

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

July 2, 2013

3:00 p.m.

Cherokee Hall

AGENDA

1. 2013 Millage Rate Overview by Janelle Funk.
2. Discussion on Rules of Procedure.
3. Discussion of Regular Agenda Items.

Executive Session to Follow

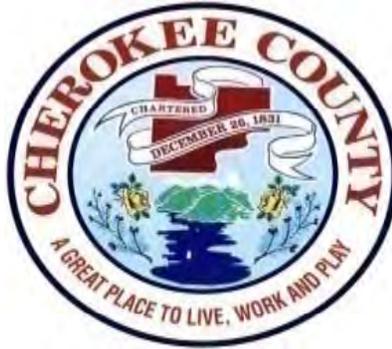
NOTICE

The Cherokee County Board of Commissioners does hereby announce that the 2013 millage rate will be set at a meeting to be held at the Cherokee County Administration Building located at 1130 Bluffs Parkway Canton, GA 30114 on July 16, 2013 at 6:00PM and pursuant to the requirements of O.C.G.A. §48-5-32, does hereby publish the following presentation of the current year's digest and levy, along with the history of the tax digest and levy for the past five years.

The 2013 tax rate published herein is tentative.

CURRENT 2013 TAX DIGEST AND FIVE YEAR HISTORY OF TAX LEVY

	2008	2009	2010	2011	2012	2013
REAL	8,293,389,238	8,006,902,173	7,349,380,507	6,859,719,623	6,245,275,022	6,348,391,434
PERSONAL	327,128,900	331,827,103	314,773,190	321,378,768	325,003,272	328,896,032
MOTOR VEHICLES	620,579,440	646,318,720	565,223,170	563,264,880	610,288,270	636,710,904
MOBILE HOMES	16,920,440	16,462,520	16,462,520	15,166,160	14,909,320	13,592,885
TIMBER	251,458	279,810	713,006	485,201	284,156	869,251
GROSS M&O DIGEST	9,258,269,476	9,001,790,326	8,246,552,393	7,760,014,632	7,195,760,040	7,328,460,506
LESS M&O EXEMPTIONS	610,621,603	637,791,774	593,933,133	559,628,730	521,860,390	511,805,094
NET M&O DIGEST	8,647,647,873	8,363,998,552	7,652,619,260	7,200,385,902	6,673,899,650	6,816,655,412
GROSS M&O MILLAGE RATE	4.400	4.381	4.381	4.720	5.365	5.825
LESS MILLAGE RATE ROLLBACKS	0.019	0.000	-0.339	-0.298	-0.460	0.034
OTHER INCREASE/(DECREASE)	0.000	0.000	0.000	0.347	0.000	0.000
NET M&O MILLAGE RATE	4.381	4.381	4.720	5.365	5.825	5.793
NET TAXES LEVIED	\$ 37,885,345	\$ 36,642,678	\$ 36,120,363	\$ 38,630,070	\$ 38,875,465	\$ 39,488,885
NET TAXES \$ INCREASE	\$ 1,634,716	\$ (1,242,668)	\$ (522,315)	\$ 2,509,707	\$ 245,395	\$ 613,419
NET TAXES % INCREASE	4.51%	-3.28%	-1.43%	6.95%	0.64%	1.58%



Cherokee County Board of Commissioners

2013 MILLAGE RATE OVERVIEW

Presented By Janelle Funk

June 18, 2013



Millage Rate Process

**1.
Determine
Community
Needs**

**2.
Assess
Property
Values**

**3.
Determine
Cost of
Services**

**4.
Consider
Other
Revenue
Sources**

**5.
Remaining
Balance To
Be Funded
by Property
Taxes**

**6.
Calculate
Millage
Rate**



Millage Rate Process

1. Determine Community Needs

Public Safety

Judicial Services

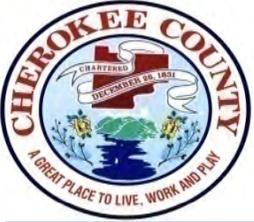
Tax Admin

Other Departments



Cherokee County Justice Center: The county's home for court related services





Millage Rate Process



Preliminary 2013 Net Tax Digest +2.94% *

2012 Net Digest =	\$6,673,899,650	
Reassessment of Existing Property =	\$45,300,201	(+0.68%)
New Growth =	\$150,846,758	(+2.25%)
2013 Preliminary Net Digest =	\$6,870,046,609	(+2.94%)

* As of 05.09.2013



Millage Rate Process

2. Assess
Property
Values

Tax Assessors
Office

Appraises

Reviews/
Appeals

Issues Final
Tax Digest

CHEROKEE BUSINESS

JUNE 5, 2013

THE CHEROKEE LEDGER-NEWS 19

Sudden turnaround Cherokee County real estate market sees drastic upward trend

BY CAROLYN MATHEWS
carolynmathews@ledgernews.com

The real estate industry in Cherokee County is like a bear waking up from a long winter — this spring it has emerged with a roar from complete hibernation and is awake and hungry.

"It is an absolutely crazy seller's market right now," said Associate Broker and Realtor Susan West of ERA Sunrise Realty, who is current president of the Cherokee Association of Realtors.

In Cherokee County, where the tax digest is dependent on residential growth because it greatly outweighs commercial growth, the real estate market reawakening is vital to the county's economy. Before the Great Recession, many in Cherokee were employed in some aspect of the real estate industry, from lumber supply to building and construction to legal services.

West said currently there is about 2.7 months of inventory in the First Multiple Listing Service (FMLS) listings for the area.

"We'd run out after that if no new homes were listed," she explained.

Average home values, she said, have risen in Cherokee over the past year, from April 2012 to April 2013, by 12 percent — the average home value has increased from \$158,000 to \$177,000, a \$19,000 change over the time period.

"Most contracts are for more than list price," West said, "especially distressed properties — 77 percent of multiple offers received are at or above list price."

West said the biggest problem current sales contracts run into is that the appraisals have not caught up with the



Cherokee Association of Realtors President Susan West and Keller Williams Premier Realtor Kris McKeeth tour an open house at a Woodstock property recently with a prospective buyer, Jason Scheidt, of Smyrna.

common with bank-owned properties.

Beity Hutson, owner of Hutson Realty, in Canton, agreed.

"Inventory is quite low right now," she said. "If you look at FMLS right now, almost everything you find is under contract."

Hutson said things have picked up dramatically in the

the current low interest rates and the lower prices."

She said she believes values will begin climbing, with home values increasing from 2 to 5 percent per year.

"Now is the time to buy I would not wait," Hutson said.

She attributed the high interest in Cherokee to the school system. "People look where the schools are good," she said.

West said potential buyers are very aware that the Cherokee County School District had the best SAT scores in the state.

Ed Cordray, managing broker with Atlanta Communities Real Estate, said he doesn't feel like property values are up to the level they were at before the recession, but they are rising sharply.

"Investors have been buying up rentals and foreclosures and driving up prices," he said. "Plus, there hasn't been any homebuilding in five years, and the inventory has been absorbed. People were saying it would be 2020 before it was absorbed, but here we are, and it's 2013."

West said in the past year or so, investors from other states, representing national and international interests, have shown up on the courthouse steps at foreclosure sales on the first Tuesday of each month in Cherokee County.

"They have satchels full of cashier's checks," West said.

Hutson said those investors have "gone in and renovated, putting in hardwoods and (updated) countertops, and now they are going back on the market," she said.

"I'd love to have tons of listings," Cordray said. "It's hard to find a good house for buyers right now." He said anyone who has wanted to sell their home in the past couple of years might consider putting out their sign now. Many homeowners who have been underwater, the Realtors noted, may now no longer be in that situation, since their equity now may be more than their mortgage amount.

- Between 2008 and 2012 the Tax Digest decreased 23%
- Increase in existing and new property is a sign of economic recovery
- Property owners allowed to appeal values
- Could expect Final Net Digest ~ +2.0% to +2.3%

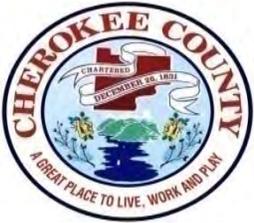


Millage Rate Process



This is the total expected cost of General Fund services for FY2014 ~ \$58M

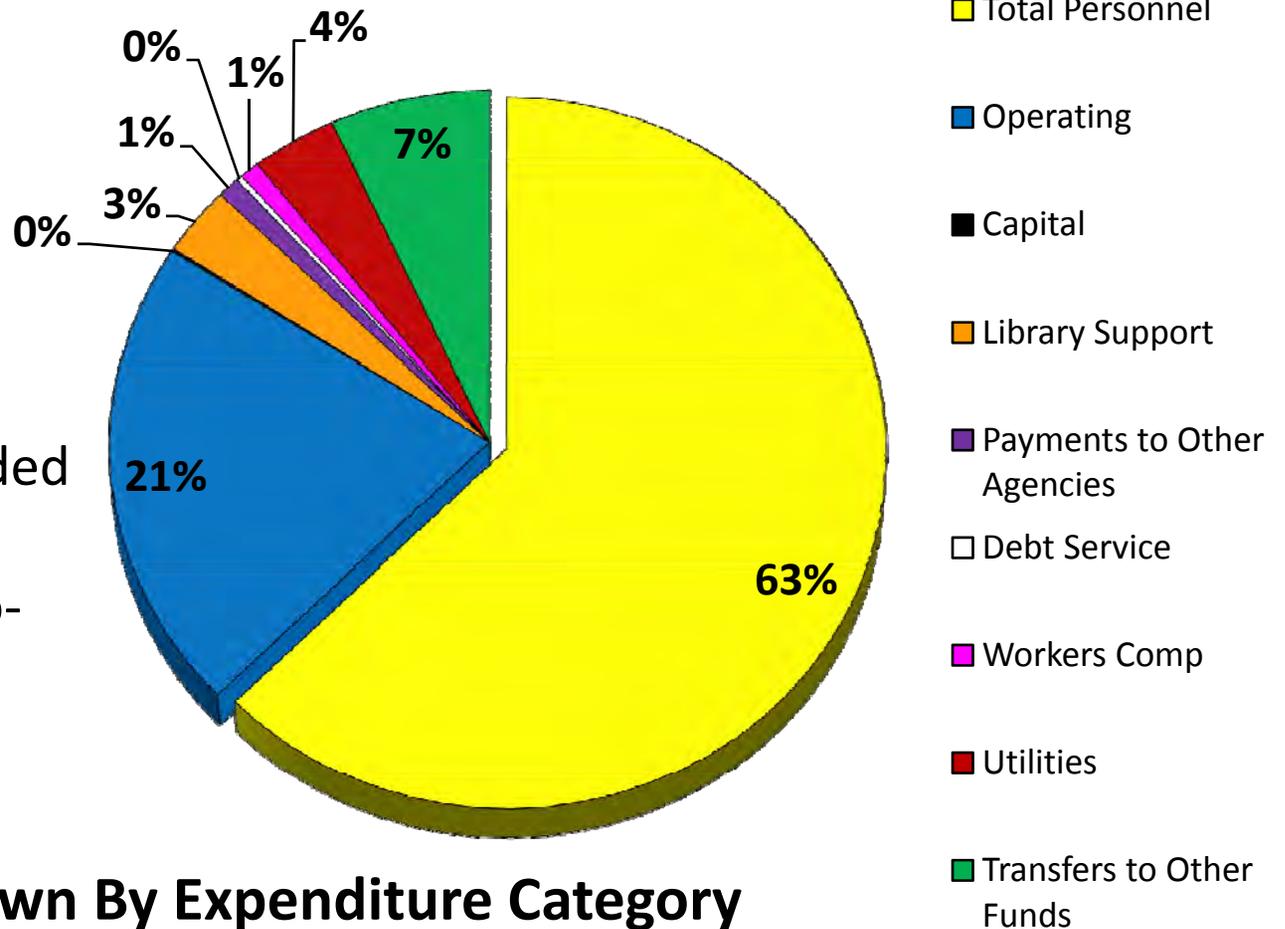
BREAKDOWN OF GENERAL FUND EXPENDITURES	2014 Budget	2013 Budget Adjusted for Pension	Change from 2013	%
Compensation	31,227,292	31,131,165	96,127	0.3%
Benefits	3,434,321	3,422,512	11,809	0.3%
Pension Funding	1,638,909	1,632,809	6,100	0.0%
Total Personnel	36,300,522	36,186,486	114,036	0.3%
Operating	12,447,205	12,855,961	(408,756)	-3.1%
Capital	73,067	119,290	(46,223)	-7.7%
Library Support	1,822,060	1,822,060	0	0.0%
Payments to Other Agencies	560,434	857,621	(297,187)	-40.8%
Debt Service	151,375	662,221	(510,846)	-82.3%
Workers Comp	500,106	600,472	(100,366)	-23.8%
Utilities	2,129,359	2,064,828	64,531	5.6%
Transfers to Other Funds	4,008,880	3,265,184	743,696	19.3%
TOTAL FUNDING USES	57,993,008	58,434,123	(441,115)	-0.8%



