

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

June 4, 2013

3:00 p.m.

Cherokee Hall

AGENDA

1. Discussion of Regular Agenda Items.

Executive Session to Follow

AGENDA

Cherokee County Board of Commissioners

June 4, 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 Quarterly Awards and Recognitions.

AMENDMENTS TO AGENDA

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION MINUTES FROM MAY 21, 2013.

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM MAY 21, 2013.

APPROVAL OF REGULAR MEETING MINUTES FROM MAY 21, 2013.

PUBLIC HEARING

Consider amendments to **Article 11, Signs** of the Cherokee County Zoning Ordinance. The amendment seeks to better define and regulate electronic signs in unincorporated areas of the County and to amend regulations related to flags and flagpoles.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

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 Approve increase in Animal Shelter Budget for additional funding received from the Mary Jean Payne Charitable Trust in the amount of \$10,000.00.

COUNTY MANAGER

- 2.1 Consider purchase of 1.86 +/- acres located at N. Industrial Way south of Univeter Road in the amount of \$125,000.00.
- 2.2 Approve the creation of a new position and budget amendment for PT Case Management Position which is fully funded by ARC Grant Funds.
- 2.3 Consider approval of Automatic Aid Agreement between Cherokee County and Pickens County to render supplemental fire suppression and protection to other party in the event of fire or other local emergencies and take part in joint training.
- 2.4 Award purchase order to low bidder, Contech Engineering Solutions, in the amount of \$35,046.00 for the acquisition and delivery of 284 LF of corrugated aluminum alloy pipe for the road work on Roscoe Collett Road.
- 2.5 Approval to issue a Letter of Intent to provide funding in the amount of \$225,000.00 from the Senior Home Repair Program to Canton Limited,

LP for the development of a 74-Unit Seniors 55 years of age and older affordable rental housing complex.

COUNTY ATTORNEY

ADJOURN

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

May 21, 2013

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at 3:04 p.m. with all members of the Board present.

1. Cherokee Office of Economic Development (COED) Update by Misti Martin.

Ms. Martin began by sharing an ad for COED along with an article in the Georgia Trend magazine. She went over their main focus of Existing Industry. They are in process of conducting their existing industry surveys. To date, 69% of the companies surveyed, plan to expand in the next three years. Something new they plan to do is interview the "less than 20" companies to include in their surveying of existing industries.

Ms. Martin stated they feel they are gaining momentum. They have worked 20 projects to date in 2013. They have seen 27 film projects in 2012 and 19 so far in 2013. The Chairman asked if any have materialized. Ms. Martin said Solstice is filming in Atlanta and has contacted them for various things. She went over the Opportunity Zone Activity and stated that 64% of prospects in 2012 were interested in the OZ area and 70% so far in 2013 have expressed interest. She reviewed the progress of the Cherokee 75 Corporate Park. Phase I construction is almost complete and the Phase II award will be this week. They were recently recognized for GRAD Ready.

Ms. Martin went over some key issues they are facing. These challenges are product development, economic diversification, flexible incentives, education and industry, and perception shift.

Commissioner Johnston asked about something big possibly coming to the I-75 area. Ms. Martin said it is still in the works so no formal announcement yet. Commissioner

Nelms asked what she sees in prospects for this year versus last year's numbers. Ms. Martin answered there is more activity from the build-to-suit standpoint. For example, more companies are considering constructing their own facilities versus leasing or purchasing an existing facility.

The Chairman mentioned his request to the city mayors for a contribution to the Office of Economic Development. Ms. Martin said she spoke with the Council at Waleska the previous night and received good feedback.

2. Q2 Financial Review by Janelle Funk.

Ms. Funk began by stating that the cash flow is good at this point and we are up in revenues to date. Under all funds, revenues are up \$0.9M to date primarily driven by taxes. We are up significantly in intangibles and SPLOST. Licenses and permits revenues are up as well as court fines. Grant revenues, charges for services, and miscellaneous are down. The full year forecast shows the County will be \$2.6M over budget in revenues. This is making no assumption for the motor vehicle tax. Commissioner Johnston asked where the increased revenue from those who opt-in on the new vehicle tax would come from. Ms. Funk said the revenue could come from either the birthday tax or the new TAVT. Commissioner Johnston asked if the Tax Commissioner distributes the TAVT or if it goes to the State. Ms. Funk responded that it goes to the State first then the State gives it back.

Ms. Funk went over the General Fund and said it is up by \$1.4M. The main reason it is up is due to property tax collections. The forecast for the full year is the General Fund will be up \$0.5M over budget and up more if the motor vehicle tax comes in according to trend. Ms. Funk then went over the Historical Cash Low Points for the General Fund and Supported Funds, adding that we are not expected to hit negative cash for 2013. The Chairman asked for confirmation that there will be some pension credit available to use. Ms. Funk confirmed. Commissioner Johnston asked how much of the Tax Digest increase of 2.9% was true growth of new properties versus appreciation of existing properties. Ms. Funk said she would work with John Adams and will have that number for them before the June 18th meeting when she presents the first look at the proposed FY2014 Budget and millage rate to be set by July 31, 2013.

3. Discussion of Regular Agenda Items.

The Chairman briefly mentioned the joint session with the RRDA following the Work session. He also mentioned that he had visited the Aquatics Center on their Family Day and the facility was packed with visitors.

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

The Chairman briefly mentioned the resolution in response to the Grand Jury presentments, the potential candidate for the Ethics Board, as well as the request for designation of "Canton Rotary Park."

Commissioner Johnston commented on his upcoming town hall meeting.

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

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

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

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

Commissioner Johnston asked for a summation of what is going on. Mr. Echols listed various improvements such as the foul ball netting, new concrete in the plaza area, and miscellaneous improvements around the tennis courts. Minimal things are to be done at the adult softball fields.

- 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. **(Note that this item was amended to be removed from the agenda at the regular meeting.)**
- 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.

Mr. Cooper stated that the agenda would be amended to remove this item.

- 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.
- 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.
- 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.
- Consider resolution to reduce commission fee charged to the Board of Education. The Chairman stated it is a fair request from their standpoint.

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

City of Holly Springs Annexation Notice.

Ms. Davis stated that the parcel is General Commercial and she doesn't see any reason for the County to object the annexation, nor is an objection available to them under the statutes.

The Chairman asked Mr. Cooper if he wanted to hold a public hearing on impact fees. Mr. Cooper asked to have the public hearing the second meeting in June. He said he would like to use the same model as in the past of 90% and look at the most impactful portion of the impact fees which is the roads as consideration for reducing the impact fees.

The Chairman asked if there was anything else, hearing none, a motion was moved by Vice-Chairman Nelms to adjourn the Work Session at 4:01 p.m. Commissioner Johnston seconded and the motion carried unanimously.

Joint RRDA Session to Follow

MINUTES

Cherokee County Board of Commissioners

May 21, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

INVOCATION

Commissioner Gunnin 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"

The Sheriff's Office Honor Guard presented the colors; Commissioner Nelms led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:18 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

The Chairman called for a motion to ratify the closure of Executive Session at 6:12 p.m.

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

PRESENTATIONS/PROCLAMATIONS

Sheriff's Office Awards and Recognitions. (There were no awards presented, it was worded this way to have the Sheriff at the meeting and surprise him with the proclamation.)

Commissioner Nelms read the proclamation and resolution by the Board of Commissioners, naming the new Sheriff's Office Training Facility the "Sheriff Roger Garrison Law Enforcement Training Center" and presented it to Sheriff Garrison. Chief Vic West introduced Dr. Archie

Rainey with Command College at Columbus State University who presented the Sheriff with a plaque in recognition of the 26 officers he sent to get their master's degree. Sheriff Garrison thanked the Board for the recognition and honor of naming the training center after him.

AMENDMENTS TO AGENDA

1. Add item C under Chairman's Section: Request for Designation of "Canton Rotary Park".
2. Remove item 2.5 from County Manager's Section.
3. Remove item 2.6 from County Manager's Section.
4. Add item 2.11 under County Manager's Section: Consider Public Hearing to evaluate Impact Fees.

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

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.crpa.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.
4. The Chairman mentioned as a reminder that there were several memorial services going on over the weekend, one being at the Veteran's Cemetery in Canton this Saturday at 10:00 a.m.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM MAY 7, 2013.

As distributed by the County Manager.

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

APPROVAL OF WORK SESSION MINUTES FROM MAY 7, 2013.

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

APPROVAL OF REGULAR MEETING MINUTES FROM MAY 7, 2013.

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

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

No one signed up to speak.

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

Commissioner Johnston, District Commissioner, said that the case was originally heard and recommended denial by the Planning Commission. The Board voted to let the case be heard again by the Planning Commission with the rezoning request being changed to O&I by the applicant. The Planning Commission voted to deny the request the second time as well.

Commissioner Johnston made a motion to uphold the Planning Commission's recommendation of denial; Commissioner Nelms seconded and there was unanimous approval.

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

Commissioner Pool, District Commissioner of the case, made a motion to approve the rezoning as recommended by the Planning Commission; Commissioner Nelms seconded that there was unanimous approval.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Resolution in response to Grand Jury Presentments.

Angie Davis read through the Grand Jury Presentments and findings as well as the responses made by Cherokee County. A copy of the proposed resolution is included as part of these minutes. Ms. Davis recommended adding two attachments before presenting to the Grand Jury. On page 4, the referenced attached flow chart should be noted as Exhibit A; and the response before paragraph 2 currently says Exhibit A for the document of the Relocation Agreement and should be changed to Exhibit B.

Ms. Davis stated that if it meets with the Board's approval, she would recommend a motion to authorize the Chairman to sign the resolution and present it to the Grand Jury with the revisions as noted and the two attachments.

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

B. Appointment to the Ethics Board.

Chairman Ahrens reminded everyone that with the resignation of Jeff Duncan, the County has a vacancy on the Ethics Board. He said that he and Ethics Board Chair, Mark Webb, had both spoken to the candidate. Chairman Ahrens made a recommendation to appoint Philip Dodge to the Ethics Board for the unexpired term of Jeff Duncan.

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

C. Amendment: Request for Designation of “Canton Rotary Park”.

The Chairman spoke about the request by Canton Rotary Member Peter Gleichman to rename the area between the Old Courthouse and Justice Center, near the Public Safety Memorial, “Canton Rotary Park”.

Commissioner Johnston stated that Canton Rotary has been associated with that park for several years since the erection of the public safety memorial and believes the renaming to be appropriate.

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

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.

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

COUNTY MANAGER

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

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

- 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.

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

- 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.

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

- 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**.

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

2.5 Amended: Item Removed.

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 Amended: Item Removed.

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.

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

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.

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

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.

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

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

Chairman Ahrens commented that he and some of the Board had met with the School Board and discussed this and it was determined that the amount being collected currently is not fair.

Commissioner Johnston explained that although this will further burden the County's budget, a re-evaluation shows that the amount of 2.5% currently being collected is no longer fair and appropriate, that we are over-collecting compared to current circumstances. The plan is to reduce the fees over time to 2%.

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

2.11 Amendment: Approve setting a Public Hearing for June 18 to consider modification of Impact Fees.

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

The Chairman commented for the record that he will not be at that meeting or voting, but he will be watching the meeting.

COUNTY ATTORNEY

3.1 City of Holly Springs Annexation Notice.

County Attorney Angie Davis gave a summary of the annexation notice. She stated that she sees no reason that the County should dispute the request, nor do they have that option available to them under the statute related to annexations. She said that no action by the Board was required since the County was not disputing the annexation request.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 7:10 p.m.; Commissioner Poole seconded and the motion received unanimous approval.

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Public Hearing on Amendment to Article 11 Signs
of Cherokee County Zoning Ordinance

MEETING DATE: June 4, 2013

SUBMITTED BY: Jeff Watkins

COMMISSION ACTION REQUESTED:

A Public Hearing to consider amendments to Article 11 Signs, of the Cherokee County Zoning Ordinance. The amendment seeks to add language to Article 11 to better define and regulate electronic signs in the unincorporated areas of Cherokee County, their size and how often the message may change; to amend regulations as to the number of flags and flagpoles, and to amend the height of flagpoles.

FACTS AND ISSUES:

Recently, the Zoning Board of Appeals was presented with several cases to adjudicate which involved electronic signs. Electronic signs are controlled through a computer and thus can be operated such that the sign copy can change automatically and as frequent as the sign owner desires. Article 11 of the Cherokee County Zoning Ordinance regulates Signs in the unincorporated areas of Cherokee County. Currently, electronic signs are not addressed specifically in the code. The amendment seeks to add language to regulate the size of electronic signs and how often the message is permitted to change.

In numerous incidents, staff has been approached by citizens and business owners who want to erect a flagpole on their property. Under current code restrictions flagpoles are limited to 8 ft. in height. This proposal seeks to amend the code to increase the height as well as the number of flagpoles one property may erect.

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 Approval Required: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Hold Public Hearing to gain public input and direction on the proposed amendments to Article 11 of the Cherokee County Zoning Ordinance for electronic signs and flagpoles.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: *Jeff Watkins* _____

COUNTY MANAGER _____

Article 11 – Signs and Outdoor Advertising**11.1 Objectives and Purpose**

This article, which shall be known and may be cited as the Cherokee County Sign Ordinance, is to establish requirements for the placement, installation, and maintenance of signs in order to protect and promote the health, safety, welfare, and general well being of the citizens of Cherokee County. The zoning regulation of the placement, construction, maintenance of buildings and structures is a valid use of the police power, including the regulation of the placement, installation, and maintenance of signs. Signs must ordinarily be considered structures, and are capable of producing many of the same nuisances as are produced by buildings. The intent of this article to regulate the size, height and number of signs in such a manner as to protect and preserve the aesthetic qualities of the county while promoting traffic safety without causing unsafe conditions.

The Planning and Zoning Office will only oversee the number of signs, height, size and placement of signs. Cherokee County makes no determination or permits signs in regard to on-site or off-site locations. With these objectives and purposes in mind, the intention of this article is to authorize the use of signs that:

1. Are compatible with their surroundings in terms of zoning, existing land use, and architectural characteristics.
2. Are legible and compatible with the type of lawful activities to which the signs pertain in such a manner as to express the identity of the individual properties and/or of the county as a whole.

In addition, the regulation of signs within the county is necessary and in the public interest:

1. To protect property values within the county.
2. To protect the motoring public from damage or injury caused or partially attributable to distractions or obstructions from improperly designed or situated signs.
3. To promote the economic well being of Cherokee County by creating a favorable physical image.
4. To improve the legibility and effectiveness of all permitted signs.
5. To allow individuals equal and fair opportunity to advertise and promote their products and services without discrimination.
6. To eliminate excessive signage.
7. To protect the right of citizens to enjoy Cherokee County's natural scenic beauty.
8. To encourage the economic development within the county.

9. To regulate the construction, erection, maintenance and size of signs that may constitute a direct danger to pedestrians and property.
10. To preserve and promote the public health, safety and welfare in Cherokee County.

11.2 Jurisdiction and Applicability of Code Requirements

- A. This article shall apply to all properties within the unincorporated areas of Cherokee County, Georgia. This article shall not relate to the copy or message on a sign within the unincorporated areas of Cherokee County.
- B. All signs and other advertising structures shall be constructed and maintained in conformance with the building and electrical codes adopted by Cherokee County.
- C. If any provisions or requirements of this article are in conflict with any other provision or requirement of this ordinance or any other applicable governmental law, ordinance, resolution, rule or other governmental regulation or any kind, the more restrictive rule or standard takes precedence.

11.3 Variances

~~Variances from the provisions of this article may be requested.~~ Variances other than with respect to the frequency by which the image on a sign may change may be requested. All such variances shall be considered and decided by the Cherokee County Zoning Board of Appeals in accordance with officially adopted procedures and standards contained in the Cherokee County Zoning Ordinance.

11.4 Definitions

Words and phrases used in this ordinance have the meanings defined in this section. In addition, words and phrases not defined in this section, but defined in the Zoning Ordinance of the county shall be given the meanings as set forth in such ordinance.

ABANDONED SIGN - A sign and/or sign structure which no longer correctly directs or exhorts any person, or advertises a bona-fide business, lessor, owner, product or service where such sign and/or sign structure is located.

ADVERTISE – To call the attention of the public to a product, business and/or event.

ADVERTISING DEVICE - Any structure or device situated on or attached to real property that is erected or intended for the purpose of advertising.

AIR AND GAS FILLED DEVICE - Any sign using, either wholly or in part, forced air or other gas as a means of supporting its structure.