Millage Rate Process



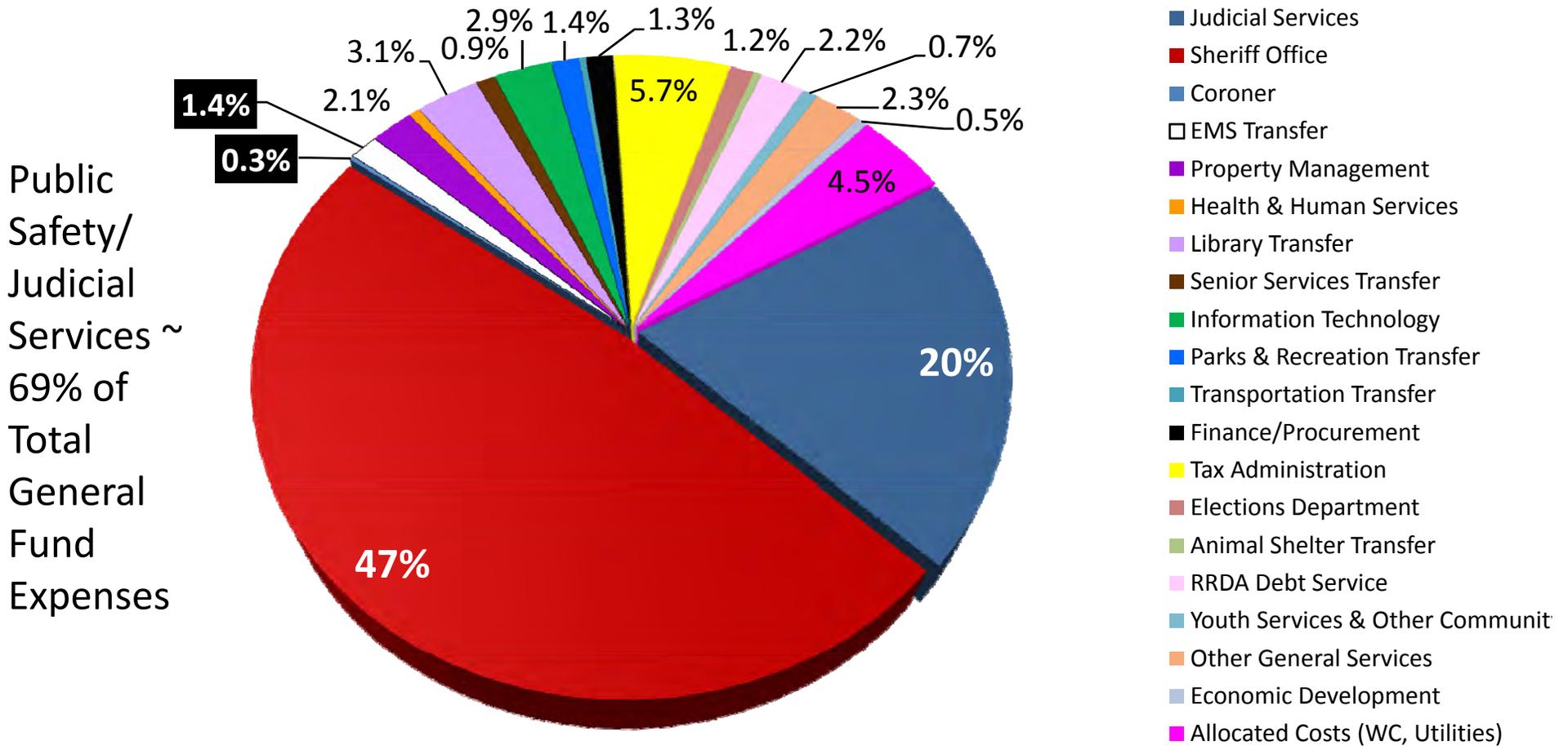
- All Departments Given Targets = 2013 Budget
 - Very few exceptions
- Pension Funding Included
- Targets issued but zero-based budgeting still completed



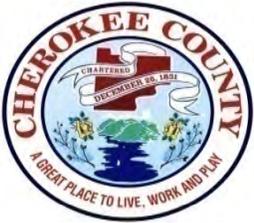
General Fund Breakdown By Expenditure Category



Millage Rate Process



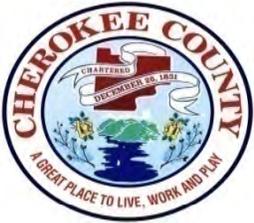
General Fund Breakdown by Agency/Department



Millage Rate Process



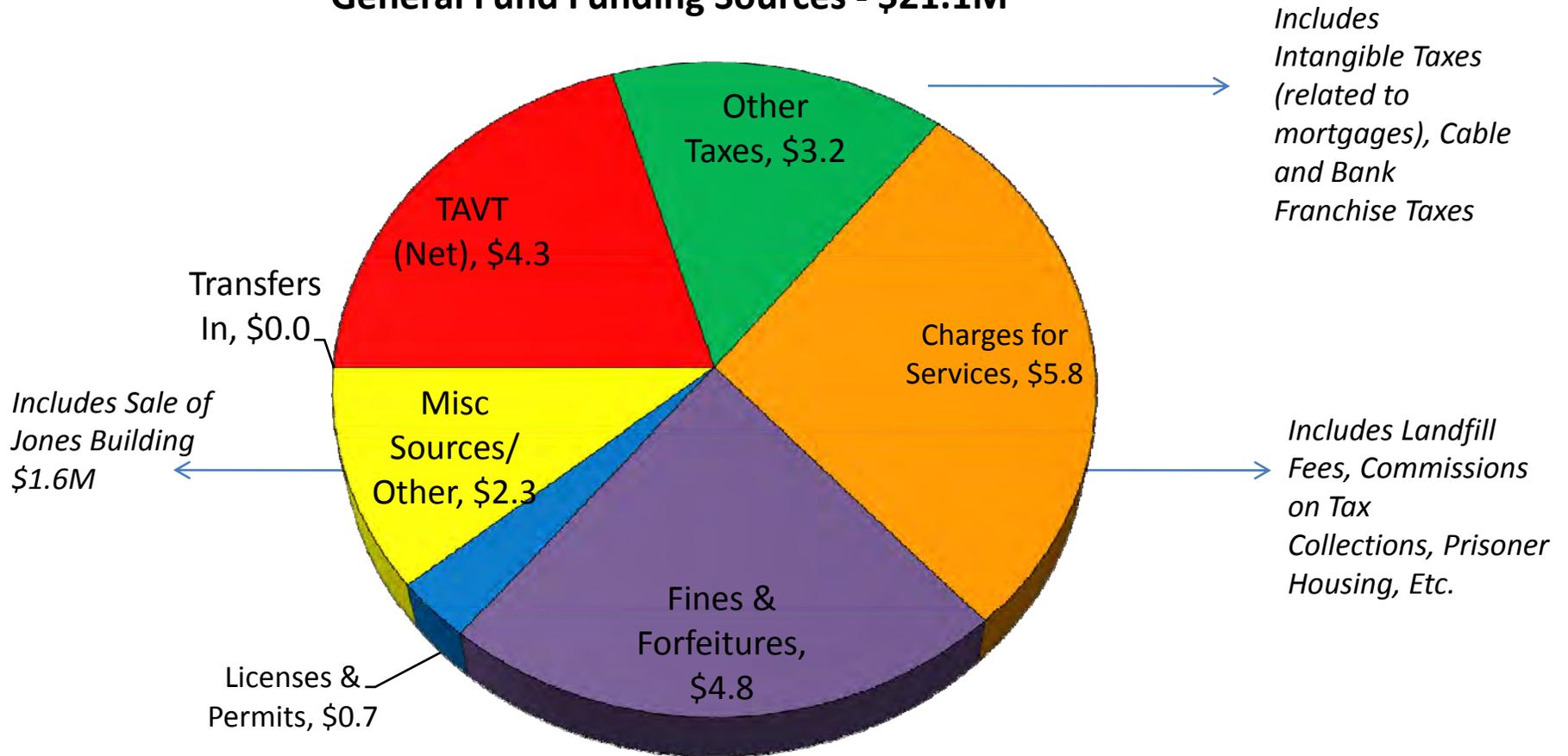
Major Variances	Increase/(Decrease)
Most COED Costs Transferred to Unincorp County Srvcs Fund	(\$0.8M)
Reduced Legal Fees/Forensic Audit & Added Legal Allocation to Other Funds	(\$0.25)
Closing of Copy Center	(\$0.1M)
Settlement of WC Claims	(\$0.1M)
One-Time Security/Vehicle Capital Costs	(\$0.1M)
Increased RRDA Transfer for 100% of Debt	\$0.6M
New TAVT 1% Commission Revenue Transferred to (UnCS) Fund	\$0.1M
Utilities for New Sheriff Training Center	\$0.1M
Judicial Services Reorganization/IT ISRP Position	<u>\$0.1M</u>
Total Net Decrease	(\$0.4M)



Millage Rate Process



**2014 Budget
General Fund Funding Sources - \$21.1M**





Millage Rate Process



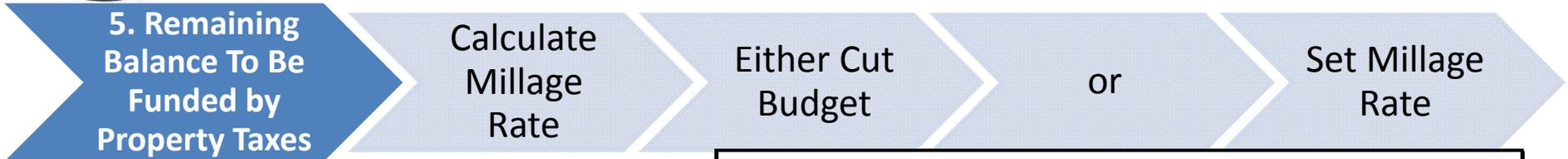
Provided 3 Options for Setting the General Fund Millage Rate

1. Set Millage Rate At Full County Needs
2. Prioritize County Needs, Reduce Where Possible, And Set Millage Rate at Lower Rollback Rate
3. Take More Risk in RRDA Plan and Use for Reserves

All Options Avoid the Likelihood for Furlough Days, and Include COLA for Employees



Millage Rate Process



General Fund Option 1:

- Set Millage Rate At Full Needs of County Budget
- Incorporate Other Considerations
 - Building Needed Reserves
 - UnCS needs to be cash basis, need ~ \$6.0M
 - General Fund needs ~ \$4.0M
 - COLA for Employees
- This option creates tax increase as compared to the current millage rate 5.825, and the rollback rate.

Calculation of Shortfall Needed From Property Taxes	FY 2014 Option 1 - Actual Needs
General Fund Other Revenue	\$21,104,763
General Fund Expenditures	(\$57,993,008)
Shortfall	(\$36,888,245)
Calculation of Millage Rate	
Needed from Property Taxes for 2014 Expenditures	\$36,888,245
<u>Other Considerations:</u>	
Improve UnCS Fund Deficit	\$2,000,000
Improve General Fund Reserve	\$2,000,000
COLA for Employees (Target 3%)	\$1,160,983
RRDA Transfer	
Total Required From Property Taxes:	\$42,049,228
Estimated Final Net Tax Digest	6,816,655,412
Resulting Millage Rate	6.169
Rollback Rate	5.793
Increase Compared to Rollback	0.376



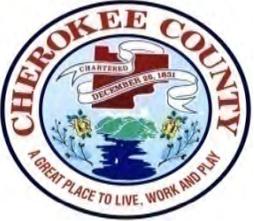
Millage Rate Process



General Fund Option 2:

- Reduce Budget to Fit Within Rollback Rate
- Reduce Other Considerations
 - Reduce Building Needed Reserves for UnCS Fund
 - Postpone Building General Fund Reserves
 - COLA for Employees
- This option reduces millage rate from current millage rate (5.825)/no tax increase.

Calculation of Shortfall Needed From Property Taxes	FY 2014 Option 2 - Needs Reduced to Rollback Millage
General Fund Other Revenue	\$21,104,763
General Fund Expenditures	(\$57,993,008)
Shortfall	(\$36,888,245)
Calculation of Millage Rate Needed from Property Taxes for 2014 Expenditures	\$36,888,245
Other Considerations:	72% of UnCs Needs for Yr 1 of Build
Improve UnCS Fund Deficit	\$1,440,000
Improve General Fund Reserve	
COLA for Employees (Target 3%)	\$1,160,983
RRDA Transfer	
Total Required From Property Taxes:	\$39,489,228
Estimated Final Net Tax Digest	6,816,655,412
Resulting Millage Rate	5.793
Rollback Rate	5.793
Increase Compared to Rollback	0.000



Millage Rate Process



General Fund Option 3:

- Reduce Budget to Fit Within Rollback Rate
- Reduce Other Considerations
 - Postpone Building General Fund Reserves
 - Reduce RRDA Debt Service Budget, and transfer this funding to UnCS Reserve
 - COLA for Employees
- This option reduces millage rate from current millage rate (5.825)/no tax increase.

	FY 2014 Option 3 - Needs Reduced & RRDA Stretch Goal
Calculation of Shortfall Needed From Property Taxes	
General Fund Other Revenue	\$21,104,763
General Fund Expenditures	(\$57,993,008)
Shortfall	(\$36,888,245)
Calculation of Millage Rate	
Needed from Property Taxes for 2014 Expenditures	\$36,888,245
<u>Other Considerations:</u>	
Improve UnCS Fund Deficit	\$2,000,000
Improve General Fund Reserve	\$40,000
COLA for Employees (Target 3%)	\$1,160,983
RRDA Transfer	(\$600,000)
Total Required From Property Taxes:	\$39,489,228
Estimated Final Net Tax Digest	6,816,655,412
Resulting Millage Rate	5.793
Rollback Rate	5.793
Increase Compared to Rollback	0.000



Millage Rate Process

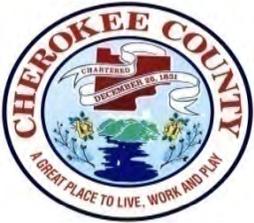


5. Remaining Balance To Be Funded by Property Taxes

Fire Fund Option 2:

- Reduce Budget to Fit Within Rollback Rate
 - Small Building of Reserves
 - COLA for Employees
- This option reduces millage rate from current millage rate (3.394)/no tax increase.

	FY 2014 Option 1 - Actual Needs	FY 2014 Option 2 - Needs Reduced to Rollback Millage
Calculation of Shortfall Needed From Property Taxes		
Fire Fund Other Revenue	\$1,562,300	\$1,562,300
Fire Fund Expenditures	(\$17,989,058)	(\$17,989,058)
Shortfall	(\$16,426,758)	(\$16,426,758)
Calculation of Millage Rate Needed from Property Taxes for 2014 Expenditures		
	\$16,426,758	\$16,426,758
Other Considerations:		
Prepare for ISRP Replacements	\$1,280,023	\$413,447
COLA for Employees (Target 3%)	\$384,318	\$384,318
		32% of ISRP Replacements
Total Required From Property Taxes	\$18,091,099	\$17,224,524
Estimated Final Net Tax Digest	5,111,191,561	5,111,191,561
Resulting Millage Rate	3.540	3.370
Rollback Rate	3.370	3.370
Increase Compared to Rollback	0.170	(0.000)



Millage Rate Process



Parks Bond Option 2:

- Reduce Budget to Fit Within Rollback Rate
 - 6 – 8 Month Delay of Next Bond Issuance/Delay Project Spending
- This option reduces millage rate from current millage rate (0.780)/no tax increase.

	FY 2014 Option 1 - Actual Needs	FY 2014 Option 2 - Needs Reduced to Current Millage
Calculation of Shortfall Needed From Property Taxes		
Parks Bond Debt Service Fund Other Revenue	\$112,000	\$112,000
Parks Bond Debt Service Fund Expenditures	(\$5,815,778)	(\$5,815,778)
Shortfall	(\$5,703,778)	(\$5,703,778)
Calculation of Millage Rate Needed from Property Taxes for 2014 Expenditures		
	\$5,703,778	\$5,703,778
<u>Other Considerations:</u>		
Postpone Parks Spending/Bond Issuance		(\$215,000)
Total Required From Property Taxes	\$5,703,778	\$5,488,778
Estimated Final Net Tax Digest	7,070,251,517	7,070,251,517
Resulting Millage Rate	0.807	0.776
Rollback Rate	0.776	0.776
Increase Compared to Rollback	0.031	0.000



Millage Rate Process



Summary of Total Millage Rate	FY 2014 Option 1 - Actual Needs	Option 2 - Needs Reduced to Rollback Millage	FY 2014 Option 3 - Needs Balanced with RRDA Stretch Goal
Total Calculated Millage Rate	10.515	9.939	9.939
Total Current Millage Rate	9.999	9.999	9.999
Total Rollback Millage Rate	9.939	9.939	9.939
Calculated Rate Increase/(Decrease) to Current Rate	0.516	(0.060)	(0.060)
% Increase Over Current Rate	5.16%	-0.60%	-0.60%
Calculated Rate Increase/(Decrease) to Rollback Rate	0.576	0.000	0.000
% Increase Over Rollback Rate	5.79%	0.00%	0.00%

Note: 9.939 is the Total Rollback Millage Rate based on property values at 06.14.2013. The BOC will consider adopting the final Rollback numbers calculated with values as of July 16th.

**FORSYTH COUNTY BOARD OF COMMISSIONERS
2012 RULES AND PROCEDURES**

TABLE OF CONTENTS

1.0 OPERATIONAL PROCEDURE

Section 1.01 **Meetings**

 1.01.01 Regular and Special Meetings

 1.01.02 Adjourned Meeting

 1.01.03 Executive Session Meetings

Section 1.02 **Quorum**

 1.02.01 Adjournment Upon Absence of Quorum at Commencement of Meeting

 1.02.02 Adjournment Upon Loss of Quorum During Meeting

Section 1.03 **Chairman**

 1.03.01 Election and Duties of Chairman

 1.03.02 Appointments by Chairman

 1.03.03 Duties Under Georgia Law

Section 1.04 **Vice-chairman**

Section 1.05 **Secretary**

Section 1.06 **Minutes**

 1.06.01 Contents of Minutes

 1.06.02 Adoption and Correction of Minutes

 1.06.03 Attestation of Minutes

Section 1.07 **Agenda**

 1.07.01 Consent Agenda

 1.07.02 Non-Agenda Item

 1.07.03 Postponement of Agenda Items

1.07.04 Postponement, Tabling or Moving of Agenda Items

1.07.05 Action on Zoning Requests

Section 1.08 **Voting**

1.08.01 Effect of Approval/Denial

1.08.02 Pushbutton Voting

1.08.03 Tie Vote

1.08.04 Abstention

1.08.05 Vote on Intergovernmental Agreements

Section 1.09 **Public Participation in Board Meetings**

1.09.01 Public Comment Portion

1.09.02 Manner of Addressing the Board

1.09.03 Directing of Comments

1.09.04 Questions by Commissioners

1.09.05 Public Hearings

Section 1.10 **Appointments of the Board**

1.10.01 Method of Voting on Appointments

2.0 DECORUM OF DEBATE

Section 2.01 **Adherence to Agenda**

Section 2.02 **Commissioner Comment Period**

Section 2.03 **Discussion of the Issue**

Section 2.04 **Call to Order, Remarks**

Section 2.05 **Discussion Through the Chair**

Section 2.06 **Equal Opportunity**

Section 2.07 **Disruptions**

Section 2.08 **Call to Order, Action**

3.0 PROCEDURE IN MEETINGS

Section 3.00 **Motions**

Section 3.01 **Ranking Motions**

- 3.01.01 Main Motions
- 3.01.02 Amending
- 3.01.03 Refer
- 3.01.04 Hold to a Time Certain (Postpone)
- 3.01.05 Limit Discussion (or Debate)
- 3.01.06 Call to Question
- 3.01.07 Question of Privilege
- 3.01.08 Recess
- 3.01.09 Adjourn

Section 3.02 **Motions Used to Bring Back an Issue**

- 3.02.01 Motions to Amend Something Previously Adopted
- 3.02.02 Reconsider the Vote
- 3.02.03 Rescind

Section 3.03 **Incidental Motions**

- 3.03.01 Point of Information
- 3.03.02 Point of Order
- 3.03.03 Appeal from the Chair's Decision
- 3.03.04 Parliamentary Inquiry
- 3.03.05 Divide the Motion
- 3.03.06 Consider by Paragraph
- 3.03.07 Request to Withdraw a Motion
- 3.03.08 Consider En Gross

4.0 PARLIAMENTARIAN

5.0 PARLIAMENTARY AUTHORITY

6.0 AMENDMENTS

APPENDIX Parliamentary Definitions

1.0 OPERATIONAL PROCEDURE

SECTION 1.01 MEETINGS

1.01.01 Regular Meeting/Public Hearings, Work Sessions and Special Called Meetings of the Forsyth County Commission (also referred herein as the "Commission," the "Commissioners" or the "Board"). Regular Meeting/Public Hearings and Work Sessions are scheduled recurring meetings of the Commission to conduct or discuss the ongoing business of the County. Special Called Meetings are to conduct emergency business and the Chairman; a majority of the Board, the County Manager, or the County Attorney may call for a Special Called Meeting.