ANMATED ILLUMINATION OF EFFECTS – means illumination or effects with action, moving characters or flashing lights. This may require electrical energy, but shall also include wind actuated devices. Specifically included is any motion picture or video

mechanism used in conjunction with any outdoor advertising structure in such a manner as to permit or allow the images to be visible from any public right of way. This definition does not include electronic message signs as permitted within this article.

ANIMATED SIGN - Any sign that all or any part thereof visibly moves or imitates movement in any fashion whatsoever. Any sign that contains or uses for illumination any lights (or lighting devices) that change color, flash or alternate, show movement or motion, or change the appearance of said sign or any part automatically, including any electronic sign which contains anything other than static messages or changes its message more often than permitted by this ordinance.

AREA OF SIGN (COPY AREA) - The area within a continuous perimeter enclosing the limits of writing, representation, emblem, or any figure of similar character together with any frame, other material, open space, or color forming an integral part of the display or used to differentiate such sign from the background against which it is placed.

BANNER - A sign hung either with or without a frame, possessing characters, letters, illustrations, or ornamentation applied to paper, plastic, or fabric of any kind. This excludes flags, emblems, and insignia of political, professional, religious, educational, or corporate organizations providing that such flags, emblems and insignia are displayed for non-commercial purposes.

BEACON - Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

BENCH SIGN - A sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

BILLBOARDS – Freestanding signs or structures for the display of advertisements in public places or highways. All regulations relating to freestanding signs should apply.

BUILDING MARKER - Any sign indicating the name of a building, the date and incidental information about its construction and is cut into a masonry surface or made of bronze or other permanent material.

BUILDING SIGN - Any sign attached to any part of a building other than a freestanding sign.

CANOPY - Any permanent roof-like structure, including awnings and marquees, projecting beyond a building or extending along and projecting beyond the wall of a building, generally designed and constructed to provide protection from the weather.

CANOPY SIGN - Any sign attached to, or made a part of the front, side, or top of a canopy.

COMMEMORATIVE SIGNS – Any sign that honors the memory of or serves as a memorial to commemorate.

COMMERCIAL MESSAGE - Any wording, logo, or other representation that directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.

COMMERCIAL OFFICE CENTER - A single parcel of land containing two (2) or more businesses or establishments, including all forms of retail, wholesale and services.

CONSTRUCTION SIGN – A sign announcing the proposed or existing construction of a building or project.

COPY - The wording or graphics on a sign surface in either permanent or removable form.

DIRECTIONAL SIGN - An unofficial or non-standard traffic control sign, containing no commercial message except logos, intended to direct or regulate the movement of traffic and/or pedestrians. This includes, but is not limited to, 'enter', 'exit', 'drive through', and directional arrow signs. These signs may be freestanding or mounted on a building.

DIRECTORY SIGN - A sign, which gives the name and/or occupation of the occupants of a building or identifies the particular use of a building.

DISTANCE – The measurement in lineal feet from the closest point of a sign to the nearest property line or to the closest point of another sign, as the case may be

ELECTRONIC SIGN - A sign whose message may be changed at intervals by computer controller, microprocessor controller or remote control, and whose message is displayed through the use of LED, LCD, plasma or other similar type of panels or screens, including devices known as commercial electronic message signs and similar devices.

EMERGENCY SIGN – A sign erected by a governmental agency, a public utility company, or a contractor performing work within any right-of-way.

ERECT - To build, construct, attach, hang, place, suspend, paint or affix.

ESTABLISHMENT - A commercial, industrial, institutional, educational, office, business or financial entity.

FLAG - Any fabric, banner, or bunting or other flexible material containing distinctive colors, patterns, standards, words, or symbols, used as a symbol of an organization, a government, political subdivision or other entity.

FLAGPOLE – a permanently anchored pole on which a flag is hoisted and displayed.

FLASHING – A pattern of changing light illumination where the light intensity alternates suddenly during display of a message for the purpose of drawing attention to the sign.

The term “flashing” excludes Electronic Signs operated in conformity with this ordinance.

FLASHING SIGN - (See Animated Sign)

FRAME EFFECT - A visual effect on an Electronic Sign which depicts movement, fading, mosaic flips, wipes, or other changing effects associated with the transition from one static message to another.

FREESTANDING SIGN - Any sign, which is physically independent from any building or other structure and is entirely, supported by structures that are permanently at or below ground level.

FRONTAGE, BUILDING - The length of an outside building wall facing a street.

FRONTAGE, STREET - The length of the property line of any one parcel along a street on which it borders.

GROUND SIGN - A freestanding sign which has no space between the signage copy area and the ground surface.

HISTORIC SIGN - Any animated neon sign over thirty (30) years old, any existing barber pole or any other sign so designated by the Historic Preservation Commission. Extensions, additions and embellishments are not considered part of a historic sign.

HOME OCCUPATION SIGN - A sign for a legally permitted home occupation on a residential parcel of land, with advertising for services legally offered on the premises where the sign is located.

IDENTIFICATION SIGN - A sign depicting the name of a building and/or the address of an establishment on the premises where the sign is located. The name and/or address may be included as part of another signage type.

ILLUMINATED SIGN - A sign which contains an internal source of light or which is designed or arranged to reflect light from an artificial source.

INCIDENTAL SIGN - A general information sign that is secondary to the use of the parcel on which it is located. This includes credit cards accepted, official notice of services as required by law, trade affiliations, business hours, "telephone", "self-service" and other related information. These signs are typically located on doors, windows or building walls.

INSTRUCTIONAL SIGN - A sign that has the purpose of giving instruction, direction or an order.

KIOSK SIGN – A free-standing and multiple sided structure owned by the County and located in public rights-of-way that displays directional information to residential and commercial developments.

MANSARD SIGN - Any sign attached to or erected within 12 inches of an actual or simulated mansard of a building, with the sign face parallel to and within the limits of the building, not deemed to be a roof sign.

MONUMENT SIGN - A permanent sign, other than a freestanding pole sign, placed upon or supported by the ground independent of any other structure and constructed of stone, concrete, masonry, stucco or equal architectural material.

MOVING SIGN - (See Animated Sign)

NONCONFORMING SIGN (LEGAL) - Any advertising device or sign, including billboards, which were legally erected and maintained prior to the adoption or amendment of this ordinance, but no longer comply. Legal nonconforming signs require just compensation under the Highway Beautification Act for removal.

NON-PROFIT ACTIVITY - An activity, project, operation or enterprise of a temporary nature carried on by a corporation or an organization qualified as an exempt organization under applicable provisions of the Internal Revenue Code.

PAINTED WALL SIGN - Any sign that is applied with paint or similar substance on the face of a wall.

PARCEL (LOT) - (BUSINESS LOT) - Any standard lot or parcel of land, the boundaries of which, have been established by a recorded legal instrument and is recognized and intended as a unit for the purpose of transfer of ownership. The said parcel being duly recorded with the Clerk of Superior Court, Cherokee County.

PERMANENT SIGN - A sign permanently affixed to a building or the ground.

PERSON - Any association, company, corporation, firm, organization, or partnership, singular or plural, of any kind.

PORTABLE SIGN - Any sign supported by its own frame or trailer, with or without wheels, that is designed to move from one place to another.

PREMISES - An area of land with appurtenances and buildings which, because of its unity of use, may be regarded as the smallest conveyable unit of real estate.

PRINCIPAL BUILDING - The building with the principal use of the parcel on which it is located. Parcels with multiple principal uses may have multiple principal buildings. However, storage buildings, garages, and other clearly accessory are not considered principal buildings.

PROJECTING SIGN - Any sign affixed to a building or wall, which horizontally extends more than twelve inches beyond the surface of a building or wall.

PUBLIC SERVICE SIGN - A sign designed to render a public service such as 'time and temperature' and 'flashing news' signs.

PUBLIC SIGNS – A sign erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, direct or regulate pedestrian or vehicular traffic.

REAL ESTATE SIGN - A temporary sign erected by the owner, or agent, advertising the real property upon which the sign is located for rent, lease, or sale.

RESIDENTIAL DISTRICT - Includes all land zoned R-80, R-40, R-30, R-20, R-15, RD3 RTH, RZL, RM-10, RM-16, and PUD-Residential.

REVOLVING SIGN - (See Animated Sign)

ROOF SIGN - Any sign erected, constructed, and maintained upon or over the roof of any building and projecting above the roof line.

ROOF SIGN (INTEGRAL) - Any sign erected or constructed as an integral part of a normal roof structure of any design. No part of the sign can extend vertically above the highest portion of the roof and no part of the sign can be separated from the rest of the roof by a space of more than six inches.

SETBACK - The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

SIDEWALK, SANDWICH OR A-FRAME SIGN - A sign which is normally in the shape of an 'A' or some variation, which is usually two-sided.

SIGN - Any identification, description, illustration or device, illuminated or non-illuminated, which is visible to the general public and directs attention to a product, service, place, activity, person, institution, business or any emblem, painting, flag, banner, pennant, balloon, or placard designed to advertise, identify, or convey information.

SIGN FACE - The portion of a sign on which the copy is placed.

SIGN NUMBER - For the purpose of determining the number of signs, a sign shall be construed to be a single display surface or device containing elements organized, related and composed, to form a single unit. In cases where material is displayed in a random or unconnected manner or where there is reasonable doubt as to the intended relationship of such components, each component is considered to be a single sign. A projecting sign and both sign faces being less than 42 inches apart shall be construed as a single sign.

SIGN STRUCTURE - Any construction used or designed to support a sign.

SNIFE SIGN - A sign of any material that is attached in anyway to a utility pole, tree, fence, rock, or any other similar object located on public or private property. Snipe signs do not include 'keep out', 'posted' or 'no trespassing' signs.

STREET - Any public or private right-of-way for automobile use. This excludes alleyways, parking lots and driveways.

STREET FRONTAGE - The width in linear feet of a lot or parcel where it abuts the right-of-way of any public street.

SUBDIVISION SIGN - Any sign designed to identify a subdivision, neighborhood, or residential complex.

TRAFFIC CONTROL SIGN - A standard sign or electronic device (such as a traffic signal, stop sign, one way, handicap, no parking, fire lane, etc.) For the purpose of directing or regulating traffic and/or pedestrians.

UNDER CANOPY SIGN - A sign that is suspended from the underside of a canopy (including awnings and marquees), is perpendicular to the wall surface of a building, and whose copy is not clearly visible from a public right-of-way.

UNLAWFUL SIGN (ILLEGAL SIGN) - Any sign erected without a permit when a permit for the sign was otherwise required by this ordinance or previously adopted ordinance or code. A permitted sign which has not been properly erected in accordance with the permit application and approved sign permit or an otherwise lawful and permitted sign that has become hazardous or a nuisance to the public due to poor maintenance, dilapidation, or abandonment and so declared by the building official.

WALL FACE - A measurement of area equal to the height of the structure from the ground to the coping or eave of the roof multiplied by the width of the wall associated with the individual business. The wall face is to be measured for each wall independently.

WALL SIGN - Any sign affixed or attached to a wall of a building, extending no more than 12" beyond the wall and which displays only one sign surface.

WINDOW SIGN - Any sign, excluding identification and incidental signs, placed inside or upon a window, containing a commercial message, and intended to be seen from the exterior.

11.5 General Provisions

11.5-1 Permitting Requirements:

A. Except as specifically exempted from the provisions of this article, a person or firm may not legally post, display, enlarge, erect, move or substantially change a sign without first obtaining a sign permit from the zoning administrator or his designee. A change in the copy only of a sign or advertising device does not constitute a substantial change.

B. Permit Application. Applications for sign permits shall be filed by the sign owner or his agent with the zoning administrator or his designee upon forms furnished by the county. Applications shall describe and justify the following:

1. The type and purpose of the sign as defined in this ordinance.
2. The value of the sign.
3. The street address and zoning designation of the property where the sign is to be located and the proposed location of the sign on the property.
4. The square foot area per sign and the aggregate square foot area if there is more than one sign face.
5. The name(s) and address(es) of the owner(s) of the real property upon which the subject sign is to be located.
6. Written consent of the owner, or his agent, granting property upon which the subject sign is to be located.
7. For ground signs: a site plan drawn to scale, showing the proposed location of all primary and accessory ground sign(s) on subject property. The site plan includes a closed boundary survey of the property, gross acreage, the proposed sign location, street right-of-way lines, public or private easements, driveway locations and parking spaces.
8. For all signs: A sketch or print drawn to scale showing all dimensions with pertinent information such as wind pressure requirements and display materials in accordance with the Standard Building Code as adopted by Cherokee County.
9. Name, address, phone number and business license number of the sign contractor.
10. All applicants for electrical signs must obtain an electrical permit.
11. A written agreement to indemnify and hold the county harmless of all damages, demands or expenses of every type which may in any manner be caused by the sign or sign structure.

C. Fees. No permit shall be issued until the appropriate application has been filed with the zoning administrator or his designee and permit fees have been paid as adopted by the Board of Commissioners and as amended from time to time.

D. The zoning administrator or his/her designee shall grant a completed application if the proposed sign meets the requirements of this article.

E. The zoning administrator or his/her designee shall provide written notice of the granting or denial of an application with thirty (30) business days following submission of a completed application. In the event no action is taken within thirty (30) business days, the application shall be deemed granted.

F. Permit Expiration. A sign permit shall become null and void if construction of the sign has not begun within a period of two (2) months from the date of issuance and completed within six (6) months from the date of issuance. Issuance of a sign permit shall in no way prevent the county from later declaring the sign to be nonconforming or unlawful with further review of available information, the sign is found not to comply with the requirements of this ordinance.

E. Identification Label. With each sign permit, the Zoning Administrator or his designee shall issue a label bearing the same number as the sign permit with which it is issued. The duty of the permittee or his agent is to affix such to the sign or its supporting structure in such a manner as to be visible from a street right-of-way.

11.5-2 Construction, Maintenance Requirements:

A. Erecting or placing any sign that does not conform to the requirements of this ordinance is unlawful.

B. All signs for which a permit is required, together with all their supports, braces, guys and anchors shall be kept in constant repair. Signs shall be kept clean, neatly painted and maintained at all times so as not to be detrimental to public health and safety.

C. No trash shall be allowed to accumulate in the area around a sign and all weeds shall be kept out.

D. Removal of abandoned signs. Any structure formerly used as a sign, but not in use for any other purpose, must be removed by the owner of the property within thirty (30) days after written notification from a designated official of Cherokee County or sixty (60) days after its use as a valid sign has ceased. After which time, the county may cause the removal of the sign at the property owner's expense.

11.5-3 Lighting Requirements:

A. Lighted, neon or luminous signs giving off light resulting in glare, blinding or any other such adverse effect on traffic shall not be erected or maintained.

B. The light from illuminated signs shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways. Lighting shall not be directed skyward.

C. No illuminated signs shall be constructed or maintained within fifty (50) feet of any residential district or dwelling, except within the TND district.

(Ord. No. 2007-Z-002, 08-07-07)

D. Signs with flashing, intermittent or animated illumination or effect shall be excluded from all districts provided, however, time and weather informational signs, official warning or regulatory signs and electronic signs which are operated in conformity with this article, shall be exempt from this requirement.

E. No sign shall be erected which simulates an official traffic control or warning sign in such a manner as to confuse or mislead the motoring public or hide from view any traffic or street sign or signal.

11.5-4 Height Requirements:

The height requirements of a sign shall be computed as the distance from the base of the sign at normal grade to the highest attached component of the sign or sign structure, whichever is higher. Normal grade shall be construed to be the lower of (1) existing grade prior to construction or (2) the newly established grade after construction, exclusive of any filling, berming, mounding or excavating solely for the purpose of locating the sign. Cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade, at the base of the sign, is equal to the elevation of the nearest point of the crown of a public road. In addition, the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower. Refer to Table 11.1 for specific height limits and requirements.

11.5-5 Additional Requirements:

A. The owner shall remove any sign relating to a business or other use located on the same lot within 30 days after vacating the premises.

B. Real estate signs shall be removed within ten days of the sale, rental or lease of the property advertised; however, the use of a 'SOLD' attachment to a sign pending the completion of a sales transaction shall not be construed as a sale.

C. Campaign signs shall be removed within thirty (30) days of the election or any runoff election.

D. No sign shall be erected or maintained which obstructs any fire escape, any means of escape or ventilation, or which prevents free passage from one part of a roof to any other part thereof; nor shall any sign be attached in any form, shape or manner to a fire escape.

E. No sign shall be erected, maintained, painted, drawn or attached to any utility pole, fence, rock, tree or any other natural feature.

F. It shall be unlawful to post any signs or advertisements on any building, fence or other property belonging to another person without the written consent of the owner thereof. Such consent shall be included with the sign permit application.