1.01.02 An **Adjourned Meeting** is a continuation of the meeting immediately preceding, whether a regular or special meeting:

- a. If the scheduled business of the Commission is not completed due to time constraints or emergency, the meeting shall be adjourned to the following day or a specific day scheduled by the Commission to allow for the completion of pending business;
- b. In an adjourned meeting (regular or special), only business which would have been proper to consider at that meeting may be considered and acted upon at the adjourned meeting;
- c. Adjourned meetings resume business under the same rules, limitations and rights as the original meeting from which it was adjourned;
- d. The continuation of a public hearing will be allowed provided it is postponed to a certain date.

1.01.03 Executive session meetings shall be conducted in accordance with O.C.G.A. Section 50-14-3 and Section 50-14-4, or as these sections may be amended from time to time.

SECTION 1.02 QUORUM

Any three (3) of the district Commissioners shall constitute a quorum for any meeting of the Forsyth County Commission.

1.02.01 If a quorum is not present thirty (30) minutes following the scheduled hour for convening, the chairman or the vice-chairman, or in their absence, the secretary (or his/her designee), may adjourn the meeting. By unanimous consent, those present may select another hour and day for the meeting.

- 1.02.02** If during the meeting there ceases to be a quorum, all business must stop, except that the Board, by majority votes to be recorded in the minutes (naming those present at the time of the vote) may:
- a. Set another day at which to reconvene;
 - b. Adjourn and return at the next regular meeting; and
 - c. Recess to determine if a quorum will be present within a short period of time.

SECTION 1.03 CHAIRMAN

- 1.03.01** The chairman shall be elected by the majority of the Board no sooner than the 1st meeting in January and no later than the 2nd meeting of January and shall serve for a period of one year.

The chairman shall have the same rights and privileges of the other Commissioners and no other authority above and beyond any other commissioner.

As a facilitator and guide to the Board, the chairman, in conjunction with the Board, should work to establish and implement the vision, mission, and values of the community.

The chairman's primary responsibility is to insure efficient and productive meetings of the Board with his/her duties to include:

- a. Presiding over meetings of the Commission;
- b. Calling the meeting to order at the scheduled hour;
- c. Determining that a quorum is present;
- d. Preserving decorum and order at all meetings;
- e. Making the Commissioners aware of the substance of each motion;
- f. Calling for the vote;
- g. Announcing the results of each vote; and
- h. Calling for a recess at such times as deemed advisable.

1.03.02 The chairman, upon approval of a simple majority vote, may appoint representatives from the Board to serve on various committees and as liaison to various departments.

The chairman, or his/her designee, may serve as a representative of the Board of Commissioners as various local, regional or state groups, boards or events.

The chairman may succeed himself/herself. The chairman can make motions, debate, and vote or abstain on motions.

1.03.03 The chairman shall exercise other duties as prescribed under Georgia law.

SECTION 1.04 VICE-CHAIRMAN

The vice-chairman shall be elected by a majority of the Board no sooner than the first meeting in January of each year and no later than the second meeting in January of each year. The vice-chairman shall serve for a period of one year and shall assume the duties of the chair in the absence of the chair.

The vice-chairman shall have the same rights and privileges of any other commissioner and no other authority above and beyond any other commissioner.

The vice-chairman may succeed himself/herself.

SECTION 1.05 SECRETARY

The secretary shall be elected by a majority of the Board no sooner than the first meeting in January of each year and no later than the second meeting in January of each year. The secretary shall serve for a period of one year and shall assume the duties of the chair in the absence of the chair and the vice-chair.

The secretary may succeed himself/herself.

SECTION 1.06 MINUTES

1.06.01 All actions of the Commission, except for actions described in the O.C.G.A., Section 50-14-3 and Section 50-14-4, or as these sections may be amended from time to time, shall be accurately recorded by the clerk (or his/her designee) in the minutes which shall include:

- a. All main motions, exactly as worded when adopted (including amendments or stipulations);
- b. The name of the maker of all important motions.
- c. Disposition of all main motions, whether

- 1) Adopted;
 - 2) Defeated;
 - 3) Referred to committee or to staff for further information or recommendation; and
 - 4) Held until _____ (a definite time/date).
- d. How each commissioner voted.
 - e. Commissioner's comments (these are only printed in the minutes if, when requested by the commissioner, the majority votes to have the remarks included).

1.06.02 The responsibility for correcting and approving the minutes shall be vested only in the members of the Commission. The minutes shall be adopted at the next regular meeting of the Board. The minutes of each meeting shall indicate their subsequent approval/correction. The minutes may be corrected whenever an error is noticed regardless of the time which has elapsed. The Board may correct the minutes of a previous meeting prior to the adoption with a majority approval of the Board. The Board may otherwise correct errors in minutes that have been adopted with a majority approval of the Board.

1.06.03 The County Clerk or the Deputy County Clerk shall attest to the Minutes.

SECTION 1.07 AGENDA

- a. An agenda for the Regular Meetings/Public Hearings will be prepared by the County Manager with the advice of the Commissioners and will be available to the Commissioners no later than noon of the Friday preceding the Regular Meeting. Any two Commissioners may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is 5:00 PM on the Monday that is eight (8) working days preceding the Regular Meeting. Any Commissioner may request additional information for any agenda item.
- b. An agenda for the Work Session will be prepared by the County Manager with the advice of the Commissioners and will be available to the Commissioners no later than noon of the day (typically Friday) that is two (2) working days preceding the Work Session. Any two Commissioners may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is 5:00 PM on the day (typically Monday) that is six (6) working days preceding the Work Session. Any Commissioner may request additional information for any agenda item

- c. While it is usual for unfinished business (that referred or held from another meeting) to be considered prior to new business, the order of business listed in any published agenda may be changed when it seems advisable to 4/5 of the Commission. Should only four (4) members of the Commission be present, a unanimous vote shall be required.
- d. After the cutoff time for either Regular Meetings or Work Sessions, no additional items shall be added to the agenda other than those deemed necessary for the operation or functioning of the County as recommended by the County Manager, County Attorney, or any two Commissioners. Any item added to the agenda after the cutoff time but prior to formal publication of the agenda will be included in the published agenda, but support and backup documentation will only be inserted into the Commissioners' agenda books if the County Clerk has adequate time to make such additions. If backup documentation is not included in the agenda books due to time constraints, the party(ies) seeking the late addition shall be required to utilize best efforts to distribute backup documentation to Board members. An item that is proposed to be placed on the agenda after the publication of the agenda, may be so placed only if in conformance with Section 1.07.02.

1.07.01 All items contained in the **consent agenda** may be voted on en gross. Prior to voting on the consent agenda, any two Commissioners may remove an item from the Consent Agenda and place it on the regular agenda for discussion. **Items for the consent agenda require either a 5-0 vote of the commission during a work session, or if no commissioner objects to the placement of a consent agenda item requested by county staff. An item that is legitimately discussed during executive session may likewise be placed on the consent agenda if there is unanimity by the Board for such placement.**

1.07.02 A **non-agenda item** shall be defined as that which is deemed by a Commissioner to require urgent attention but has not been placed on the published agenda. Such a non-agenda item may be added to any Regular Meeting/Public Hearing or Work Session meeting agenda subject to the following conditions:

- a. Adequate information, including the specific topic, shall be given on any items requested to be added as non-agenda items.
- b. A vote of 4/5 shall be required to add a non-agenda item. Should only four (4) members of the Commission be present, a unanimous vote shall be required.

1.07.03 During adoption of the agenda for either a regular meeting or work session, a majority vote shall be required to postpone or remove any published agenda item, except as otherwise provided in Sections 1.07(a) and (b) of these rules.

- 1.07.04** Subject to the priority of Motions set forth in Section 3.01, at any time during a Regular Meeting/Public Hearing an agenda item may be postponed, tabled, or moved to a future Regular Meeting/Public Hearing or Work Session agenda by a majority vote.
- 1.07.05** Unless otherwise scheduled by majority vote of the Board, actions on rezoning requests will be taken by the Board at the second regular scheduled meeting following the hearing of the Planning Commission (the Regular Meeting occurring on the third Thursday of the month following the hearing by the Planning Commission).

SECTION 1.08 VOTING

- 1.08.01** Formal voting on Board matters will ordinarily occur only during a **Regular Meeting/Public Hearing** or during a **Special Called Meeting**. Any votes taken during a **Work Session** will ordinarily be for the purpose of authorizing placement of such item to the agenda of a Regular meeting/Public Hearing. As discussed in Section 1.07.01, a unanimous vote of support for an agenda item during a Work Session shall authorize placement of that item on the next available Regular Meeting/Public Hearing consent agenda. A vote of support for a Work Session agenda item that is less than unanimous shall result in the agenda item being placed on the next available Regular Meeting/Public Hearing new business agenda or old business agenda, as applicable. In the event that a Work Session agenda item is deemed time critical by the Chairman, any two Commissioners, County Manager, or County Attorney, then a substantive and binding vote shall be allowed during a Work Session.
- 1.08.02** All votes shall be taken by lighted pushbutton vote or show of hands. An affirmative vote of a majority of the members of the Board in attendance shall be required to adopt a motion unless otherwise noted in this document. If a Motion to Approve an item is defeated by the vote, the vote does not constitute an affirmative denial of the item. Instead, a Motion to Deny should immediately follow to bring closure to the item. Likewise, if a Motion to Deny an item is defeated by the vote, the vote does not constitute an affirmative approval of the item. Instead, a Motion to Approve should immediately follow to bring closure to the item.
- 1.08.03** A tie vote shall cause all **procedural motions** to be defeated. A tie vote on a **main motion** shall keep the motion as pending before the Board and the motion shall be rescheduled for another time.
- 1.08.04** No commissioner who is present at any meeting of the Commission at which an official decision, ruling or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling or act except when, with respect to any such commissioner, there is or appears to be a possible conflict of interest as described in the Forsyth County Ethics Ordinance. In such cases, the abstaining commissioner shall give his/her reason for abstaining.

1.08.05 Any vote taken on an intergovernmental agreement shall require an affirmative vote of at least four (4) Commissioners.

1.08.06 A County-initiated rezoning of land shall be permissible. However, prior to placement of the legal advertisement for such a rezoning in the legal organ, a majority of the Board of Commissioners shall be required to authorize placement of such legal advertisement. A vote in favor of placement of the legal advertisement for a County-initiated rezoning shall not be deemed nor construed as a vote in favor of the rezoning itself. If a proposed County-initiated rezoning is related to an item that is otherwise a permissible topic for Board discussion during a closed meeting, the requisite authority to commence the legal advertisement may be provided in closed session without the requirement of a formal vote in open session.

SECTION 1.09 PUBLIC PARTICIPATION IN BOARD MEETING

The Forsyth County Board of Commissioners welcomes visitors to board meetings and is willing to hear any person or persons desiring to appear before the Board who is not currently an announced candidate for public office or a salaried member of the county staff, provided the person's comments do not violate the broadcasting policies of Comcast or TV Forsyth as duly adopted from time to time or otherwise constitute defamation.

1.09.01 Persons wishing to address the Board shall do so during the **Public Comment Portion** of the agenda.

- a. A total of ten (10) speakers are allowed to address the Board of Commissioners at each Regular Meeting of the Commission. Speakers shall sign-up with the Clerk to the Board or County manager on a first-come basis with sign-up to begin not more than five minutes prior to the announced starting time of the meeting and continuing until ten (10) have signed up or until the remarks of the last speaker have concluded, whichever first occurs. No prior reservations will be taken for these slots. Each speaker will be allotted a maximum of three (3) minutes for their presentation. Forsyth County residents will be allowed to address the Board first, with non-county residents to follow until the allotted time has expired.
- b. An extension to the thirty (30) minute scheduled public comment session, and/or an extension of the three (3) minute limit per person, may be granted by a majority vote of the Commission.
- c. If so directed by the Board, a written response to each speaker will be provided by the appropriate County Staff person, usually within thirty (30) days.
- d. If so directed by the Board, when a request for special action or a grievance has been heard, the matter will be referred to the county

manager (or his/her designee) who will prepare a response to the matter. If necessary, action on the matter for consideration of the Commission will be placed on the agenda for the second regular meeting following the date of the comment

1.09.02 All persons shall address the Commission in the following manner:

- a. State his/her name and state address if desired (address is required only on the sign-in list and may be omitted if the speaker does not wish to receive a written response).
- b. The speaker shall be required to state:
 - 1) whether he/she is speaking for himself/herself or for another;
 - 2) if he/she represents an organization or represents a policy established by an organization or governing body and whether he/she is being compensated by the person(s) for whom he/she speaks; and
 - 3) whether he/she or any member of his/her immediate family has a personal interest in the pending matter.

1.09.03 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.

1.09.04 Questions from Commissioners may be asked for clarification. However, no person shall be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the chair.

1.09.05 Persons wishing to address the Board of Commissioners in **duly advertised public hearings** will be heard. Each speaker should sign up on the sign-up sheet located on the table in the entry way to the Commissioners' Meeting Room. Individuals shall be heard by the Board in the order listed on the sign-up sheet. Each speaker should be allotted a maximum of three minutes. Said time limit per person may be lengthened or shortened for a given speaker, or for all speakers on a given matter, or for all speakers in a given meeting, by a majority vote of the Commission. Proponents of a particular item shall be afforded a maximum of ten (10) minutes and an equal maximum time period shall be afforded for presentation by opponents of each item. The Board of Commissioners will adopt, from time to time, a public hearing schedule to be placed on file with the clerk and posted as required by law.

SECTION 1.10 APPOINTMENTS OF THE BOARD

1.10.01 Appointments shall be made as necessary:

- a. When it has been determined, by rotation or some other manner, that it is the “turn” of a particular commissioner to nominate a candidate for a position, such candidate must be elected by a majority of the Board.
- b. If the nominee fails to receive a majority vote, the commissioner who made the nomination may nominate another candidate(s) until the position is filled by majority vote.

2.0 DECORUM OF DEBATE

The following practices shall be followed in the discussions (debate) on motions and matters presented to the Board of Commissioners.

SECTION 2.01 ADHERENCE TO AGENDA

In discussion, the remarks made by the Commissioners shall be confined to the motion or matters immediately before the body.

SECTION 2.02 COMMISSIONER COMMENT PERIOD

Concerning the opportunity for Commissioners to address the public at regular meetings:

- a. Each commissioner shall have an opportunity to **address the public** on any topic during the Announcements portion of the Board's regular meeting for no more than five (5) minutes.
- b. During these remarks, a commissioner must observe the same rules of decorum as those below in **Section 2.03**. and may be called to order by the chairman or another commissioner if there is a breach of those applicable rules;
- c. A commissioner may not use this time to interrogate another commissioner, staff or citizens. No one shall attempt to enter into discussion with a commissioner who has chosen to avail himself/herself of this opportunity to share his/her opinions with the public.

SECTION 2.03 DISCUSSION OF THE ISSUE

In discussion, a commissioner may condemn the nature or likely consequences of the proposed measure in strong terms, but must avoid personalities, and under no circumstances may he/she attack or question the motives of another commissioner or staff. The issue, and not a person shall be the item under discussion.

SECTION 2.04 CALL TO ORDER, REMARKS

The chair shall immediately call as "out of order" any remarks made in regards to comments outside the issue being addressed; or another commissioner may call this breach of procedure to the attention of the chair and other Commissioners. In either case, the errant commissioner shall immediately cease the breach of decorum and continue with his/her remarks confined to the remarks confined to the issue.

SECTION 2.05 DISCUSSION THROUGH THE CHAIR

All discussion shall be made through the chair, and one commissioner may not interrogate another commissioner or person speaking from the public except through the chair (or with the permission of the chair).

SECTION 2.06 EQUAL OPPORTUNITY

After a commissioner has spoken or asked questions on a matter before the Commission, other commissioners shall be given the opportunity to speak. If no other commissioner wishes to speak to the issue, the commissioner may continue speaking to the issue.

SECTION 2.07 DISRUPTIONS

During discussion or voting, a commissioner shall not disturb the other Commissioners in any way that may be considered disruptive to the proceedings or hamper the transaction of business.

SECTION 2.08 CALL TO ORDER, ACTION

The chair may rule as “out of order” any action deemed inappropriate or dilatory and may interrupt a speaker for reasons deemed necessary by the chair. The chairman shall say, “Commissioner, those remarks are out of order. Please cease this line of comments and restrict your comments to the inquiry and the merits of the agenda item.”

3.0 PROCEDURE IN MEETINGS

SECTION 3.00 MOTIONS

Prior to taking the vote, the chair, or at his/her request the clerk, should re-state the motion (or resolution) or its substance.

SECTION 3.01 RANKING MOTIONS

These motions shall take precedence in order in which they are listed below:

- a. Adjourn;
- b. Recess;
- c. Motions of privilege;
- d. Call the question;
- e. Limit discussion or debate by the Commission;
- f. Hold until a time certain;
- g. Refer back to staff/committee; or refer to staff/committee;
- h. Amend;
- i. Main motion.

3.01.01 A **main motion** shall be a motion whose introduction brings business before the Commission.

- a. **Assumed Main Motions.** A recommendation from staff, or another item published in the agenda for action, shall be handled as an **Assumed Main Motion** by the chair. This, the chair shall, upon the conclusion of a report, state, "The question (or motion) before you is..." (stating the motion in the affirmative). No second will be required in these instances and the chair, in assuming such motion, is not presumed to be in favor of the motion and may speak against it if he/she so wishes.
 - 1) Possible **dispositions** of such a motion assumed by the chair include:
 - a) Adopt;

- b) Amend and adopt with amendments (or stipulations);
 - c) Defeat;
 - d) Refer back to staff/committee; or refer to staff/committee;
 - e) Hold until (a definite time).
- 2) Incidental motions such as consider en gross, consider by paragraph, or divide the motion (each described in Section 3.03) may also be applied to such assumed motions.
- b. **Other Main Motions** (motions that are incidental or relating to business of the Commission, or its past or future action, or arising as **Non-agenda Items** [see Section 1.07.02]) shall require a second, and, if such motions fail to obtain a second, the chairman shall state, “Since there is no second, the motion is not before this meeting.”

3.01.02 Concerning the **amending** of particular motions:

- a. If a commissioner feels that the main motion might be more acceptable in a way other than the way presented, the commissioner may amend through substitution, insertion of stipulations, striking out portions, or striking out and inserting portions. Such proposed amendments shall require a second, allow for discussion, and require a majority vote on the proposed amendment.
- b. If a proposed amendment fails to obtain a majority vote, the main motion considered shall be the one originally presented.
- c. An amendment must be germane (relating to the substance of the main motion) and may not introduce an independent question.
- d. Improper amendments shall be:
 - 1) one which is not germane;
 - 2) one which would make the adoption of the amended motion equivalent to a rejection of the motion;
 - 3) one which is frivolous or absurd.

3.01.03 If the Commissioners feel that adequate information has not been given, the Board may, by majority vote, **refer** the motion to staff (or an agency, committee, etc.) for more information. A date may be set for hearing the additional information or it may be open-ended. This motion shall require a second and shall be debatable only as to whether or not it shall be referred to whom it shall be referred, or when the person to whom it is referred shall report back. If the

motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to refer.

3.01.04 A motion to **hold to a time certain (postpone)** may be used if a majority of the Commission feels that the motion before them should be considered at a more convenient time or if the discussion shows that a final decision should be made at a later time or date. This motion shall be used if the Commissioners themselves feel that they may obtain information that is needed or that the facts as presented are not adequate for their final vote. A second shall be required and discussion shall be limited to the reason for holding the motion or the time to which it is to be held. If the motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to hold.

The continuation of a public hearing will be allowed provided it is postponed to a certain date.

3.01.05 If a commissioner feels that a set period of time for discussion of a motion should be adopted as to time for the motion as a whole, or as to individual time given, the commissioner may move to “**limit discussion (or debate)** to minutes.” This motion shall require a second and no discussion on the motion shall be allowed. It shall require a 4/5 vote to adopt. Should only four (4) members of the Commission be present, a unanimous vote shall be required.

3.01.06 A commissioner may “**call the question**” (a motion to end discussion) when it is clear that further discussion is unnecessary or that discussion is becoming repetitive. This motion shall require a second and no discussion on the motion shall be allowed. It shall require a 4/5 vote to adopt. Should only four (4) members of the Commission be present, a unanimous vote shall be required.

3.01.07 If any matters occur such as to impede a commissioner in attending to the business, e.g., too much noise, the microphone not working, matters that affect the safety, orderliness, or comfort of the Commissioners, or affects the honor of an individual commissioner, such commissioner may state to the chairman that he/she has a **question of privilege** and the matter must be addressed before the pending business of the Commission continues. No vote is required unless a motion arises out of the privilege.