G. Signs erected for the purpose of identifying a premise shall not also contain advertising except that of the use identified.

H. All signs shall be located on or over private property only, except those specifically permitted by this article.

I. All signs shall be erected in such a manner as to not interfere with or obstruct the view of any authorized traffic sign, signal or device.

J. All signs shall be located in such a way that they maintain horizontal and vertical clearance from all overhead utilities in accordance with National Electrical Code specification. In no case shall any sign be installed within five (5) feet horizontally or vertically from an overhead utility line or utility guy wire.

K. Corner Visibility Clearance: In any distance, no sign or sign structure (above the height of three feet) shall be maintained within fifteen (15) feet of the intersection of the right-of-way lines extending of two streets, or of a street intersection with a railroad right-of-way. However, a sign structure, if not more than ten (10) inches in diameter located on a corner lot where services are provided to the motoring public, may be located within the required corner visibility area. This is provided if all other requirements of this article are met and the lowest elevation of the sign surface is at least ten (10) feet above the ground level.

L. Electronic signs. Electronic signs may be used in accordance with the following provisions, provided that legal non-conforming freestanding signs shall not be converted to electronic signs except in accordance with the provisions of this article.

1. The following shall apply to all electronic signs:
 - a. Electronic signs shall only be used as freestanding signs and shall not be allowed as canopy, wall or awning signs as defined in this ordinance.
 - b. Electronic signs shall contain static messages only, and shall not have movement nor flashing on any part of the sign structure, design, or pictorial segment of the sign, nor shall such sign have varying light intensity during the display of any single message. Transitions between messages shall not use frame effects or other methods which result in movement of a displayed image during such transition.
 - c. Electronic signs must operate within brightness levels as established in this ordinance.
 - d. Each sign must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change.
 - e. The owner of said electronic sign shall provide to the Development Service Director, information for a 24-hour contact able to turn off the electronic sign promptly if a malfunction occurs. If, at any time more than 50 percent of the digital display lights

- malfunction or are no longer working, the owner of said electronic sign shall turn off the electronic display until repairs are made.
- f. In the course of processing a complaint, the staff of Cherokee County may request a certification of the brightness (under measurement conditions) by an independent contractor (if such has not been certified within the preceding 12 months). If this investigation and certification indicates that the electronic sign exceeds the brightness levels specified in this ordinance, the owner of the sign, within 24 hours of a request by the staff of Cherokee County, shall turn off the sign until the brightness of the sign is corrected to comply with this ordinance at owner's expense.
 - g. Any electronic sign whose face or structure is physically removed for whatever cause must alter the sign to comply with this ordinance.
 - h. No electronic sign shall utilize, house or contain any interactive features or components, or function as an interactive sign.
 - i. Electronic signs shall not be allowed in residential zones
2. Electronic signs located on non-residentially zoned property: Electronic signs may be utilized for and in conjunction with any sign permitted by this ordinance on non-residentially zoned property, provided that each such electronic sign shall comply with the following requirements in addition to and in conjunction with those specified in subsection (1) hereinabove:
- a. Must be located on a property/lot with at least 200 feet of public road frontage on one road (if abutting more than one public road, sign may only be erected along a road with more than 200 feet of frontage) and cannot be within 200 feet of another electronic sign that may be permitted on the same property/lot. For the purposes of measurement, mitered corners will not be included in road frontage calculations.
 - b. Electronic messaging portion of sign shall not exceed _____ square feet per allowable sign area and may not have more than two electronic sign areas per sign.
 - c. Each individual static message must be displayed for not less than _____ seconds.
 - d. Electronic signs located on non-residentially zoned property may not operate at brightness levels of more than 0.20 foot candles above ambient light levels (at measurement conditions) as measured at a distance of 125 feet.
 - e. If the electronic sign is located in the line of sight of a residentially occupied structure on a residentially zoned property, such electronic sign shall not operate at brightness levels of more than 0.1 foot candles above ambient light levels (at measurement conditions) as measured at the nearest portion of such residential structure.

3. Notwithstanding any provisions otherwise providing for variance to the terms and limitations in the zoning ordinance, the limitation on the frequency by which the image on a sign may change shall not be subject to variance other than by amendment to this section.

11.6 Prohibited Signs

The following signs and advertising devices are prohibited within the unincorporated portions of Cherokee County.

1. Signs, which advertise or encourage an illegal activity as defined by local, state or federal laws.
2. A-frame, sandwich type, sidewalk or curb signs.
3. Swinging or projecting signs except as permitted in the TND district.
(Ord. No. 2007-Z-002, 08-07-07)
4. Rotating or animated signs involving motion or sound including those that flash, blink, change image, or show any form of movement, excluding electronic signs as allowed by this article, historic signs and those officially designated for public service.
5. Signs that resemble any official traffic control device or emergency vehicle markings.
6. Portable signs. (mobile, trailer)
7. Flags, banners, streamers, tethered balloons or other inflatable signs or figures, except as authorized by this regulation (grand opening permit process).
8. Signs that make use of the words 'stop', 'go', 'slow', 'caution', 'danger', 'warning' or similar words, phrases, symbols or character in such a manner as to interfere with, mislead or confuse automobile traffic except construction signs or barricades and except when the words are incorporated in the permanent name of a business.
9. Courtesy benches, waste containers or other forms of street furniture on which advertising is displayed.
10. Snipe signs.
11. Search lights and beacons.
12. Signs attached to or painted on vehicles of any type, which are conspicuously parked in proximity to a right-of-way and obviously parked in such a way as to advertise any business or service to motorists or pedestrians.
13. Signs that emit visible smoke vapor particles or odor.

11.7 Exempt Signs

Except as otherwise provided, the following on-premise signs may be erected without securing a permit. Such exempt signs shall not be considered in determining the allowable number or size of signs on a zoning lot. However, the signs must comply with all other applicable sections of this article and applicable codes and regulations. The erection of any sign not listed in this section shall require a permit.

1. One (1) professional name plate for each establishment. Each professional nameplate shall not exceed two (2) square feet in area.

2. One (1) separate identification sign for each establishment when affixed to a building wall or window and limited to a maximum size of two (2) square feet. The purpose of this sign is to identify the establishment's property number (address), suite or unit number, post office number, etc.

3. One (1) informational bulletin board for public, charitable, educational or religious institutions when located on the premises of said institution and affixed to a building wall. Bulletin boards may not exceed thirty-two (32) square feet in area and shall be located in such a manner that said bulletin board will satisfy the required setback requirements for the zoning district in which the bulletin board is located.

4. Traffic, directional, warning or official notices that otherwise meet the location, size and height requirements of the ordinance.

5. One (1) non-illuminated temporary real estate sign per street frontage and provided as follows:

(a) Maximum sign area shall be limited to four (4) square feet with a maximum height of eight (8) feet.

(b) Multiple listing strips, sale pending and sold signs may be allowed when attached to a real estate sign and are subject to the same maximum area and maximum height requirements.

(c) One (1) on-premise open house or open for inspection sign, not exceeding four (4) square feet in area with a maximum height of eight (8) feet, may be allowed in addition to the above requirements.

(d) All the temporary real estate signs shall be removed within thirty (30) days after ownership or occupancy has changed.

(e) In agricultural zoned districts with parcels greater than ten (10) acres, the maximum sign area is 32 square feet with a maximum height of eight (8) feet.

(f) Real Estate brochures/information boxes may be allowed with a maximum of 1 brochure/information box per parcel of land.

6. Flags.

~~(a) All flags shall be displayed on purpose-built, professionally fabricated flagpoles and shall not exceed 8 feet in height in all zoning districts.~~

(b) Each lot shall be allowed a maximum of ~~two (2)~~ three (3) flagpoles with a maximum height of 30 feet each unless a ~~special land use permit or variance~~ is obtained pursuant to the Zoning Ordinance.

(c) A maximum of two (2) flags shall be allowed per flagpole.

~~(d) Flags displaying a logo, message, statement, or commercial message and banners not meeting the definition of a flag contained herein shall conform to all applicable ordinances pertaining to signs.~~

(e) A vertical flagpole must be set back from the property boundaries a distance which is at least equal to the height of the flagpole.

(f) Flags and flagpoles shall be maintained in good repair, and to the extent applicable shall be in compliance with the building code. Flagpoles with broken halyards shall not be used and flags which are torn or frayed shall not be displayed.

~~(g) On officially designated county, state, or federal holidays, there shall be no maximum flag size or number or other limitations of display.~~

(8) *Official flags or insignias.* Flags or insignias of the United States, the state or any other nation, state or government. Such flags or insignias shall be flown in compliance with the standards applicable under state and federal law. Flags or insignias of the United States, the state or any other nation, state or government shall not be used for the purpose of advertising, selling or promoting the sale of any good or service.

(9) *Other flags or insignias.* Flags or insignias other than official flags or insignias, shall be limited to one per lot and shall not exceed 40 square feet in area.

7. Integral decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights.

8. Non-advertising directional signs or symbols not exceeding two (2) square feet designed to direct and inform the public as to location or direction to a parcel of private property (e.g., entrance, exit, caution, slow, no trespassing, service areas or loading and unloading areas).

9. Signs for temporary garage sales, yard sales, and the like, located in residential districts and subject to the following provisions:

(A) On-premise signs shall be limited to one (1) sign per parcel of property.

(B) The maximum area of the sign shall be four (4) square feet and the maximum height shall be eight (8) feet.

(C) Signs must be removed at the close of the sale.

(D) Weekend Directional Signs (WEDS):

Definition: WEDS shall convey directions to a specific, time-limited weekend place or event. For example: Premises that are for sale or lease, a church or community gathering, yard sales, moving sales, estate sales, etc.

Zoning Districts: WEDS shall be allowed in all zoning districts.

Time Allowed: WEDS shall be allowed from 3:00 p.m. on Friday to 7:00 a.m. on Monday. The responsibility to remove all WEDS prior to 7:00 a.m. Monday is of the sign owner.

No Permit Req. WEDS do not require a permit or a permit fee. However, written permission of the property owner must be provided to the Cherokee County Planning and Zoning Department indicating that the property owner acquiesces to the erection of the WEDS sign on his or her property. Further, each sign shall prominently display identification issued by the Cherokee County Planning and Zoning Department indicated the property owner's permission and the sign location.

Construction: WEDS shall not exceed four (4) square feet of sign area and three (3) feet in height and may be double-faced. WEDS shall be mounted on an independent single or double pole device. WEDS shall not be affixed in any manner to trees, natural objects, street light poles, utility poles, other signs or other sign structures. WEDS shall be made of metal, plastic, laminated cardboard or some other durable and waterproof material. No sign shall be made of paper.

Location: There shall be only one WEDS. All WEDS must be placed on private property with the owner's permission.

10. Works of art which do not contain a commercial message.

11. Historic signs.

12. Municipal signs.

13. Signs on public transportation vehicles.

14. Signs painted on or otherwise attached to motor vehicles which are not conspicuously parked in proximity to a right-of-way, and obviously not parked in such a way as to advertise any business or service to motorists or pedestrians. This may

include signs for realtors, surveyors, engineers, plumbers, electricians, delivery trucks, lawn service, etc.

15. Holiday lights, flags for decorative purposes, including small flagpoles, and other decorations, which do not require a permit and must not exceed sixteen (16) square feet.

16. Signs in the Right-Of-Way

It shall be unlawful for any person to install a sign in any public right-of-way except for the following:

- Public signs
- County owned kiosk signs
- Emergency signs

The Zoning Administrator or his/her designee is hereby authorized to immediately remove any illegal sign located in any public right-of-way.

17. Non-commercial message with a maximum total surface area not to exceed thirty-two (32) square feet per lot. In residential districts and agricultural districts with parcels less than ten (10) acres, each sign will be limited to four (4) square feet with a maximum height of eight (8) feet. In agricultural and residential districts with parcels ten (10) acres or greater and all other districts, freestanding signs are limited to thirty-two (32) square feet with a maximum height of eight (8) feet.

11.8 Permitted Signs by Type and Zoning District

In addition to the signs that are exempt from the permitting requirement, the following signs are allowed with a permit:

1. Commercial and industrial lots are allowed three (3) signs. Only one of the three can be a freestanding sign. A business within a shopping center can have a maximum of two (2) signs. The shopping center is allowed the freestanding sign. Freestanding signs are limited to one hundred twenty (120) square feet with a maximum height of thirty-five (35) feet, and may contain commercial and/or non-commercial speech.

Freestanding Commercial Signs

- (A) Freestanding commercial signs must be primarily of masonry construction compatible with primary building on the site and must be built in "true" monument style.
2. Agriculture and residential districts of ten (10) acres or greater are allowed one (1) freestanding sign limited to thirty-two (32) square feet with a maximum height of eight (8) feet, and may contain commercial and/or non-commercial speech. Agricultural

and residential districts of less than ten (10) acres are allowed one freestanding sign limited to four (4) square feet with a maximum height of eight (8) feet.

3. Churches/Clubs & Lodges, Non-Commercial – One freestanding sign per lot. In agriculture/residential districts/uses (AG, R-80 to TND), freestanding signs will be limited to thirty-two (32) square feet with a maximum of eight (8) feet in height. In non-residential districts, (Commercial/Industrial) freestanding signs will be limited to one hundred twenty (120) square feet with a maximum height of thirty-five (35) feet, and may contain commercial and/or non-commercial speech.
4. Subdivisions – Signs for the identification of a subdivision must be monumental (brick, stone, stucco, or masonry). Two signs are allowed on either side of the entrance with the height a maximum of ten (10) feet. The copy area has a total maximum of 64 square feet for both or a maximum of 32 square feet per side entrance. There are to be no signs on islands. However, one double-faced sign is allowed with a maximum of 50 square feet.
5. Temporary Signs - Decorative flags, banners, balloons, bunting for community or non-profit organization celebrations, conventions, commemorations and grand-opening events for a prescribed period of one week.
 - A. A temporary sign must not have flashing lights or copy, moveable parts or colored lights that may closely resemble those of traffic signals, emergency vehicles or airport beacons.
 - B. A temporary sign with copy must not be confused with authorized traffic signs or which may use words, phrases, symbols or characters that may interfere with, mislead or confuse motorists.
6. If the parcel has two street frontages, two freestanding signs are allowed in any zoning district.

11.9 Appeal

1. A person whose permit application has been denied or a permittee whose permit has been revoked may appeal the decision of the zoning administrator or his/her designee to the Zoning Board of Appeals, pursuant to Article 15 of this Ordinance.
2. The Board shall reach a decision following a public hearing within thirty (30) days.
3. Appeals to the Board of Commissioners are pursuant to Article 15.8. And any decision by the Board of Commissioners must be made within thirty (30) days after the public hearing.
4. Certiorari. In the event a person whose permit has been denied or revoked is dissatisfied with the decision of the Board of Commissioners, he/she may petition for writ of certiorari to the Superior Court of County as provided by law.

11.10 Severability and Amendments

It is hereby declared to be the intention of the governing authority that the sections, paragraphs, sentences, clauses and phrases of the Sign Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by judgment or decree of any court of competent jurisdiction, the unconstitutional or invalid phrase, clause, sentence, paragraph or section shall be struck and the remaining phrases, clauses, sentences, paragraphs, and sections shall be effective as if the unconstitutional or invalid portion had not existed.

See Table 11.1, District Requirements for Permanent Signs

CHEROKEE TRIBUNE

521 East Main Street · Canton, Georgia 30114

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA – County of Cherokee

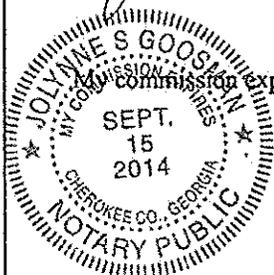
Before me, the undersigned; a Notary Public, this day personally came **Otis Brumby III**, who, being duly sworn, according to law, says that he is the **General Manager** of *Times Journal, Inc.*, publishers of the *Cherokee Tribune*, official newspaper published in said county and State, and that the publication, of which the annexed is a true copy, was published in said paper on the 17th day(s) of May 20 13, and on the _____ day(s) of _____ 20____, as provided by law.



Subscribed and sworn to before me this

17th day of May, 20 13

Jolayne S. Goosman
Notary Public



commission expires Sept. 15 20 14

Z-1913
NOTICE OF PUBLIC HEARING
CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Notice is hereby given that the Cherokee County Board of Commissioners will hold a public hearing on Tuesday, June 4, 2013 at 6:00 P.M. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton.

The Board will consider a revision to Article 11, Signs and Outdoor Advertising of the Cherokee County Zoning Ordinance. This revision would add language to define and regulate the erection and operation of electronic signage, and to amend the number and height of flagpoles allowed in unincorporated Cherokee County.

The public is invited to attend.

A copy of the proposed ordinance changes may be found at www.cherokeegea.com and a copy is available for inspection at Department of Planning and Land Use at the Cherokee Administration Building.

5:17

**NOTICE OF PUBLIC HEARING
CHEROKEE COUNTY BOARD OF COMMISSIONERS**

Notice is hereby given that the Cherokee County Board of Commissioners will hold a public hearing on **Tuesday, June 4, 2013** at 6:00 P.M. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton.

The Board will consider a revision to Article 11, Signs and Outdoor Advertising of the Cherokee County Zoning Ordinance. This revision would add language to define and regulate the erection and operation of electronic signage, and to amend the number and height of flagpoles allowed in unincorporated Cherokee County

The public is invited to attend.

A copy of the proposed ordinance changes may be found at www.cherokeega.com and a copy is available for inspection at Department of Planning and Land Use at the Cherokee Administration Building.

Run Date: Friday, 2013



Cherokee County, Georgia
Agenda Request

SUBJECT: Animal Shelter

MEETING DATE: 6/4/13

SUBMITTED BY: Susan Garcia

COMMISSION ACTION REQUESTED:

Increase Animal Shelter Budget for additional funding received from the Mary Jean Payne Charitable Trust

FACTS AND ISSUES:

Cherokee County Animal Shelter received an additional bequest of \$10,000 from the Mary Jean Payne Charitable Trust. The funds will be used exclusively for the maintenance, comfort and care of the dogs and cats the shelter cares for as specified in the trust documents.

BUDGET:

Budgeted Amount: \$10,000
Amount Encumbered:
Amount Spent to Date:
Amount Requested: \$10,000
Remaining Budget:

Account Name: General Supplies
Account #: 23911000-531100

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

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

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

Instructions:

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

REVENUES:

Department			
Org Code	Object	Account Name	Amount
25260	371005	Contributions - Special Projects	10,000.00
			10,000.00

EXPENDITURES:

Department			
Org Code	Object	Account Name	Amount
23911000	531100	General Supplies	10,000.00
			10,000.00

PURPOSE OF TRANSFER/ AMENDMENT

Increase budget for additional funding received from the Mary Jean Payne Charitable Trust to be used exclusively for the maintenance, comfort and care of the dogs and cats it cares for, as its governing board, in its sole discretion, shall deem advisable.

Department Head Approval: _____ *[Signature]*

County Manager Approval: _____

Date Approved by BOC (please attach a copy of Minutes) _____ 6/4/2013



Cherokee County, Georgia Agenda Request

SUBJECT: Property Acquisition – N. Industrial Way MEETING DATE: June 4, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider purchase of 1.86+/- acres located on N. Industrial Way south of Univeter Road in the amount of \$125,000.

FACTS AND ISSUES:

To address stormwater issues at Kenny Askew Park and along Univeter Road it is recommended that the County purchase the Roach property consisting of two (2) parcels – 1.36 acres and 0.50 acres.

- 1) The county received two (2) appraisals – one for \$85,000 and the second for \$70,900;
 - 2) An appraisal was prepared for Mr. Roach totaling \$134,600;
 - 3) The property routinely floods and rather than the county constructing detention facilities, acquisition of the property would be the most cost-effective solution; and,
 - 4) Roads & Bridges will remove and dispose of the buildings on site.
-

BUDGET:

Budgeted Amount:	Account Name: Park Bond
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:

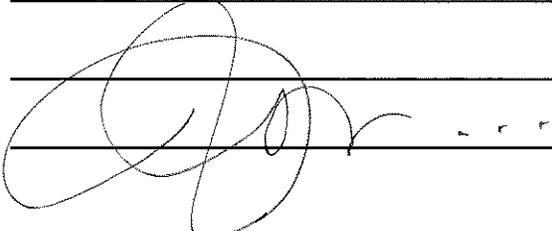
Approve acquisition of property for the amount of \$125,000.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



Cherokee County
County Manager Request

RECEIVED
APR 02 2013

BY:

To: Jerry W. Cooper, County Manager
From: Geoffrey E. Morton, County Engineer 
Cc: Bill Echols
Date Submitted: April 2, 2013

I am in receipt of the appraisals for the Roach and Hufstetler parcels off of Univeter Road adjacent to Killian Park.

The Hal Rigdon appraisals are as follows:

Parcel 15N13D 085A – 1.36 acres	\$25,000
Parcel 15N13D 085 – 0.50 acres	<u>\$60,000</u>

Total Value: \$85,000

Copies of each are attached.

In addition, Rick Ford mistakenly thought that I had given notice to proceed for him to complete appraisals so he also appraised each parcel; which I think in this case is a good thing since now we have two opinions of value. Rick thought the structures had no value.

The Rick Ford appraisals are as follows:

Parcel 15N13D 085A – 1.36 acres	\$44,500
Parcel 15N13D 085 – 0.50 acres	<u>\$26,400</u>

Total Value: \$70,900

Copies of each are also attached.

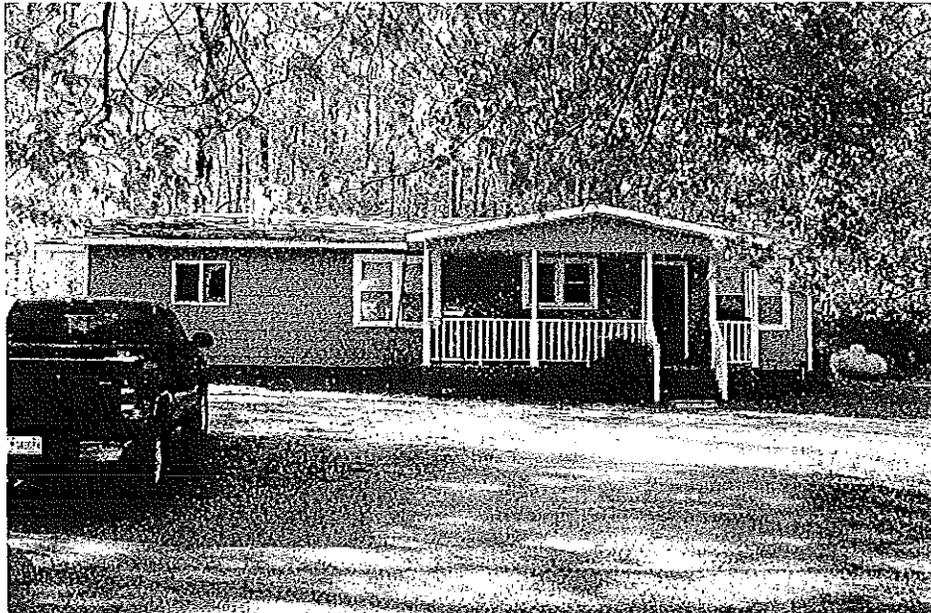
Feel free to use whichever appraisals help the most with this situation.

Attachments

APPRAISAL OF

1.86+/- Acres

North Industrial Way, Canton
LL 162, 15th District, 2nd Section,
CHEROKEE COUNTY, GEORGA
[H & R Enterprises, Inc.]



Prepared For:
H&R Enterprises, LLC
527 River Estates Parkway
Canton, Georgia 30115

Prepared By:

 **HOBGOOD**
Real Estate Services



BROKER • CERTIFIED APPRAISER
913 TARA LANE • CANTON, GEORGIA 30114
CELL: 770-402-9322
hobgoodrealestate@windstream.net

May 16, 2013

Mr. Bryan Roach
H & R Enterprises, LLC
527 River Estates Parkway
Canton, Georgia 30115

Re: Appraisal of
1.86+/- Acres As Though Vacant
N. Industrial Way S. of Univeter Rd. Canton,
LL (s) 162, 15th Dist., 2nd Sect.,
Cherokee County, Georgia

Dear Sir:

In accordance with your request, I have inspected and made an appraisal of the above captioned property. The purpose of this appraisal has been to estimate the market value of the fee simple interest of the above site as of April 23, 2013, the date of inspection and the effective date of this report. I am submitting my report containing the pertinent facts and data gathered during my investigation.

Based upon an analysis of this data and an estimated marketing time of twelve months or less, my opinion of value as of April 23, 2013
is:

ONE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED DOLLARS

(\$ 134,600)

It has been a pleasure to serve you in this matter. If you have any questions concerning the data or analysis presented herein, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Gene Hobgood', is written over a horizontal line.

Hobgood Real Estate Services, Inc.
Gene Hobgood
Certified General Appraiser #1787

SURVEY PLAT:

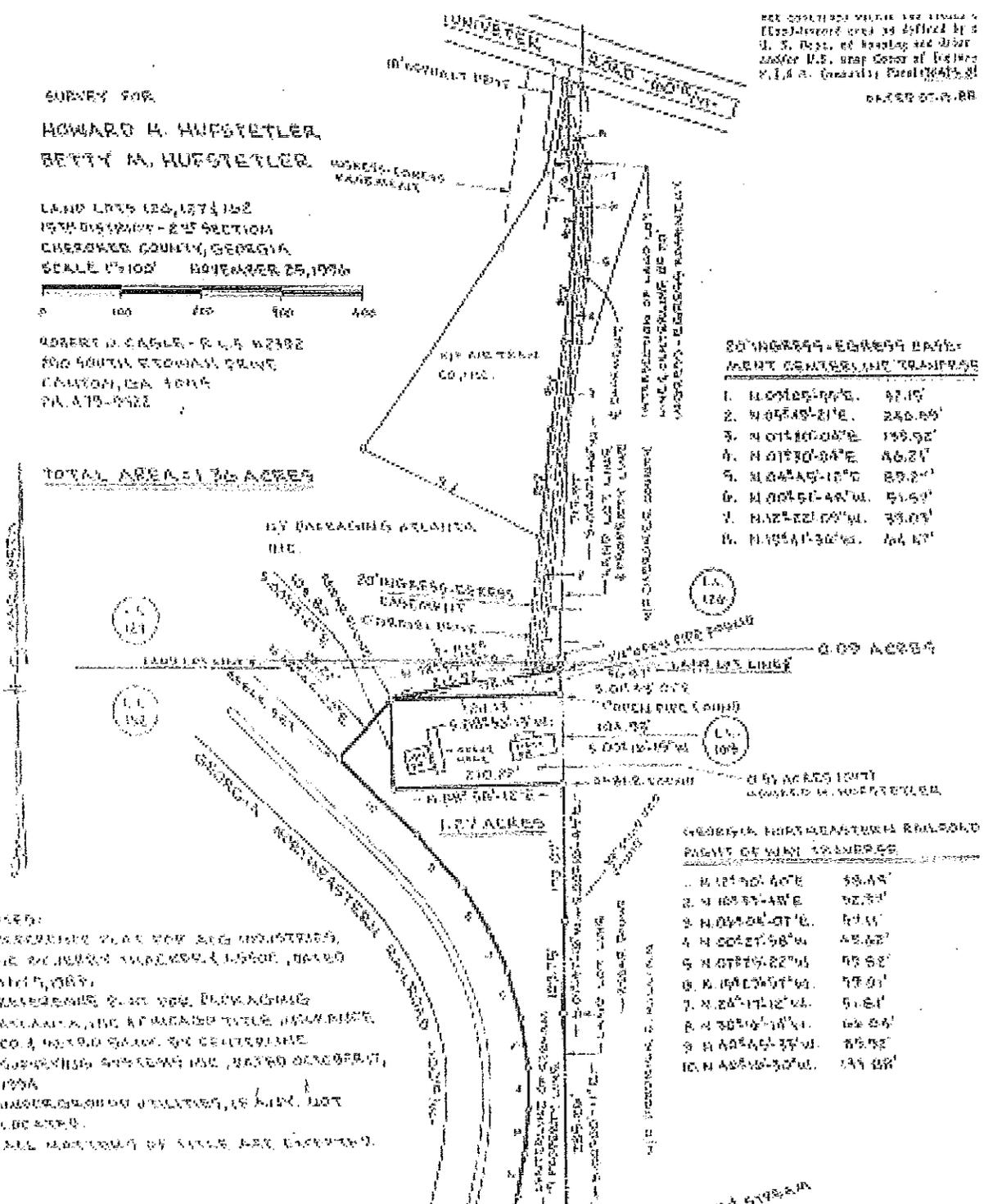
SURVEY FOR
 HOWARD H. HUFSTETLER
 BETTY M. HUFSTETLER

LAND LOTS 120, 127 & 128
 15TH DISTRICT - 2ND SECTION
 CHESTER COUNTY, GEORGIA
 SCALE 1"=100' NOVEMBER 25, 1996



ROBERT D. CASLER - R.O.C. #2382
 500 SOUTH STEWART DRIVE
 CANTON, GA 30114
 P.A. 19-0422

TOTAL AREA = 1.76 ACRES



FOR COMPLETE DETAILS SEE PLAT &
 RECORDED DEED AS REFLECTED BY
 U. S. DEPT. OF AGRICULTURE AND OTHER
 OFFICE U.S. MAP CENTER OF DISTRICT
 N. 1/4 S. CORNERLY Parcel 120, 127, 128

20' INGRESS - EGRESS EASEMENT CENTERLINE TRANSFER

1. N 01° 05' 00" E.	97.15'
2. N 05° 45' 21" E.	240.69'
3. N 01° 16' 00" E.	139.92'
4. N 01° 30' 04" E.	86.24'
5. N 04° 45' 12" E.	89.24'
6. N 00° 51' 44" W.	51.52'
7. N 42° 22' 00" W.	33.07'
8. N 13° 51' 13" W.	104.47'

GEORGIA NORTHEASTERN RAILROAD
 PART OF WAY TRANSFER

1. N 12° 40' 40" E.	93.43'
2. N 08° 33' 48" E.	92.30'
3. N 04° 04' 04" E.	57.11'
4. N 00° 27' 58" W.	45.62'
5. N 07° 19' 22" W.	95.52'
6. N 19° 03' 07" W.	77.01'
7. N 24° 17' 12" W.	51.84'
8. N 38° 10' 10" W.	102.26'
9. N 48° 40' 37" W.	85.52'
10. N 48° 10' 30" W.	143.02'

NOTES:
 1. EXISTING PLAT FOR ALL INDUSTRIES, INC. RECORD # 194800 & 194801, DATED 11/17/1989.
 2. EXISTING PLAT FOR BUCKWAGONS ASSOCIATION AT WAGONS TRUCK COMPANY, 500 SOUTH STEWART DRIVE, CANTON, GA 30114, DATED 11/25/1996.
 3. EXISTING PLAT FOR BUCKWAGONS ASSOCIATION, 18 W. 1ST ST. CANTON, GA 30114.
 4. ALL DISTANCES OF THIS PLAT ARE CORRECTED.



Cherokee County, Georgia Agenda Request

SUBJECT: PT Case Management Position

MEETING DATE: 6/4/2013

SUBMITTED BY: Nathan Brandon

COMMISSION ACTION REQUESTED:

Approve the creation of new position and the budget amendment for new PT Case Management position which is fully funded by ARC grant funds

FACTS AND ISSUES:

New PT, (NO BENEFITS) Case Management Position, (to begin July 1, 2013) fully funded by FY2014 ARC Grant Funds.

Position will be eliminated should grand funds not be available in FY2015.

This new position will assist with the current Case Management load and provide much needed relief in shortening of the current waiting list.

BUDGET: FY2013

Budgeted Amount:	\$5,248.00	Account Name: Senior Services
Amount Encumbered:	0	Account #: 25521000-511200-CMCBS
Amount Spent to Date:	0	25521000-512200-CMCBS
Amount Requested:	\$5,248.00	25521000-512300-CMCBS
Remaining Budget:	0	

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.

***Revenue Account 22160-334100-CMCBS will fully reimburse the fund.**

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: Nathan Brandon

COUNTY MANAGER: _____

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

COPY

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
22160	334100-CMCBS	HCBS Case Management	5,248.00

5,248.00

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
2552100	511200-CMCBS	PART-TIME SALARY	4,875.00
2552100	512200-CMCBS	FICA	302.00
2552100	512300-CMCBS	MEDICARE	71.00

5,248.00

PURPOSE OF TRANSFER/ AMENDMENT

New Part Time Case Management Position created for State FY14 (begins July 1, 2013)
 Position and payroll taxes fully funded by ARC Grant Monies
 Program: HCBS Service Service: HCBS - Case Management-Ind
 Position will be eliminated should grant funds discontinue in State FY15
 Need to amend County adopted FY13 to include 3 months (July, August & September) of new position

Department Head Approval: Nathan Branch

County Manager Approval: _____

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

COPY



Cherokee County, Georgia Agenda Request

SUBJECT: Automatic Aid Agreement – Pickens County MEETING DATE: June 4, 2013

SUBMITTED BY: Chief Tim Prather

COMMISSION ACTION REQUESTED:

Consideration and approval of the Automatic Aid Agreement (attached) between Cherokee County and Pickens County to render supplemental fire suppression and protection to the other party in the event of fire or other local emergencies and take part in joint training.