3.01.08 A **recess** may be taken as it appears on the agenda or declared by the chair when he/she deems it advisable or by a motion from a commissioner. If the motion is made by a Commissioner, a second and an affirmative majority vote shall be required to recess.

3.01.09 The highest-ranking motion shall be the motion to **adjourn**, requiring a second and majority vote with no discussion allowed, except that the motion shall contain a time to hear any non-completed items on the agenda, if such exist. If all

business on the agenda has been completed, the chair may assume the motion and, without a second, obtain unanimous consent to adjourn.

SECTION 3.02 MOTIONS USED TO BRING BACK AN ISSUE

Except as otherwise provided by law, if a commissioner wishes to bring back to the Board a matter which has been adopted, he/she may do so through the motions to reconsider, rescind and amend something previously adopted. These shall have the same rank as a main motion.

3.02.01 If a commissioner wishes to amend an action taken at a previous meeting, the **Motion to Amend Something Previously Adopted** shall be followed and may be used by any commissioner regardless of how he/she originally voted. This motion shall be used when the Commission desires to change only a part of the text or to substitute a different version for a matter that was previously adopted. A second shall be required and full discussion shall be allowed. If the item has been listed on the published agenda, a majority vote shall be required for adoption. A vote of 4/5 shall be required if the item is not on the official agenda, except that, should only four (4) members of the Commission be present, a unanimous vote shall be required.

A Motion to Amend cannot be used when something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo. (The unexecuted part of an order, however, can be amended.)

3.02.02 If in the same meeting, new information or changed situations make it appear that a different result might reflect the will of the Board, any commissioner (regardless of how he/she originally voted on the matter) may move to **Reconsider the Vote**. A motion to reconsider may be applied to a vote that was either affirmative or negative and shall propose no specific change in a decision but simply shall propose that the motion be reopened for discussion and another vote taken. A second shall be required to this motion and discussion shall be allowed as to the reasons for wishing to reconsider the vote. A majority vote shall be required to adopt the motion to reconsider.

3.02.03 If a Commissioner wishes to annul an action taken at a previous meeting, the motion to **Rescind** may be used by any commissioner regardless of how he/she originally voted on the matter. The motion to rescind shall require prior notice at a regularly scheduled meeting of the intent to rescind a motion at the next scheduled meeting. The motion to rescind shall not be in order if:

- a. the motion to reconsider is made, i.e., at the same meeting;
- b. the motion to reconsider was taken and lost;

- c. the matter is routine and only part of the action needs to be changed, in which case the motion to “amend something previously adopted” shall be used;
- d. something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo. (The unexecuted part of an order, however, can be rescinded.).

A second shall be required and full discussion shall be allowed. If the item has been listed on the published agenda, a majority vote shall be required for adoption. A vote of 4/5 shall be required if the item is not on the official agenda, except that, should only four (4) members of the Commission be present, a unanimous vote shall be required.

SECTION 3.03 INCIDENTAL MOTIONS

Incidental motions have no rank but shall be decided immediately before business may proceed and may be used throughout the meeting as follows:

3.03.01 Point of Information is a request, directed to or through the chair, for information relevant to the business at hand, but not related to parliamentary procedure.

3.03.02 A commissioner may call for a **Point of Order** if he/she believes that the chair has failed to notice a breach in the rules. The point of order shall require the chair to make a ruling on the question involved.

3.03.03 Whenever a commissioner believes that the chair is mistaken in his/her ruling, a commissioner may **Appeal the Chair’s Decision**. An appeal shall require a second and shall be debatable with the chair speaking first to explain his/her ruling. The chair may also close out the debate with a statement defending the ruling. An appeal may be made only on a ruling and may not be made:

- a. in response to a parliamentary inquiry or point of information.
- b. in areas that challenge verifiable rulings of factual nature.

The chair shall state the motion as “Shall the chair’s decision be sustained?” A tie vote shall sustain the chair because a majority of those voting shall be required to overturn the chair’s ruling.

3.03.04 A **Parliamentary Inquiry** is a question directed to the chair to obtain information on a matter of parliamentary law or the rules of the Commission. The chair will answer such questions or may ask the county attorney or parliamentarian for an opinion. The chair’s reply, whether or not he/she has requested advice from the county attorney or parliamentarian, is an opinion, not a ruling. If a commissioner

does not agree with the chair's opinion, he/she may act in a way contrary to this opinion and if ruled out of order may then appeal the chair's ruling. The chair is not obligated to respond to hypothetical questions.

3.03.05 If the motion presented contains two (2) or more parts capable of standing as separate motions, a commissioner may move to **"Divide the Motion."** This motion shall require a second and discussion shall be allowed only on why it should or should not be divided. A majority vote shall be required to adopt the motion to "divide the motion."

3.03.06 If a main motion is in the form of a resolution or document containing several paragraphs or sections which are not separate motions but could be discussed more efficiently if discussed in sections, a motion to **Discuss by Paragraphs, Sections, or Numbered Agenda Items under a "tab,"** may be made. A second shall be required and discussion shall be brief as to the necessity for the action. A majority vote shall be required to "consider by paragraphs, Sections, or numbered agenda items under a 'tab'."

3.03.07 Once a motion has been moved and seconded, it belongs to the entire Commission and not to the maker of the motion; therefore, if a commissioner wishes to **withdraw a motion** that is officially before the Board, action of the Board must be taken in either of the following ways:

- a. The chair may ask the Board if there are any objections to the motion being withdrawn. If there are no objections, the motion shall be withdrawn by unanimous consent, without the need for the seconder to withdraw his/her second;
- b. If there is an objection to the motion being withdrawn, then the chair shall take an official vote, a second being required. A majority vote shall be required to adopt the motion to "withdraw the motion."

3.03.08 If a commissioner feels that time could be saved by acting on all of the agenda items under a "tab," he/she may move that it be **"Considered en Gross."**

4.0 PARLIAMENTARIAN

The county attorney or his/her designee shall serve as parliamentarian and shall advise and assist the chair and the Commission in matters of parliamentary law. A professional parliamentarian may be consulted as deemed necessary.

5.0 PARLIAMENTARY AUTHORITY

The latest edition of **ROBERT'S RULES OF ORDER NEWLY REVISED** shall govern meetings of the Forsyth County Board of Commissioners in all areas in which it is applicable and in which it is not inconsistent with these rules adopted by the Commissioners or higher law.

6.0 AMENDMENTS

These rules may be amended by a 4/5 vote of the entire Commission at a regular meeting or special meeting of the Forsyth County Board of Commissioners, provided notice has been given of the amendment(s) at the meeting prior to the vote on the amendment(s).

APPENDIX

Parliamentary Definitions

The following parliamentary definitions apply to the **RULES OF PROCEDURE FOR THE FORSYTH COUNTY BOARD OF COMMISSIONERS**.

Adjourn – to officially terminate a meeting

Adjourned meeting – a meeting that is a continuation at a later time of a regular or special meeting

Adopt – to approve or pass by whatever vote is required for the motion

Affirmative vote – a vote in favor of the motion as stated

Agenda – the official list of items of business planned for consideration during the meeting

Approval of minutes – formal acceptance of the record of a meeting, thus making this record the official minutes of the Commission

Board – the Forsyth County Board of Commissioners

Chair – the presiding commissioner

Clerk – the duly appointed County Clerk or Assistant Clerk

Commission – the Forsyth County Board of Commissioners

Commissioner – any person elected to that position

Common parliamentary law – the body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization; does not include statutory law or particular rules adopted by any organization or board

Convene – to open a meeting

Debate – formal discussion of a motion under the rules of parliamentary law and more often herein referred to as discussion

Defer or hold – to delay action by referring the motion to staff (or an agency, committee, etc) for more information, or by postponing a vote to a certain time

Demand – an assertion of a parliamentary right by a commissioner

Dilatory motions or tactics – misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting

Floor – when a person received formal recognition from the chair, he/she “has the floor” and is the only person entitled to speak

Germane amendment – an amendment relating directly to the motion to which it is applied

Germane discussion – discussion relating directly to the matter involved

Hearing – a meeting for the purpose of listening to the views of an individual or of a particular group on a particular subject

In order – permissible and right from a parliamentary standpoint

Majority vote – an affirmation vote of at least three (3) Commissioners, one of which may be the chair

Minutes – the legal record of the action of the Commission after the record has been approved by vote of the body

Motion – a proposal submitted to the Commission for its consideration and decision; it is introduced by the body

Objection – the formal expression of opposition to a proposed action

Order of business – the adopted order in which the business is presented to the meeting of the Commission

Out of order – not correct, from a parliamentary standpoint, at the particular time

Parliamentary authority – the code of procedure adopted by the Board as it’s parliamentary guide, governing in all parliamentary situations not otherwise provided for in the charter, the RULES OF PROCEDURE FOR THE FORSYTH COUNTY BOARD OF COMMISSIONERS

Pending motion- sometimes referred to as pending question; a motion that has been proposed and stated by the chair for the Commission’s consideration and that is awaiting decision by vote

Precedence – the rank or priority governing the motion

Precedent – a course of action that may serve as guide or rule for future similar situations

Procedural motion – motion to assist the Commission in treating or disposing of a main motion; or motion relating to the pending business otherwise at hand

Proposal or proposition – a statement of a motion of any kind for consideration and action

OCGA – Official Code of Georgia Annotated

Quorum – the number of persons that must be present at a meeting of the Commission to enable it to act legally on business; any three (3) of the district commissioners, one of which may be the chair, shall constitute a quorum for any meeting of the Board of the Forsyth County Commission

Recognition - acknowledgement by the chair, giving a person sole right to speak

Reconsider – to review again a matter previously disposed of and to vote on it again; must be made on the same day of business

Regular Meeting/Public Hearing – the scheduled meetings of the Board of Commissioners held on the first and third Thursday of each month

Request – a statement to the chair asking a question or some “right”

Rescind – to nullify or cancel out a previous action; cannot be made if action has already been taken to implement the motion it wishes to rescind

Resolution – a formal motion, usually in writing, and introduced by the word “resolved” that is presented to the Commission for a decision

Ruling – the chair’s decision as it relates to the procedure of the Board

Second – a commissioner’s statement that he/she is willing to have the motion considered

Seriatim – consideration by sections or paragraphs

Special Called Meetings – a meeting called by the Chairman, a majority of the Board, the County manager, or the County Attorney to conduct emergency business of the County

Statute – a law passed by the Georgia legislature

Technical inquiry – request for information relevant to the business at hand

Tie vote – vote in which the affirmative and negative votes are equal on a motion

Unanimous consent – deciding on a motion without voting on it but where no commissioner voices objection; with single objection a vote must be taken

Unfinished business – any business that is postponed definitely to a time certain

Work Session – the scheduled work sessions of the Board of Commissioners and staff - typically held on the second and fourth Tuesday of the month

SO ADOPTED this ____ day of _____, 2012.

FORSYTH COUNTY BOARD OF COMMISSIONERS

Brian R. Tam, Chairman

Patrick B .Bell, Vice Chairman

Ralph J. Amos, Secretary

Jim Boff, Member

Todd Levent, Member

AMENDED

AGENDA

Cherokee County Board of Commissioners

**July 2, 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

None Scheduled.