FACTS AND ISSUES:

This agreement authorizes "automatic aid" for fire emergencies between Cherokee and Pickens County. This agreement will provide homeowners in specific areas exceeding the maximum allowable distance from a fire station the potential benefit of reduced insurance premiums.

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:

Approval of Automatic Aid Agreement between Cherokee County and Pickens County to cooperate with and render assistance; to enable each party to render assistance to the other for fire protection and emergency rescue services.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: *Tim Prather* _____

COUNTY MANAGER: _____

Automatic Aid Agreement

This Agreement is made and entered into this 1st day of July 2013 by and between the County of Cherokee and the County of Pickens, both organized and existing under the laws of the State of Georgia, acting by and through their duly elected officials.

Witnesseth:

WHEREAS, The County of Cherokee and the County of Pickens, Georgia are contiguous;

and,

WHEREAS, The County of Cherokee and the County of Pickens each maintain and staff a fire department for the purposes of fire suppression, protection, and prevention, and for emergency medical services;

and,

WHEREAS, The County of Cherokee and County of Pickens have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression and protection to the other party in the event of fire or other local emergency and take part in joint training exercises; and,

WHEREAS, It is the desire of the signatories hereto to enter into this Agreement for automatic aid and first response, pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and Article IX, Section III, Paragraph 1.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1 – AUTOMATIC AID

Paragraph 1.0 The parties shall establish a mutually beneficial response district (the "Automatic Aid Area") within their jurisdictions up to certain feasible boundary limits as agreed upon by the Cherokee County Fire Chief and the Pickens County Fire Chief.

Paragraph 1.1 In the event any fire, rescue situation, disturbance, or other fire related local emergency occurs in the Automatic Aid Area, the County of Cherokee and the County of Pickens shall provide such fire suppression, prevention, protection and rescue services as may be reasonably required to cope with such emergency, as part of the first response assignment to ensure that all residential properties in each jurisdiction are located within five (5) miles of a fire station of either jurisdiction, subject to the limitations set forth in this Agreement.

ARTICLE 2 – SCOPE/TRAINING

Paragraph 2.0 The party furnishing aid within the other party's jurisdiction shall determine the actual amount of equipment and staff it will extend in each instance of emergency aid based on the available personnel and equipment and on local conditions at the time of the emergency.

Paragraph 2.1 It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chief for each party.

ARTICLE 3 – SUPERVISORS

Paragraph 3.0 If a Battalion Chief or Acting Battalion Chief is requested to respond to a particular incident, then that officer is expected to coordinate and give general directions as to the work to be done. This officer is expected to be in command until properly relieved by a Chief Officer of the jurisdiction receiving the aid.

Paragraph 3.1 Personnel who are furnished will work as far as possible under their own supervisor and with their own equipment, except as otherwise provided in Paragraph 3.0.

Paragraph 3.2 All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid, except as otherwise provided in Paragraph 3.0.

ARTICLE 4 – LIABILITY

Paragraph 4.0 There shall be no liability imposed on any party or its personnel for failure to respond to requests for aid pursuant to this Agreement.

Paragraph 4.1 Every employee shall be deemed to be the employee of and agent for his/her regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than his/her regular employer.

Paragraph 4.2 All damages or repairs to any equipment or apparatus that occur during the provision of aid under this Agreement shall be the responsibility of the owner jurisdiction.

ARTICLE 5 – COMPENSATION

Paragraph 5.0 No party under this Agreement will be required to pay any compensation or reimbursement to the other party, or any employee, officer or agent thereof, under this Agreement for services rendered pursuant to this Agreement. Each party shall pay its own personnel without cost to the other party.

Paragraph 5.1 The mutual advantage and protection afforded by this Agreement is considered adequate compensation to both parties.

Paragraph 5.2 Each party to this Agreement shall comply with Workers Compensation laws of the State of Georgia without any cost to the other party.

ARTICLE 6 – RELEASE OF CLAIMS

Paragraph 6.0 Each of the parties agrees, to the extent, if any, allowed by law, to release, indemnify, defend, and forever hold harmless the other party, including its officers, boards, commissions, elected officials, employees and agents, from any and all liabilities, claims, judgment, cost or demands for damage or injury to any person or property whether directly arising or indirectly arising out of the use of

any vehicle, equipment or apparatus being used by the other party or other act of the other party during the provision of service pursuant to this Agreement.

ARTICLE 7 – NO THIRD PARTY RIGHTS

Paragraph 7.0 This Agreement does not create any rights in or for any third party or parties and shall not be construed as, or deemed to be, an Agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever.

ARTICLE 8 – INJURIES TO PERSONNEL

Paragraph 8.0 Any and all damage or other compensation of any type or kind which is required to be paid to an employee of either party by reason of an injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing such person.

ARTICLE 9 – TERM OF AGREEMENT

Paragraph 9.0 This Agreement shall commence on the date of its approval and entry into the minutes of the governing body of the County of Cherokee County and the minutes of the governing body of the County of Pickens, Georgia and shall continue until the 31st day of December 2013. This Agreement shall automatically be renewed by the parties on January 1, 2014 and each year thereafter on January 1st unless and until written notice of termination or modification is received by either party from the other within ninety (90) days of the expiration of the term of this Agreement on December 31, 2013 and each December 31st thereafter. This Agreement, if not terminated earlier as provided herein, shall terminate absolutely and without automatic renewal fifty (50) years after the date of execution of this Agreement.

Paragraph 9.1 Nothing in this Article shall preclude termination pursuant to Article 13.

ARTICLE 10 – DISPATCHING OF ALARM

Paragraph 10.0 The County of Pickens shall have one (1) engine automatically dispatched to all structure fires and structure fire alarms in the Automatic Aid Area of Cherokee County, and every such engine shall be designated in the Pickens County E911 center engine run list.

Paragraph 10.1 The County of Cherokee shall have one (1) engine automatically dispatched to all structure fires and structure fire alarms in the Automatic Aid Area of Pickens County, and every such engine shall be designated in the Cherokee County E911 engine run list.

ARTICLE 11 – ADMINISTRATION

Paragraph 11.0 It is agreed by each of the parties that for the purpose of liaison and administration, the County of Cherokee Fire Chief and the County of Pickens Fire Chief shall be jointly responsible.

ARTICLE 12 – ENTIRE AGREEMENT

Paragraph 12.0 This Agreement shall constitute the entire Agreement between both parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement signed by the County of Pickens, acting by and through the elected officials, and County of Cherokee, acting by and through the elected officials.

Paragraph 12.1 This Agreement shall be the sole instrument for the provision of emergency fire service between parties hereto.

ARTICLE 13 – TERMINATION

Paragraph 13.0 Either party to this Agreement may terminate this Agreement for convenience by giving not less than ninety (90) days written notice to either party and upon the running of (90) days from such written notice this Agreement shall be terminated.

ARTICLE 14 – SEVERABILITY OF TERMS

Paragraph 14.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 15 – GOVERNING LAW

Paragraph 15.0 This Agreement shall be governed in all respects as to the validity, construction, performance, or otherwise by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereof and hereto set their hands and seals.

Cherokee County

Pickens County

Chairman Buzz Ahrens
Cherokee Board of Commissioners



Chairman Robert Jones
Pickens Board of Commissioners

Fire Chief Tim Prather



Fire Chief Bob Howard



Cherokee County, Georgia Agenda Request

SUBJECT: Roads & Bridges Procurement of Pipe MEETING DATE: 6/4/2013

SUBMITTED BY: Procurement for Public Works, Roads & Bridges

COMMISSION ACTION REQUESTED:

Award purchase order to low bidder, Contech Engineering Solutions in the amount of \$35,046 for the acquisition and delivery of 284LF of corrugated aluminum alloy pipe for the road work on Roscoe Collett Road.

FACTS AND ISSUES:

Roscoe Collett Road is in need of road repair which includes pipe installation; work is scheduled in June and July while school is not in session.

RFB 2013-49: Corrugated Aluminum Alloy Pipe was released on May 17, 2013; bids were received on May 31, 2013. Two (2) bids were received as follows:

<u>Company</u>	<u>Price Per LF</u>	<u>Total Cost</u>
Cherokee Culvert Company, Inc.	\$174.77	\$49,634.68
Contech Engineering Solutions	\$123.40	\$35,045.60

The bids were reviewed by the Procurement Department. Award is being made to the lowest responsive, responsible bidder.

BUDGET:

Budgeted Amount:	\$2.4M	Account Name: SPLOST 2012, Pipe/Drainage
Amount Encumbered:	\$108,000	Account #: 34216000-531135-60013
Amount Spent to Date:	\$420,000	
Amount Requested:	\$35,046	
Remaining Budget:	\$1,836,954	

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 purchase order to low bidder, Contech Engineering Solutions in the total amount of \$35,046 for the acquisition and delivery of 284LF at \$123.40 per LF of corrugated aluminum alloy pipe for the road work on Roscoe Collett Road.

REVIEWED BY:

DEPARTMENT HEAD:

Cliff Harden

AGENCY DIRECTOR:

COUNTY MANAGER

[Signature]

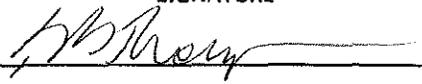
CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2013-49

RFB/RFP NAME: Pipe 72" Corrugated Aluminum

OPENING DATE/TIME: 5/31/2013 @ 10:00AM

Opening/Reading Attendance

COMPANY	PRINT NAME	SIGNATURE
CC Procurement	Kristi Thompson	

Bids/Proposals Received (no particular order)

NAME	CITY/STATE	Non-Coll		Price (per LF)
		Aff	Bid Form	
Cherokee Culvert Co	Macon, GA	yes	yes	174.77
Contech Eng Solutions	Oviedo, FL	yes	yes	123.40



Cherokee County, Georgia Agenda Request

2.5

SUBJECT: HOME PROGRAM

MEETING DATE: June 4, 2013

SUBMITTED BY: Marianne Pieper

COMMISSION ACTION REQUESTED:

Approval to issue a Letter of Intent to provide funding in the amount of \$225,000 from the Senior Home Repair Program to Canton Limited, LP for the development of a 74-unit seniors 55 years of age and older affordable rental housing complex.

FACTS AND ISSUES:

The CDBG staff continues to face the challenge of spending the funds set aside for the repair of Senior Housing. The primary reasons are that the property values have declined not leaving enough equity in the home, seniors have transferred title to their children, or homes are in major disrepair requiring more than our limit allows. The County has received an increase in funding because of population growth. The County has a balance of \$572,000 to be spent for the years 2009-2012. The projection for Senior Home Repairs this year is no more than \$175,000.

Wendover Housing Partners, LLC (Canton Limited, LP) is applying for Low Income Housing Tax Credit (LIHTC) Funding in the amount of \$8,451,655 from DCA for the development of Hardwick Commons, a 74-unit seniors 55 years of age and older affordable rental housing.

Wendover Housing Partners, LLC has requested \$225,000 in HOME Program (2% of the project). Wendover will receive points on the DCA funding request for having other government funds committed for the project. Wendover Homes is a for profit developer that has a proven track record for developing affordable senior rental housing and developing tax credit projects. They are familiar with the HUD guidelines for development as well as the long term requirements for maintaining the property as affordable housing.

The LIHTC application is due to DCA by June 11 and requires the County's commitment to the project for the extra points. The final announcement of award by DCA will be late September/early October and the project would be completed by late Fall 2014.

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:

Approval to issue a Letter of Intent to Wendover Properties with the stipulation that the commitment of HOME funds will only be awarded if the LIHTC is received. To secure the County's funding, the HOME funds will be used for reimbursement after the LIHTC funds are exhausted.

REVIEWED BY:

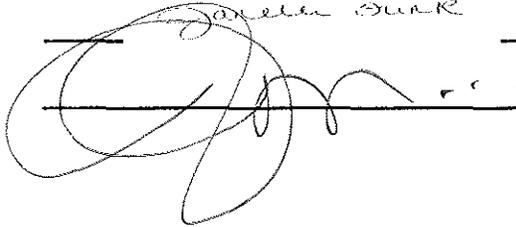
DEPARTMENT HEAD:

Marianne Pifer

AGENCY DIRECTOR:

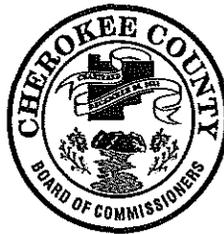
Janell Clark

COUNTY MANAGER



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

June 5, 2013

Mr. Jonathan Wolf
Canton Limited, LP
c/o Wendover Properties
1105 Kensington Park Drive, Suite 200
Altamonte Springs, FL 32714

Re: Letter of Intent - \$225,000 HOME Program Funds

Dear Mr. Wolf:

Cherokee County, Georgia will commit \$225,000 in HOME Program funds for the construction of Hardwick Commons, 401 Marietta Highway, Canton, Georgia, a 74 unit seniors 55+ affordable rental housing development.

These HOME funds are contingent upon Canton Limited, LP's receipt of the Low Income Housing Tax Credit (LIHTC) award from DCA by October 2013. The County's HOME funds will be reimbursed after the LIHTC funds have been exhausted.

All the HUD regulations required for HOME funds and the long term affordable housing affordability period will be applicable to this project.

Yours truly,

L. B. Ahrens, Jr.
Chairman

MEMO

Date: May 24, 2013
To: Jerry Cooper
Cc: Janelle Funk
From: Marianne Pieper
Subject: Affordable Senior Rental Housing/Expenditure of HOME Program Funds

The CDBG staff continues to face a challenge spending the funds set aside for the repair of Senior Housing. The primary reasons we are not able to move forward on many of the homes are: property values have declined not leaving enough equity in the home; seniors have transferred title to their children; homes are in major disrepair requiring more than our limit allows; and the increased funding because of population growth.

The County's Senior HOME Repair Program has a balance of \$572,000 that is in need of spending for years 2009-2012 after the transfer to North Georgia Community Housing Development (Habitat for Humanity is made). The projection for Senior Home Repairs this year is no more than \$175,000 which still leaves almost \$400,000 in HOME Program Funding available.

Wendover Housing Partners, LLC (Canton Limited, LP) is applying for Low Income Housing Tax Credit Funding in the Amount of \$8,451,655 from DCA for the development of Hardwick Commons a 74 unit seniors 55 years of age and older affordable housing community. The project will be new construction on property located at 401 Marietta Highway in Canton and will consist of 40 one bedroom/one bath units and 34 two bedroom/two bath units. Wendover Housing Partners has successfully developed more than 5,000 LIHTC units in Florida, Georgia and Texas. The community will be housed in one building with elevators and will include outdoor amenities including a swimming pool, a picnic area and a gardening area. Inside among other features there will be a community room for activities, a business center with computer access, and gathering areas on each floor.

Wendover Housing Partners, LLC has requested \$225,000 in HOME Program (2% of the project). Wendover will receive points on the DCA funding request for having other government funds committed for the project. A 50% match would be required on the HOME funds which Wendover Housing is able to commit.

Nathan, Margaret, Laura and I met with Wendover last month to discuss the plans they have and Wendover then submitted an application (copy attached) for \$225,000 HOME funding. On June 5, Wendover will be making a presentation at the Cherokee Senior Center to engage the support of the County's seniors in this project.

The timetable for this project:

6/11	DCA Application Due (Requires written commitment of \$225,000 from County)
Late July	DCA 1 st cut notification
Sept/Oct	Final announcement
Dec. 2013	Project to begin
Late Fall 2014	Completion

If the applicant does not make the final cut, the \$225,000 would remain with the County.

The above project addresses the County's commitment to Senior Housing and it also addresses HUD's push to produce more affordable rental housing while allowing the expenditure of HOME Program funding without jeopardizing the senior home repair program.

If this is an activity that merits moving forward, I will prepare the Agenda Request for either a Board Resolution or Letter of Commitment for the June 5, 2013 meeting.



CHEROKEE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT [CDBG] PROGRAM
CAPITAL PROJECT APPLICATION – PROGRAM YEAR 2014

Section 1 – Applicant

Applicant Name [Agency or Organization]: Canton Limited, LP

Applicant Mailing Address: 1105 Kensington Park Drive, Suite 200

City: Altamonte Springs

State: Florida

Zip Code: 32714

Contact Person: Jonathan Wolf

Telephone Number: 407 333-3233x202

Fax Number: 407 333-3919

email: jwolf@wendovergroup.com

DUNS #: _____

EIN/TIN#46-2703810

Section 2 – Project

Project Name: **Hardwick Commons**

Project Location: 401 Marletta Highway, Canton, GA

Total Project Cost: \$10,855,961 CDBG Funds Requested: \$225,000

Other Funding [Match]: Source: Tax Credit Equity \$8,451,655

Source: First Mortgage Loan \$1,900,000

Source: Deferred Dev Fee \$279,306

Project Description:

*(In narrative form address the following: 1) describe the project, including what the project will do, who it will serve, where it will be located, whether it is a new service or an expansion of an existing service, and the **timeline for completion**; 2) describe the national objective the project addresses; 3) describe any unique or innovative elements of the project and, if the project duplicates other projects, what sets it apart; 4) describe any cooperative or collaborative efforts to implement the project; and, 5) describe what measurable results (outcomes) will be achieved by this project.)*

If the proposed project is for the purchase of equipment the narrative should include the type of equipment (recreation, transportation, health services or other equipment) and describe in detail the specifications, quantities, and unit prices.

Hardwick Commons will be a 74 unit senior affordable housing community utilizing LIHTC funding and serving seniors 55 years of age and older. It will be new construction located on property located at 401 Marletta Highway in Canton, Georgia. We will be applying for LIHTC funding from the Georgia Department of Community Affairs in the upcoming cycle in June and if we receive an allocation would have the construction of the community completed in the fall of 2014. There will be a total of 40 one bedroom/one bath units and

34 two bedroom/two bath units. Wendover Housing Partners has successfully developed more than 5,000 LIHTC units in Florida, Georgia and Texas and always strives to include the community in which we develop in the planning process. To this end, contact has already been made with several service agencies in Canton, engaging them in the support of our future residents to enable them to enjoy a decent, safe place to call home with the needed services and activities that will help to make that possible. The community will be housed in one building with elevators and will include outdoor amenities including a swimming pool, a picnic area and a gardening area. Inside among other features, there will be a community room for activities, a business center with computer access, and gathering areas on each floor,

Project Budget:

Utilize and amend the table below as needed, please provide a line item project budget. Include a cost allocation schedule showing all proposed sources and uses of funds. **Please note that match funds at a minimum of 25% of the total project cost are required from the applicant.** The match funds cannot be other federal funds. If your project is selected a Resolution from the applicant's governing body certifying availability of match funds will be required. Indicate the source of cost estimates for any line item amount over \$5,000.

Budget Have not filled in as applying for HOME funds, have attached our Proforma

Amount of CDBG Funds Requested: 225,000.00
 Applicant's Match Funds: 8,451,665.00
 Other Funding: 2,179,307.00
 Total Project Cost: 10,855,961.00

Project Activities	Requested CDBG Funds	Applicant's Match Funds	Other Funding				Total
			Other Federal	State or Local	Other / In-Kind	Program Income	
A. Acquisition Costs							
1. Land							
2. Existing Structures							
3. Other: Financing/Legal							
Appraisals, Soil Tests, Surveys							
B. Arch./Engineering Fee							
1. Architect Fee							
2. Engineering Fee							
3. Other							
C. Construction							
1. Building fee							
2. Infrastructure/On-Site							
3. Landscaping							
4. Labor/Materials							
5. Other (Amenities)							
D. Rehabilitation							
1. Building fee							
2. Infrastructure/On-Site							
3. Landscaping							
4. Labor/Materials							
5. Other							

E. Project Management							
1. Project Management							
2. Project Operating Expense							
a.							
b.							
c.							
3. Supplies							
a.							
b.							
c.							
4. Audit							
5. Other							
F. Other Activities (specify)							
1.							
2.							
3.							
SUB TOTAL (A - F only)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G. General Administration							
1. Salaried Positions: (job titles)							
a. Manager							
b. Maintenance							
c.							
2. Fringe Benefits: specify							
a. Health Insurance							
b. Bonus Structure							
c.							
SUB TOTAL (G - only)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL (A - G)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

1. Provide a Budget Narrative on any line item over \$5,000.
2. Will this project incur ongoing operating costs? Yes No
3. Describe plans for funding this project in subsequent years. A low permanent mortgage amount coupled with rental income will be sufficient to cover operating costs in subsequent years. SEE ATTACHED OPERATING PROFORMA.
4. Would you accept partial funding for this project? Yes No

Section 3 - Measures

National Objective: To provide additional senior housing on an income restricted basis for persons 55 years of age and older.

Total Number of Persons to Benefit: Minimum 104 (1 person per BR), Maximum 208 (2 persons per BR)

Total Number of Low to Moderate Income Persons Who Will Benefit: Up to 208 per LIHTC Bedroom Guidelines – Maximum 2 persons per bedroom.

**Cherokee County CDBG Maximum Household Income Limits*
Effective: December 2012**

No. of Persons	Extremely Low (30% MFI)	Very Low (50% MFI)	Low Income (80% MFI)
1	\$13,950	\$23,250	\$37,150
2	\$15,950	\$26,550	\$42,450
3	\$17,950	\$29,850	\$47,750
4	\$19,900	\$33,150	\$53,050
5	\$21,500	\$35,850	\$57,300
6	\$23,100	\$38,500	\$61,550
7	\$24,700	\$41,150	\$65,800
8	\$26,300	\$43,800	\$70,050

Source: U.S. Department of Housing & Urban Development [HUD]

*Maximum household income limits are revised annually by HUD.

Racial/Ethnic Breakdown Projects by Number of Persons TBD based on Applicants

White	
African-American	
American Indian	
Asian/Pacific Islander	
Hispanic	

If Applicable, the number of: **TBD based on Applicants**

Senior Citizens Who Will Benefit	
Adults with Disabilities	
Abused Spouses	
Abused/Neglected Children	
Homeless Persons	
Female-Headed Households	

Section 4 – Performance Measurement Outcomes & Objectives

Which of the following Performance Measurement Outcomes does your project best exemplify? If you feel that all three are relevant, list in the order of importance with "1" being the most relevant and "3" being the least relevant.

- 2 Improving Availability/Accessibility
- 1 Improving Affordability
- 3 Improving Sustainability

What Performance Measurement "Objective" does your project best exemplify?

- 2 Suitable Living Environment
- 1 Decent Housing
- _____ Creating Economic Opportunity

Section 5 – Supplemental Application Documents

Mark each document that you have attached.

- Organization's history, mission and/or strategic plan
- Current 501(c)(3) tax-exempt certification
- Incorporation approval from the Georgia Secretary of State
- Articles of Incorporation and By-Laws – By-Laws for Developer Entity not created yet.
- Current listing of Officers and Board of Directors
- Most recent Financial Audit/Statement New Entity – No History
- Board Resolution authorizing application and match for CDBG funds
- Key staff resumes

Section 5 - Signatures

I certify that to the best of my knowledge, data in this application are true and correct and the application has been duly authorized for submission by the governing body of the applicant.

Prepared By: Lois D. White
Signature

Date: 5/8/2013

Lois White – Application/Proposal Writer
Printed/Typed Name & Title

Approved By: [Signature]
Jonathan Wolf, Managing Member of General Partner
Printed/Typed Name & Title

Date: 5/8/2013

AN UNSIGNED APPLICATION WILL NOT BE ACCEPTED FOR FUNDING

**FORECASTED BASE-YEAR REVENUES AND EXPENSES
HARDWICK COMMONS**

HUD INCOME LIMIT CALCULATION

2013 4-person MFI	\$	66,300	County	GA Cherokee County
2013 4-Person Very-Low Income Limit		33,150		MSA: Atlanta, GA

	<u>1-person</u>	<u>2-person</u>	<u>3-person</u>	<u>4-person</u>	<u>5-person</u>	<u>6-person</u>
30% Income Limits	\$ 13,950	\$ 15,930	\$ 17,910	\$ 19,890	\$ 21,510	\$ 23,100
50% Income Limits	23,250	26,550	29,850	33,150	35,850	38,500
60% Income Limits	27,900	31,860	35,820	39,780	43,020	46,200

RENT CALCULATIONS - SECTION 42

<u>% of MFI</u>	<u>No. of BRs</u>	<u>Sq Ft</u>	<u>No. of Units</u>	<u>Gross T/C Rent</u>	<u>Utility Allowance</u>	<u>TC Rents</u>	<u>Market Rents</u>	<u>Lower of TC or Market</u>	<u>Net Monthly Rents</u>
50%	1	615.0 SF	10 Units	622	92	530	750	530	5,300
60%	1	615.0 SF	30 Units	745	92	653	575	575	17,250
50%	2	752.0 SF	9 Units	745	119	626	625	625	5,625
60%	2	752.0 SF	24 Units	896	119	777	625	625	15,000
60%	2	752.0 SF	1 Units	896	119	777	-	-	-
TOTALS			<u>74 Units</u>						<u>\$ 43,175</u>

ANNUAL REVENUES

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Rental Income	\$ 518,100	\$ 528,462	\$ 539,031
Late Fees/Other Income	<u>14,414</u>	<u>14,702</u>	<u>14,996</u>
Gross Potential Income	532,514	543,164	554,028
Forecasted Vacancies	37,276	38,021	38,782
Other Non-Occupancy Based Income	-	-	-
Total Vacancies & Reductions	<u>37,276</u>	<u>38,021</u>	<u>38,782</u>
EFFECTIVE GROSS INCOME (EGI)	<u>\$ 495,238</u>	<u>\$ 505,143</u>	<u>\$ 515,246</u>
Administrative Expenses	132,586	136,564	140,660
Operating Expenses	74,360	76,591	78,889
Maintenance Expenses	46,650	48,050	49,491
Fixed Expenses	<u>59,568</u>	<u>61,355</u>	<u>63,196</u>
Total Annual Operating Expenses	313,164	322,559	332,236
Replacement Reserves	<u>18,500</u>	<u>18,500</u>	<u>18,500</u>
Total Operating Costs and Replacement Reserves	<u>331,664</u>	<u>341,059</u>	<u>350,736</u>
NET OPERATING INCOME (LOSS)	<u>\$ 163,574</u>	<u>\$ 164,084</u>	<u>\$ 164,510</u>

**FORECASTED BASE-YEAR OPERATING EXPENSES
HARDWICK COMMONS**

ASSUMPTIONS

Forecasted Vacancy - Apartments	7.00%
Forecasted Increase in Expenses	3.00%
Forecasted Increase in Rents	2.00%

	<u>Expenses</u>	<u>Per Unit</u>	<u>Pct. of EGI</u>
Effective Gross Income (EGI)	\$ 495,238	\$ 6,692	100.00
Administrative Expenses			
Management	24,772	335	5.00%
Other Marketing/Advertising	6,000	81	1.21%
Payroll \$ Taxes	89,814	1,214	18.14%
Tenant Services	6,000	81	1.21%
General Administrative Expenses	6,000	81	1.21%
Total Administrative Expenses	132,586	1,792	26.77%
Operating Expenses			
Trash Removal	12,000	162	2.42%
Elevator	8,000	108	1.62%
Utilities	14,400	195	2.91%
Water & Sewer	39,960	540	8.07%
Total Operating Expenses	74,360	1,005	15.02%
Maintenance Expenses			
Grounds	12,000	162	2.42%
Van Expense	12,450	168	2.51%
Maintenance	22,200	300	4.48%
Total Maintenance Expenses	46,650	630	9.42%
Fixed Expenses			
Real Estate Tax	39,979	540	8.07%
Insurance	19,589	265	3.96%
Total Fixed Expenses	59,568	805	12.03%
Total Annual Operating Expenses	313,164	4,232	63.24%
Replacement Reserves	18,500	250	3.74%
Total Operating Costs & Replacement Reserves	331,664	4,482	66.97%
NET OPERATING INCOME (LOSS)	\$ 163,574	\$ 2,210	33.03%

HARDWICK COMMONS
PROJECT OPERATING FORECAST

2% annual increase of income
3% annual increase of expenses

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Potential Gross Income	518,100	528,462	539,031	549,812	560,808	572,024	583,465	595,134	607,037	619,177
Vending Income	-	-	-	-	-	-	-	-	-	-
Washer/Dryer Income	-	-	-	-	-	-	-	-	-	-
Cable TV Income	-	-	-	-	-	-	-	-	-	-
Late Fees/Other Income	14,414	14,702	14,996	15,296	15,602	15,914	16,233	16,557	16,888	17,226
Vacancy/Collection Loss	(37,276)	(38,021)	(38,782)	(39,558)	(40,349)	(41,156)	(41,979)	(42,818)	(43,675)	(44,548)
Effective Gross Income	495,238	505,143	515,246	525,551	536,062	546,783	557,718	568,873	580,250	591,855
Annual Operating Costs	(313,164)	(322,559)	(332,236)	(342,203)	(352,469)	(363,043)	(373,934)	(385,152)	(396,707)	(408,608)
Replacement Reserve	(18,500)	(19,055)	(19,627)	(20,215)	(20,822)	(21,447)	(22,090)	(22,753)	(23,435)	(24,138)
Net Operating Income	163,574	163,529	163,383	163,132	162,771	162,293	161,694	160,968	160,108	159,109
Debt Service: 1st Mortgage	(136,698)	(136,698)	(136,698)	(136,698)	(136,698)	(136,698)	(136,698)	(136,698)	(136,698)	(136,698)
Debt Service: 2nd Mortgage	-	-	-	-	-	-	-	-	-	-
Debt Service: 3rd Mortgage	-	-	-	-	-	-	-	-	-	-
Before Tax Cash Flow	26,877	26,831	26,686	26,435	26,073	25,596	24,997	24,270	23,411	22,411
	1,924,400	1,731,960								
DSC: 1st Mortgage	1.20	1.20	1.20	1.19	1.19	1.19	1.18	1.18	1.17	1.16
DSC: Blended	1.19661	1.20	1.20	1.19	1.19	1.19	1.18	1.18	1.17	1.16

	Year 11	Year 12	Year 13	Year 14	Year 15	
Potential Gross Income	631,561	644,192	657,076	670,218	683,622	100.00%
Vending Income	-	-	-	-	-	
Washer/Dryer Income	-	-	-	-	-	
Cable TV Income	-	-	-	-	-	
Late Fees/Other Income	17,571	17,922	18,280	18,646	19,019	
Vacancy/Collection Loss	(45,439)	(46,348)	(47,275)	(48,220)	(49,185)	
Effective Gross Income	603,692	615,766	628,081	640,644	653,456	
Annual Operating Costs	(420,866)	(433,492)	(446,497)	(459,892)	(473,689)	
Replacement Reserve	(24,862)	(25,608)	(26,377)	(27,168)	(27,983)	
Net Operating Income	157,964	156,665	155,208	153,584	151,785	
Debt Service: 1st Mortgage	(136,698)	(136,698)	(136,698)	(136,698)	(136,698)	
Debt Service: 2nd Mortgage	-	-	-	-	-	
Debt Service: 3rd Mortgage	-	-	-	-	-	
Before Tax Cash Flow	21,266	19,968	18,510	16,886	15,087	
DSC: 1st Mortgage	1.16	1.15	1.14	1.12	1.11	
DSC: Blended	1.16	1.15	1.14	1.12	1.11	