AMENDMENTS TO AGENDA

1. Remove item 2.5: Approval of new FSA and Cobra provider.
2. Add under Commissioner Poole's section, notice of Town Hall Meeting.
3. Add 2.8: Agreement between Child Advocacy Property and Universal Alloy.

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION MINUTES FROM JUNE 18, 2013.

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM JUNE 18, 2013.

APPROVAL OF REGULAR MEETING MINUTES FROM JUNE 18, 2013.

PUBLIC HEARING

Presentation on proposed 2013 Millage Rates by Janelle Funk.

The Cherokee County Board of Commissioners shall conduct a Public Hearing for public review and comment concerning proposed 2013 millage rates on Tuesday, July 2, 2013 at 6:00 p.m.

The Cherokee County Board of Commissioners will consider adopting the millage rates on Tuesday, July 16, 2013.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Discussion and possible adoption of Etowah Community Development Standards.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

- A. Amended Add Notice: Commissioner Poole will hold a Town Hall meeting on Tuesday, July 9th at the BridgeMill Fire Station Community Room at 6:30 p.m.

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Authorize budget amendment to accept Insurance Recovery Monies for Fire Fund and Unincorporated County Services Fund for the FY2013 Budget in the total amount of \$59,366.86.

COUNTY MANAGER

- 2.1 Approval to accept grant award to the DUI/Drug Treatment Court in the amount of \$42,341.00 and budget amendment in the amount of \$10,585.00 for the remaining three months of FY2013 (July-Sept.).
- 2.2 Consider approval of change order to the Construction Services Agreement with CABLIK Enterprises, LLC for installation and construction of an emergency generator system in the amount not to exceed \$75,515.00 for the new Fire-ES Training Center.

- 2.3 Consider awarding Professional Services Agreement to two (2) low bidders, Bliss Products & Services, Inc. and Best Litter Receptacles, for parks amenities.
 - 2.4 Consider approval of State FY2014 GDOT contract in the amount of \$539,775.00 for the annual operating expenses associated with CATS 5311 Rural Public Transportation Program. County's obligation to be \$269,888.00 (50%).
 - 2.5 Amended: Removed
~~Consider approval of new provider, Conexis, for FSA (Flexible Benefit) and Cobra administrator as recommended by the Benefits Committee for the next plan year.~~
 - 2.6 Consider approval of the 2nd amendment to the ARC FY2013 Budget and budget amendment in the amount of \$55,662.00. The budget amendment will not affect the County budget.
 - 2.7 Approval to purchase a Tanker Apparatus conversion to a County owned chassis previously acquired for this purpose in the amount of \$113,017.00.
 - 2.8 Amended: Add Approval of Agreement between Child Advocacy Property and Universal Alloy.
-

COUNTY ATTORNEY

ADJOURN

ETOWAH

CHEROKEE COUNTY, GEORGIA

Submitted to:
CHEROKEE COUNTY, GA
As an Addendum to PUD
CASE# 2004-R-133

Prepared by:
JGLW Properties, LLC

Version 4.0
May, 2013



ETOWAH COMMUNITY LAND DEVELOPMENT STANDARDS

Owner: JGLW Properties, LLC
Atlanta, GA

Consultants: UrbanGreen
San Francisco, CA

Reece, Hoopes and Fincher
Atlanta, GA

Rochester Engineering
Atlanta, GA

Table of Contents

Etowah Community Vision

A. DOCUMENT PURPOSE & INTENT

- 1.0 Document Purpose
- 2.0 Use of Document
- 3.0 General Standards and Requirements
- 4.0 Ownership of Land
- 5.0 Location

B. EXISTING ZONING

- PUD Zoning Text
- Etowah Conditions to PUD Zoning

C. MASTER PLAN

- Planning Principles
- Master Plan
- Neighborhood Plan
- Open Space Plan

D. COMMUNITY STANDARDS

- The Transect
- Etowah Transect
- Neighborhood 1 Master Plan
- Neighborhood 1 Regulatory Plan
- Neighborhood 1 Regulatory Plan (Village Center)
- Development Patterns by Zone
 - Large Residential Lots
 - Small Residential Lots
 - Residential Detached
 - Courtyard
 - Rowhouse
 - Commercial

C. STREET STANDARDS

- Road Typology Plan
 - PK-75-22
 - RD-75-22
 - CS-60-45
 - RD-50-27
 - RD-50-20
 - AV-V-75-40
 - RA-30-12

D. STORMWATER MANAGEMENT STRATEGY

E. SIGNAGE STANDARDS

F. SUPPORTING TABLES

G. GLOSSARY

ETOWAH COMMUNITY VISION

The community of Etowah is comprised of 1,363 acres of highly topographic upland forest, with 2.5 miles of direct frontage along the Etowah River. Located in the eastern portion of Cherokee County, Georgia, the project offers a wonderful opportunity to create a highly livable community set gently into the natural features of the site.

Etowah is entitled for 1800 homes and 15 acres of community serving commercial development. The master plan for Etowah provides for a diversity of housing and lifestyle types – small cottages, townhomes, mid to larger single family homes to unique offerings such as ‘treehouses’. Etowah will be anchored by a community focus that serves both a gathering place and community amenity. The program includes a naturalistic park, swim and recreation facilities, trails along the Etowah River, all complimented by a small village Main Street. The master plan and phasing of the development define an emphasis on the connection of the village fabric to the River. Weaving environmental stewardship with, traditional neighborhood planning principles is at the core, the community focus.

During the visioning of the community, Newland Communities sought to establish seven planning principles to guide the vision and design of this community. They are:

1. Pervasive sense of Nature
2. Obvious community
3. Intentional connection to the River
4. Multi-layered diversity of lifestyles and market segments
5. Precedent-based Etowah derived architectural and community design
6. Institute the community ethos of stewardship
7. Unyielding execution.

The crafting of the master plan for Etowah was executed in concert with the requirements of the Habitat Conservation Plan to provide stewardship and protection of the sensitive environmental areas resulting from the floodplain of the Etowah River and its tributaries. Responding to protecting these areas, the footprint of the development area has been compacted to preserve greater amount of open space. Neighborhood streets and lanes will follow the natural terrain retaining the unique topography of the site while limiting the impact of development. The construct of streets, sidewalks, building setbacks, lot size, open space and vehicular access will insure a comfortable and safe environment for residents and visitors while reducing impervious surface area.

The 15 acres of potential commercial use has been delineated on the master plan in two unique village centers, one at the convergence of Main Street and the Etowah River Park and the second village center will be located along Highway 372. The focus of the Main Street village will be to provide residents and visitors to the basic daily goods and services such as a café and small store, central mail pick-up, a visitor center, and fitness center. We have intentionally sited 4 live work units along the block to allow residents the opportunities to establish their business in Etowah. The Village node along Highway 372 will serve the larger community within Cherokee County providing more broad convenience goods. It is planned to have a grocery store anchor and basic retail services along with the opportunities for office.

This code of development and accompanying master plan will enable the creation of a unique community along the Etowah River in Cherokee County.

A. DOCUMENT PURPOSE & INTENT

1.0 Document Purpose and Intent

The following document is an addendum to the existing Planned Urban Development Zoning classification established for the Etowah assemblage in 1991 with subsequent modifications in 2004, 2006 and 2012. This document will guide the character, form and scale for the Etowah Community.

The first part of the document describes the intent of the master plan as it relates to neighborhood structure and incorporation of the Habitat Conservation Plan. The second part of the document prescribes the code of development by which each phase or neighborhood of the development will be approved for preliminary and final plats under the current zoning standards. To facilitate the natural evolution of the Etowah Community, this code provides for the flexibility necessary to adapt to the natural terrain of the site as well as changing needs in lifestyles and the market place.

2.0 Use of Document

The intent of this document is that it is used by Cherokee County in reviewing preliminary and final plat submissions made by the master developer of Etowah. The standards contained in this document establish critical neighborhood design, engineering and character issues such as:

- Permitted uses and locations
- Thoroughfare standards and design
- Lot sizes
- Stormwater management
- Building setbacks
- Building heights
- Signage

This document addresses each of these character issues as they relate to their location within the community reflecting the allowable land uses and density patterns. This is further described in Section D, The Transect. To the greatest extent possible, the transect definitions prescribed within this document have been modified to fit the site terrain, phasing requirements and market research.

3.0 General Standards and Requirements

Etowah will be developed in a series of neighborhood phases over a projected period of 10-12 years. Neighborhoods or subsets of a neighborhood, will be presented to Cherokee County in a series of preliminary and final plats. The neighborhoods will be consistent with the overall Etowah Master Plan presented in 2006 to the Cherokee County Board of Commissioners.

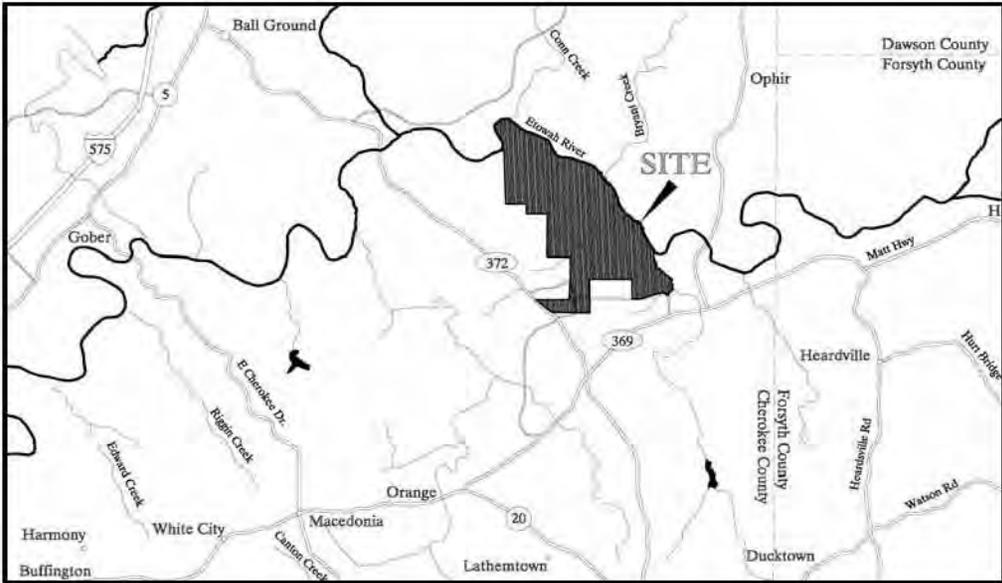
4.0 Ownership of Land

The Etowah Community consists of 1,363 acres held in ownership by JGLW Properties, LLC

5.0 Location

The Etowah tract is located in Cherokee County near the intersection of Highways 372 (Ballground Road) and 369 (Hightower Road). The site enjoys approximately 2.5 miles of direct frontage on the Etowah River.

6.0 Phasing



Etowah is envisioned to be developed in a series of neighborhoods over the next 10-12 years. The neighborhood an potential neighborhood subsets will sized and presented to Cherokee County based on market demand, ability of the neighborhood to supply the type of homes being reflected by the market, and the need to balance home supply issues with development issues such as grading, infrastructure phasing, stormwater management and environment management.