HARDWICK COMMONS
SUPPLEMENTAL SCHEDULE OF FORECASTED SOURCES OF FINANCING

SOURCES INFORMATION

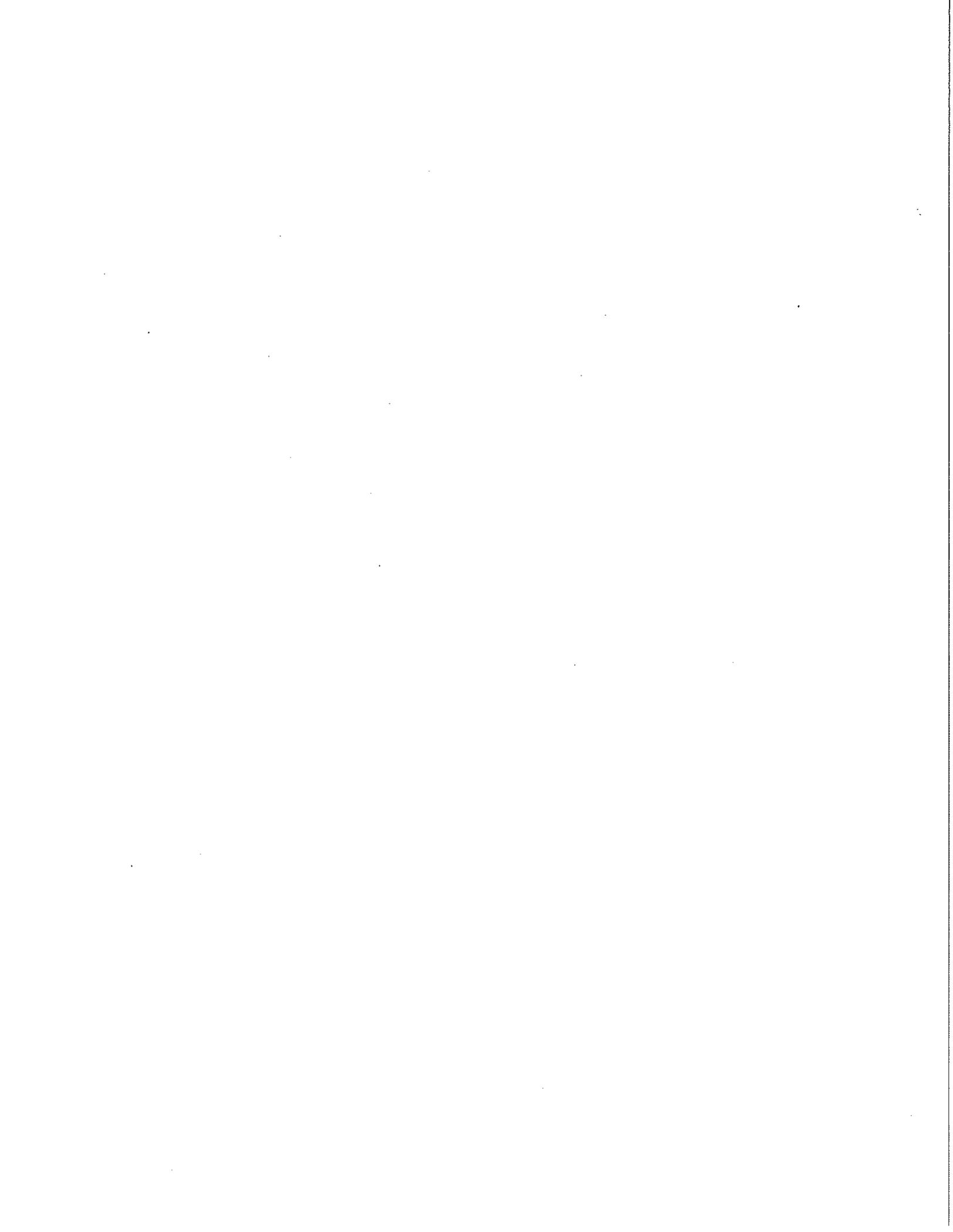
Type of Funding Source	1	Cherokee County HOME Loan	Def Dev Note	Construction Loan
	Permanent Mortgage			
Principal	\$ 1,900,000	\$ 225,000	\$ 279,307	\$ 2,000,000
Annual Interest Rate	6.00%	0.00%	0.00%	6.00%
Reinvestment Rate (if Bonds)				
Term of Loan	18.0 Yrs	20.0 Yrs	13.0 Yrs	
Amortization (Years to Payoff)	30.0 Yrs	20.0 Yrs	13.0 Yrs	
Forecasted NOI	164,084	164,510		
Debt Service Coverage	1.20	#DIV/0!		
Pct. of Cash Flow to Apply	N/A	N/A		
Monthly Payment	11,391	-		
Annual Debt Service	136,698	-	21,485	
Payment in First Year	56,957	-		
Year Loan Closes	2015			

**FORECASTED TAX CREDIT CALCULATION
HARDWICK COMMONS**

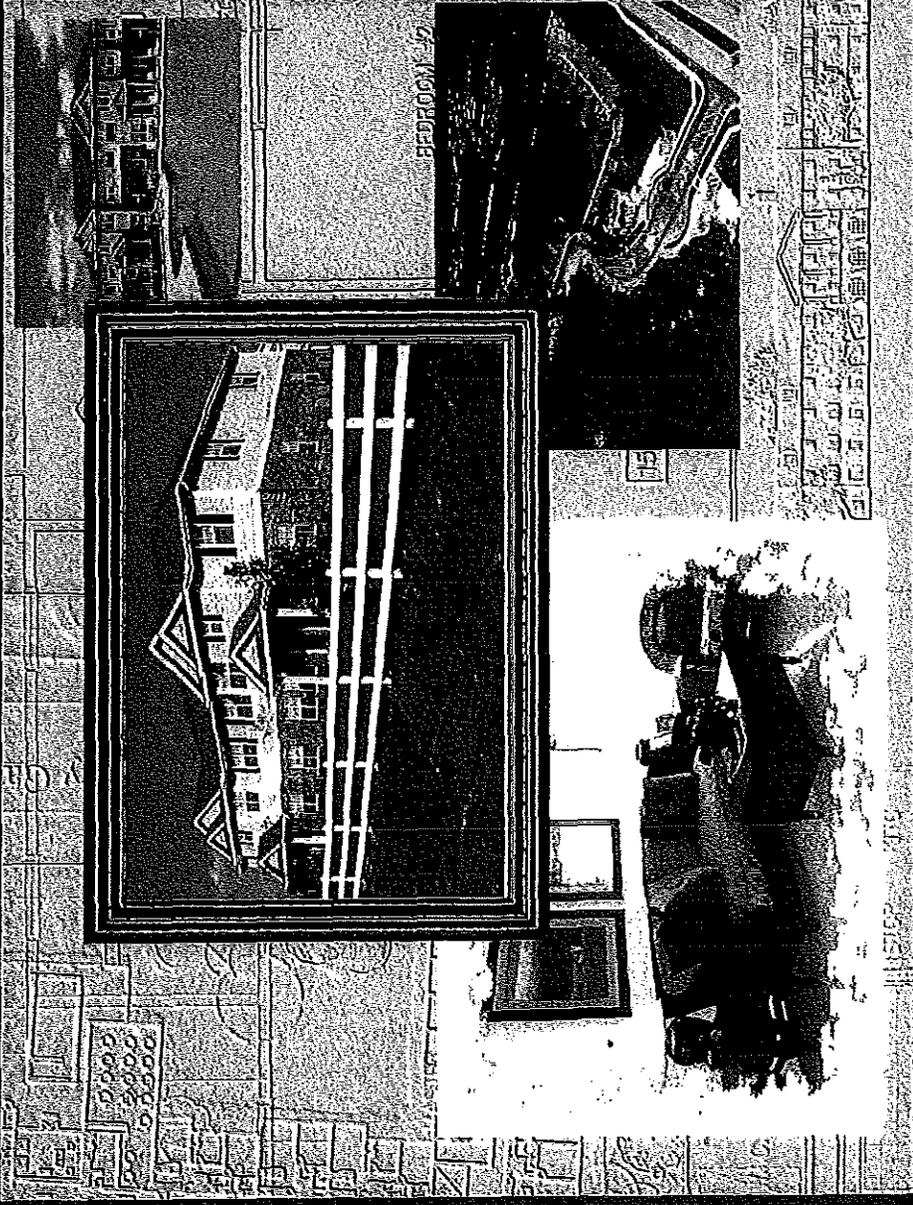
ESTIMATED ELIGIBLE BASIS		<u>Project Costs</u>	<u>New Constr/ Rehab Basis</u>	<u>Amortizable Basis</u>	<u>Ineligible Basis</u>
Hard Construction Costs					
Builders Profit	6.000%	345,000	345,000	-	-
New Rental Units		4,867,700	4,867,700	-	-
Amenities		150,000	150,000	-	-
Site Work		750,000	468,205	-	281,795
General Requirements	6.000%	345,000	345,000	-	-
General Overhead	2.000%	116,000	116,000	-	-
Hard Cost Contingency		232,300	232,300	-	-
Sub-Total		<u>6,806,000</u>	<u>6,524,205</u>	-	281,795
Appraisal		5,000	5,000	-	-
Architect Fee - Design		165,000	165,000	-	-
Architect Fee - Supervision		15,000	15,000	-	-
Landscape Architect		25,000	25,000	-	-
Survey Fees		25,000	25,000	-	-
Engineering Fees		125,000	125,000	-	-
Soil Borings		6,000	6,000	-	-
Impact/Utility Connection Fees		403,143	403,143	-	-
Bank Inspection/Earthcraft Fees		51,075	51,075	-	-
Builders Risk Insurance		70,000	70,000	-	-
Building Permit Fees		57,468	42,468	-	15,000
Real Estate Taxes		13,042	13,042	-	-
Accounting/Auditing		20,000	15,000	-	5,000
Permanent Loan Origination Fee		19,000	-	19,000	-
Permanent Loan Closing Costs		15,000	-	15,000	-
Construction Loan Closing Costs		25,000	12,500	-	12,500
Construction Interest		162,000	105,300	-	56,700
Construction/Bridge Loan Origination Fee		20,000	20,000	-	-
Title and Recording		50,000	-	-	50,000
Legal Fees		110,000	7,500	102,500	-
GA Administrative Fee		76,000	-	-	76,000
GA Application Fee		6,500	-	-	6,500
GA Compliance Fee		59,200	-	59,200	-
GA Credit Final Inspection Fee		3,000	-	3,000	-
Rent-up Reserve		78,291	-	-	78,291
Operating Reserve		224,931	-	-	224,931
Developer Fee	15.00%	\$ 1,291,662	1,291,662	-	-
Land		650,000	-	-	650,000
Contingency		-	-	-	-
Market Study		3,250	3,250	-	-
Environmental Report		5,400	5,400	-	-
Personal Property		150,000	150,000	-	-
Marketing/Advertising		120,000	-	-	120,000
TOTAL DEVELOPMENT COSTS		\$ 10,855,961	\$ 9,080,545	\$ 198,700	\$ 1,570,217
TOTAL DEVELOPMENT COST PER UNIT		\$ 146,702			
			<u>New Constr/ Rehab Basis</u>	<u>Acquisition Basis</u>	<u>New Constr/ Rehab Basis</u>
Multiplied by the Applicable Fraction			100.00%	100.00%	100.00%
Total Qualified Basis			9,080,545	-	9,080,545
Multiplied by the Applicable Percentage			9.00%	9.00%	9.00%
TOTAL FORECASTED ANNUAL TAX CREDITS			<u>805,000</u>	<u>-</u>	<u>805,000</u>

**FORECASTED SOURCES & USES OF FUNDS
HARDWICK COMMONS**

	<u>AFR METHOD</u>		<u>Construction</u>
	<u>Total</u>	<u>Total</u>	<u>Period</u>
SOURCES OF FUNDS			
Permanent Mortgage	Int Rate 6.00% Am Period \$ 1,900,000 30.0 Yrs	\$ 1,900,000	\$ -
Cherokee County HOME Loan	Int Rate 0.00%	225,000	225,000
Deferred Costs		-	318,131
Construction Loan	Int Rate 6.00%		2,000,000
Deferred Developer Fee Note		279,307	1,128,924
Return from Sale of Tax Credits during Construction period		-	7,183,907
Return from Sale of Tax Credits		8,451,655	-
		8,451,655	-
TOTAL SOURCES OF FUNDS		10,855,961	10,855,961
USES OF FUNDS			
Construction/Rehab Hard Costs	6,806,000	6,806,000	6,806,000
Appraisal	5,000	5,000	5,000
Architect Fee - Design	165,000	165,000	165,000
Architect Fee - Supervision	15,000	15,000	15,000
Landscape Architect	25,000	25,000	25,000
Survey Fees	25,000	25,000	25,000
Engineering Fees	125,000	125,000	125,000
Soil Borings	6,000	6,000	6,000
Impact/Utility Connection Fees	403,143	403,143	403,143
Bank Inspection/Earthcraft Fees	51,075	51,075	51,075
Builders Risk Insurance	70,000	70,000	70,000
Building Permit Fees	57,468	57,468	57,468
Real Estate Taxes	13,042	13,042	13,042
Accounting/Auditing	20,000	20,000	20,000
Permanent Loan Origination Fee	19,000	19,000	19,000
Permanent Loan Closing Costs	15,000	15,000	15,000
Construction Loan Closing Costs	25,000	25,000	25,000
Construction Interest	162,000	162,000	162,000
Construction/Bridge Loan Origination Fee	20,000	20,000	20,000
Closing Costs, Legal & Bond Premium	160,000	160,000	160,000
GA Administrative Fee	76,000	76,000	76,000
GA Application Fee	6,500	6,500	6,500
GA Compliance Fee	59,200	59,200	59,200
GA Credit Final Inspection Fee	3,000	3,000	3,000
Reserves	303,222	303,222	303,222
Developer Fee	1,291,662	1,291,662	1,291,662
Land	650,000	650,000	650,000
Contingency	-	-	-
Market Study	3,250	3,250	3,250
Environmental Report	5,400	5,400	5,400
Personal Property	150,000	150,000	150,000
Marketing/Advertising	120,000	120,000	120,000
		10,855,961	10,855,961
TOTAL USES OF FUNDS		\$ 10,855,961	\$ 10,855,961



Wendover Housing Partners, LLC



Developing Communities Across
Florida, Georgia, and Texas

Mission Statement

To create public/private partnerships for the development of affordable communities.

Our Philosophy

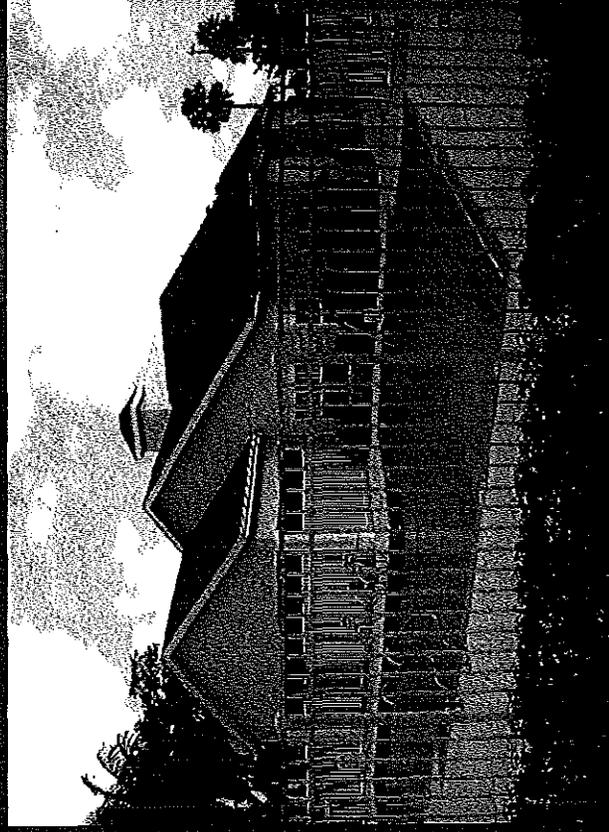
To provide our tenants with comfortable communities, quality construction, select amenities and prompt attentive management while creating economically viable investments for our partners. This commitment is embodied by our values of integrity, professionalism and cost effectiveness.

Wendover Housing Partners, LLC

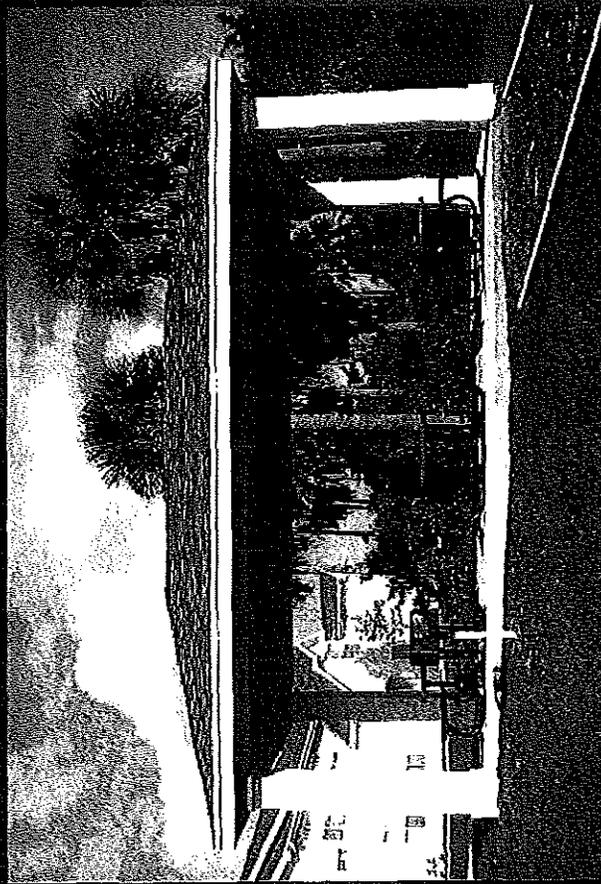
Experience Summary

Cabana Club	Cutler Ridge, Florida	334 Units
Lindsey Gardens	Gifford, Florida	96 Units
Glen Oaks	Tallahassee, Florida	256 Units
Park Richey	New Port Richey, Florida	200 Units
Rotonda Lakes	Rotonda, Florida	176 Units
Cove at St. Lucie	Port St. Lucie, Florida	144 Units
Dunwoodie Place	Orlando, Florida	172 Units
Park Springs	Plant City, Florida	200 Units
Pasco Woods	Wesley Chapel, Florida	200 Units
Spring Harbor	Mt. Dora, Florida	248 Units
Whistler's Cove	Naples, Florida	240 Units
Whistler's Green	Naples, Florida	168 Units
Madison Commons	Middleburg, Florida	160 Units
Madison Chase	West Palm Beach, Florida	230 Units
Whistler's Park at Lakeside	Kissimmee, Florida	160 Units
Crescent Club	Orlando, Florida	215 Units
Irongate	Ruskin, Florida	160 Units
Madison Meadows	Statesboro, Georgia	120 Units
Westchester Woods	Pflugerville, Texas	250 Units
Hunter's Chase	Thomasville, Georgia	112 Units
Madison Woods	Jacksonville, Florida	240 Units
Lansdowne Terrace	Lutz, Florida	160 Units
Madison Green	Palm Coast, Florida	128 Units
Charleston Cay	Port Charlotte, Florida	128 Units
Flagler Village	Key West, Florida	49 Units
Marcis Pointe	Jacksonville, Florida	120 Units
	Total Units	4,666 Units

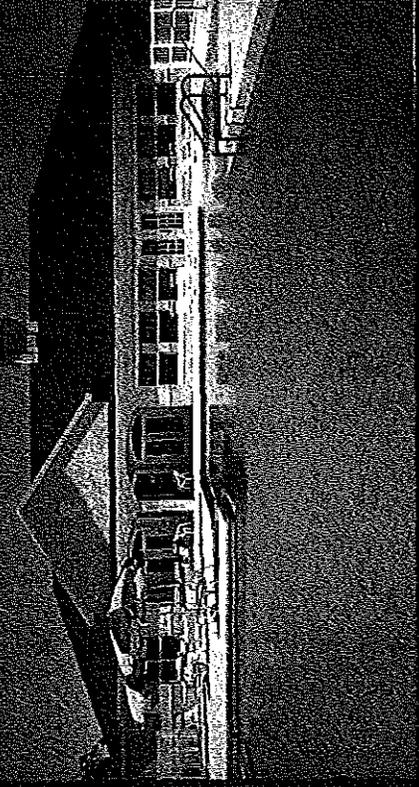
Madison Chase Apartments West Palm Beach, Florida



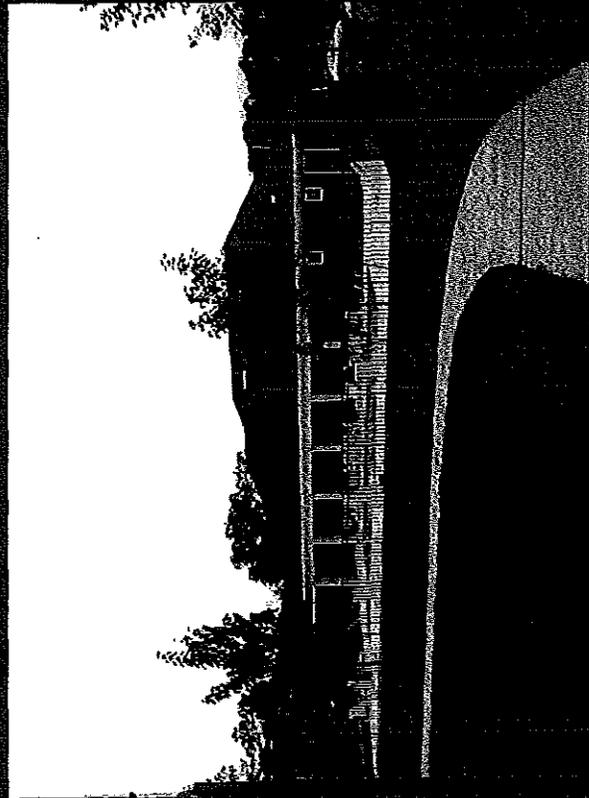
Madison Chase Apartments West Palm Beach, Florida



Rotonda Lakes Seniors Apartments Rotonda, Florida



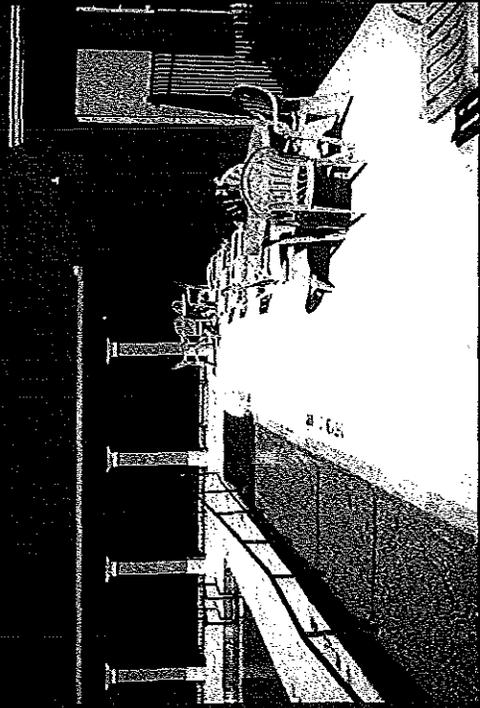
Madison Meadows Statesboro, Georgia



Irongate Senior Apartments Ruskin, Florida



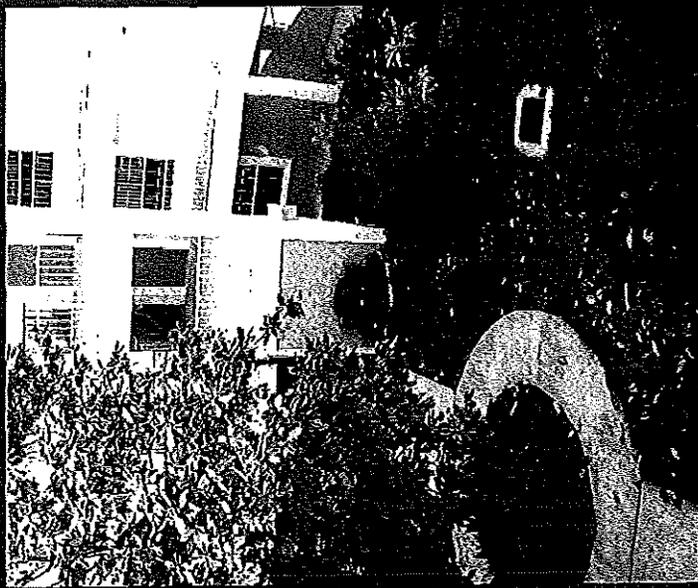
Irongate Senior Apartments Ruskin, Florida



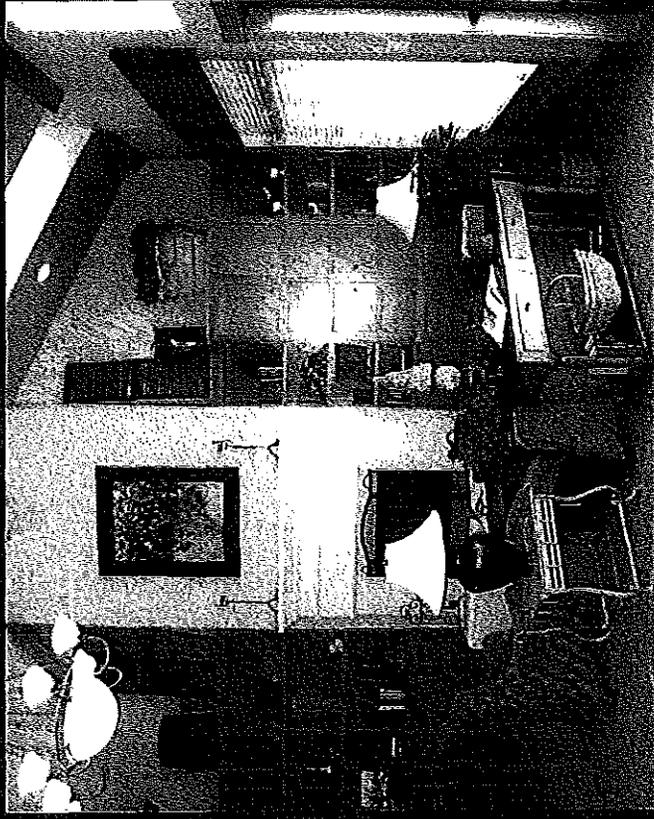
Crescent Club Seniors Apartments Orlando, Florida



Crescent Club Seniors Apartments
Orlando, Florida



Westchester Woods
Pflugerville, Texas



Wendover Housing Partners, LLC

Jonathan L. Wolf

Mr. Wolf has extensive experience in the development of single-family, multi-family, and condo development, developing more than 10,000 units in more than six states.

Wendover Housing Partners, founded in 1997, specializes in the development of Low Income Housing Tax Credit properties.

Wendover Housing Partners, LLC
1105 Kensington Park Drive, Suite 200
Altamonte Springs, Florida 32714
Tel: (407) 333-3233 Fax: (407) 333-3919

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF LIMITED PARTNERSHIP

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Canton Limited, LP
a Domestic Limited Partnership

is hereby issued a CERTIFICATE OF LIMITED PARTNERSHIP under the laws of the State of Georgia on **March 14, 2013** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on April 11, 2013



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp
Secretary of State

Certificate of Limited Partnership

The Name of the Limited Partnership:

Canton Limited, LP

The Principal Place of Business:

1105 Kensington Park Drive
Suite 200
Altamonte Springs, Florida 32714

Registered Agent's Name and Address:

Brad M. Wolfe
2255 Cumberland Pkwy
Bldg 1300
Atlanta, Georgia 30339, Cobb County

Effective Date: March 14, 2013

General Partner(s):

Canton GP, LLC
1105 Kensington Park Drive
Suite 200
Altamonte Springs, Florida 32714

Optional Provisions:

A person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership on the date set forth below Signed by:
Brad M Wolfe Attorney-in-Fact

Date: 11 April, 2013

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brian P. Kemp**, The Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

Canton GP, LLC
a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on **March 14, 2013** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on March 20, 2013



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp
Secretary of State

Articles of Organization

The Name of the Limited Liability Company:
Canton GP, LLC

The Principal Place of Business:
1105 Kensington Park Drive
Suite 200
Altamonte Springs, Florida 32714

Registered Agent's Name and Address:
Brad M. Wolfe
2255 Cumberland Pkwy
Bldg 1300
Atlanta, Georgia 30339, Cobb County

Effective Date: March 14, 2013

Organizer(s):

Brad M. Wolfe
2255 Cumberland Pkwy
Bldg 1300
Atlanta, Georgia 30339

Optional Provisions:

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date set forth below:

Signed by:
Brad M. Wolfe Attorney-in-Fact

Date: 20 March, 2013

A person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brian P. Kemp**, The Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

Canton Developer, Inc.
a Domestic For-Profit Corporation

is hereby issued a CERTIFICATE OF INCORPORATION under the laws of the State of Georgia on **March 14, 2013** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on March 29, 2013



A handwritten signature in black ink, appearing to read 'B. P. Kemp'.

Brian P. Kemp
Secretary of State

Articles of Incorporation

The Name of the Corporation:

Canton Developer, Inc.

The Principal Place of Business:

1105 Kensington Park Drive
Suite 200
Altamonte Springs, Florida 32714

Registered Agent's Name and Address:

Brad M. Wolfe
2255 Cumberland Pkwy
Bldg 1300
Atlanta, Georgia 30339, Cobb County

Effective Date: March 14, 2013

Optional Provisions:

Shares:

10000

Incorporators:

Brad M Wolfe
2255 Cumberland Pkwy
Bldg 1300
Atlanta, Georgia 30339

A person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on the date set forth below:

Signed by: Brad M Wolfe
Attorney-in-Fact

Date: March 29, 2013

WENDOVER

HOUSING PARTNERS, LLC
1105 KENSINGTON PARK DRIVE, SUITE 200
ALTAMONTE SPRINGS, FLORIDA 32714
TEL: (407) 333-3233 FAX: (407) 333-3919

WENDOVER HOUSING PARTNERS, LLC (WHP) is a Florida corporation specializing in the development and management of affordable housing communities in Florida, Georgia and Texas. Jonathan L. Wolf is the principal shareholder in WHP. Mr. Wolf has been involved in developing more than 5,000 multifamily apartment homes, using funding sources through local housing finance authorities and the Florida Housing Finance Corporation as well as other state housing agencies and federal programs.

JONATHAN L. WOLF is the president and founder of WHP. Mr. Wolf is also president and founder of Wendover Holdings & Company, Inc., an investment banking and real estate development company that has managed the placement of over \$100 million in debt/equity for affordable housing programs as well as completing complex transactions including the sale of a corporation to a NASDAQ-traded entity.

Wendover Management, LLC is the management arm of the WHP group of companies, experienced in the management of multi-family communities, with special emphasis on LIHTC funded properties.

Mr. Wolf, through WHP, has provided extensive work-out management for clients and major financial institutions, including Sunbank, Barnett Bank, GE Capital, AmeriFirst and the RTC. These workouts have included both single family and multi-family properties

Mr. Wolf possesses an extensive banking and financial background, including executive positions at Citicorp Industrial Credit, Inc. and The Chase Manhattan Bank, both of New York. He holds a Bachelor of Science degree from Georgetown University School of Foreign Service and attended the American University in Cairo, Egypt.

GLEN F. BAMBERGER – CONTROLLER Mr. Bamberger was Controller for five years with CED Construction Companies of Maitland, Florida, a company which has developed and owned more than 30,000 affordable housing units. Moving to Wendover Housing Partners for two years, he then formed ELCO Housing Partners and co-developed more than 500 apartment units with federal tax credits and tax exempt bond financing. In 2007, he rejoined the Wendover family. Mr. Bamberger holds a BS – Business Administration degree from Shippensburg University of Pennsylvania.

GARY BRINK – CONSTRUCTION MANAGER Mr. Brink, as Construction Superintendent/Construction Manager, has been responsible for the construction of more than 2,500 multifamily units throughout the State of Florida. In the Single Family construction area, he has opened two sub-divisions in Florida and achieved a Parade of Homes winning entry. He is experienced in coordinating with architects, engineers, designers and local government officials. As Architect Representative, he was instrumental in the construction of Student Housing in Florida, South Carolina and Kentucky.

BRYAN HARTNETT – SENIOR MANAGER Mr. Harnett worked with Florida Housing Finance Department for two years in various positions in the Bond Program ultimately becoming the Multifamily Bond Program Administrator. In his position with The Affordable Housing Institute, and as a Consultant with The Community Builders, Inc., Mr. Harnett successfully closed on a total of 1,110 multifamily units, providing the due diligence, price negotiation and financial structure. These properties were financed through 501(c)3 multifamily bonds He also was responsible for directing asset management activities for a total of 752 units.

Mr. Harnett holds an MBA from Georgia State University, Robinson College of Business and a BA in Public Policy Studies from Duke University. He also maintains real estate broker licenses with North and South Carolina and a Florida real estate sales license.

TERRY CUMMINS – MARKETING DIRECTOR After several years of real estate sales experience, Ms Cummins accepted a position with Taylor Woodrow Communities as Marketing Manager for a premier subdivision in the Orlando area. Subsequently, she became Marketing Director with Heathrow Country Estates, creating and implementing marketing programs, budgets and sales forecasting for this golf and country club community. In 2006, she joined Wendover and was instrumental in the marketing efforts for all multifamily properties. Ms. Cummins attended the University of Central Florida.

LOIS WHITE – ADMINISTRATIVE MANAGER Ms. White has substantial background in the vital areas of management and administration of multifamily housing properties. In addition to project management experience, she has been instrumental in establishing new offices, as well as developing and implementing policies and procedures. Ms. White is responsible for the due diligence process, human resource management and day-to-day support for the entire staff. Prior to joining the Wendover team, she served as an Officer with The Salvation Army, including two overseas assignments in Hong Kong and Nairobi, Kenya.

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