B. EXISTING ZONING

Zoning: Planned Unit Development

The Etowah Community was approved for a Planned Unit Development (PUD) zoning designation in 1990 with the Presley/Bluegreen case #90-09-018.

There were two subsequent zoning resolutions, 1991-R-14 and 2004-R-133. A revised master plan for the community was presented and approved by the Cherokee County Board of Commissioners in December 2006.

Key Zoning Conditions:

Project Density: 1800 homes

Commercial Area: 15 acres

Open Space: 40%

- Public access to 150 acre nature park with nature trails along the Etowah River with public access from Creighton Road
- A 15 acre recreation site to be donated to Cherokee County
- Compensation agreement was executed between Cherokee County School Board and the Property Owners
- Cost sharing with CCSWA for a regional lift station

Project Comparison:

	December 2006 Plan			Total
	18000	12000	150 Acre Hi Density	
DU's	345	740	715	1800
SF	6,210,000	8,880,000	6,534,000	21,624,000
ac.	142.6	203.9	150	496.4
units / ac	2.42	3.63	4.77	3.63
Avg. Lot Size (SF)	18,000	12,000	9,138.46	12,013

	Etowah Community Land Development Standards			Total
	SE	SN	VC	
DU's	830	950	20	1800
18000 sf lots	265	81		346
12000 sf lots	565	174		739
Hi Density Lots		695	20	715
SF	11,550,000	10,080,000	Included in 150 ac. For Hi Density in SN calc	21,630,000
ac.	265.2	231.4		496.6
units / ac	3.13	4.19		3.62
Avg. Lot Size (SF)	13,915.66	10,391.75		12,016.67

Dec 06 Plan	Development Standards Zones		
	SE	SN	VC
18000 sf lots	O	O	X
12000 sf lots	O	O	X
High Density Lots	X	O	O
Commercial	X	X	O

O Allowed
X Not Allowed

Plan Land Uses	% of total	Acres
Open Space	40.0%	545.2
Lot Dev	36.4%	496.6
Comm Area	1.2%	17.0
Net Area	22.3%	304.2
	100.0%	1363.0



C. MASTER PLAN

ETOWAH COMMUNITY MASTER PLAN

The Etowah community master plan is crafted to provide traditional planning principles within a topographically challenged site, while connecting residents and visitors to the Etowah River. The project team studied numerous small towns within the Atlanta region as precedents for development. Our construct for the community was to define the neighborhoods by a 5 minute walk were the site allows and within the defined neighborhood provide for a community amenity space, a civic structure or defined public green. The plan also seeks to distribute the allowed commercial into 2 unique village centers providing for daily goods and services within the Main Street Village and a more broad convenience goods and services location serving more of Cherokee County.

With the neighborhood centers defined the plan then seeks to apply the transect methodology as crafted by Duany Plater-Zyberk (DPZ). The translation for Etowah being that there should be a gradation in development intensity, radiating out from the neighborhood centers to the ridges and valleys of Etowah. The next layer in the crafting of the plan was to provide for more compact development in the neighborhood centers which allows for greater preservation of the unique natural habitats and sensitive environmental features found within the site.

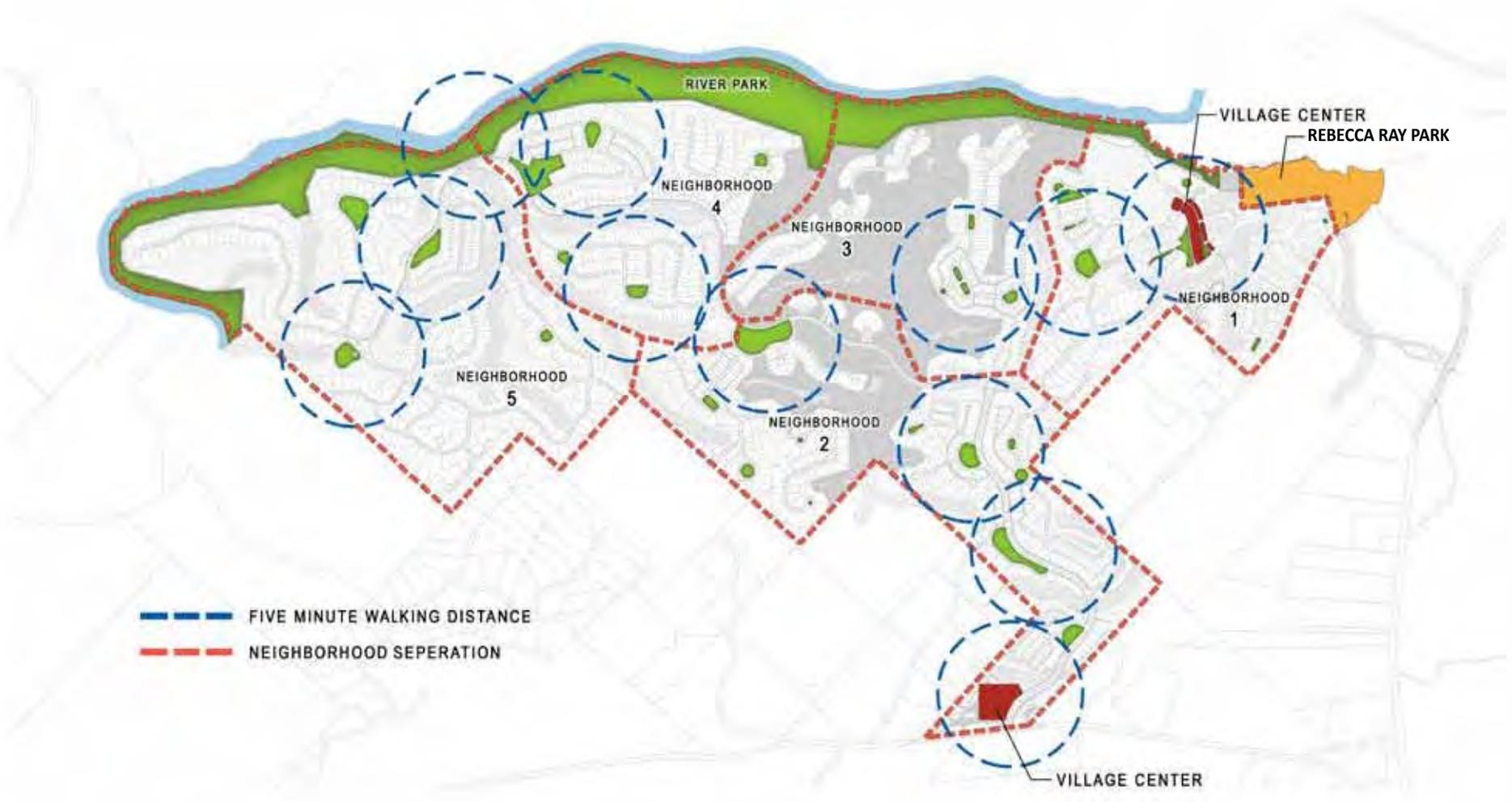
The five neighborhoods defined also begin to describe the phasing of the project with Neighborhood 1 being the first phase to be developed. Neighborhood 1 allows for Rebecca Ray Park and the Etowah River trail to be accessed through the early infrastructure work. It also allows for our Main Street village and core amenity package to be brought on line early in the project in order for our residents and visitors to once again access the Etowah River and potentially reduce vehicular trips by providing basic needs and services.

The following documents illustrate the neighborhood concept, defining the 5 neighborhoods and their centers, the preservation of open space and public access to parks and the Etowah River, the Transect model for the entire community, and the interpretation of how the Transect model would be applied to the first neighborhood.

MASTER PLAN



NEIGHBORHOOD DIAGRAM



- FIVE MINUTE WALKING DISTANCE
- NEIGHBORHOOD SEPERATION

OPEN SPACE



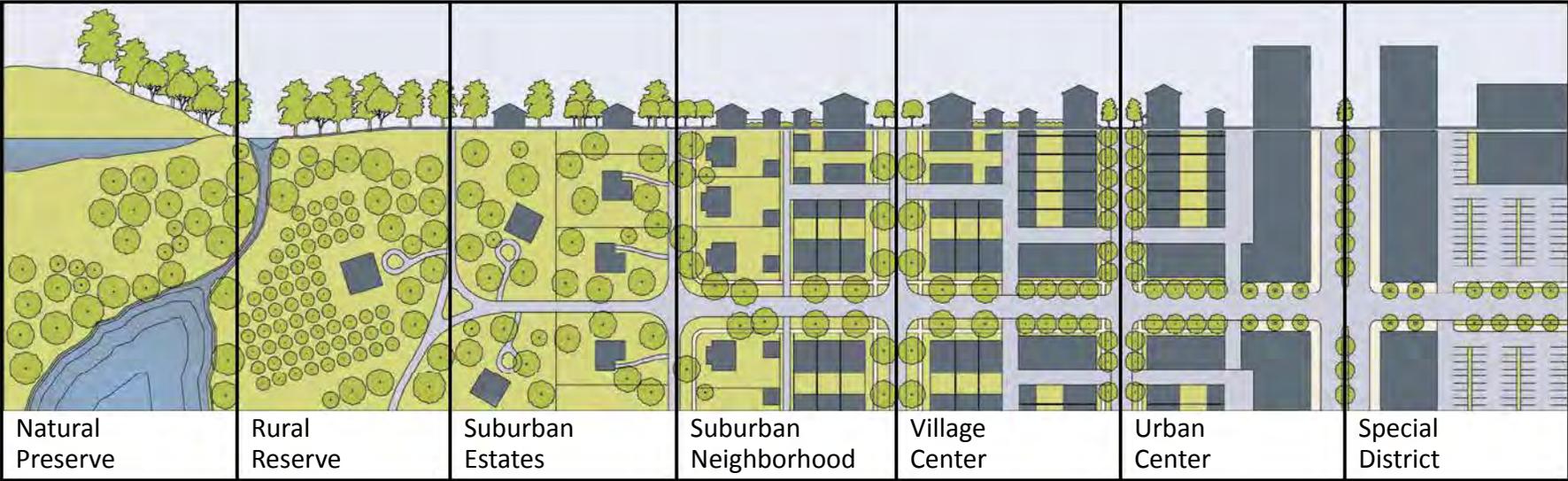


D. COMMUNITY STANDARDS

The Transect

The “Transect” is presented in this document as the chosen methodology for planning and coding the Etowah Community Development. Developed by Andres Duany and DPZ, the Transect is a categorization system that organizes all elements of the built environment on a scale from rural to urban, following the natural ecological transition from sparse coastal areas to grassy meadows to dense forest. This allows for a vibrant network of diverse zones within the community. Each of these zones addresses critical planning elements such as land use, thoroughfare standards, infrastructure, development, open space, civic uses, stormwater, and vegetation.

One of the central ideas of the Transect is that the built environment (block types, thoroughfares, sidewalks, building height, building uses, signage and lighting) responds to the category or zone that it exists in. That is, as one progresses from a rural preserve to an urban center the building forms, building uses, thoroughfare standards and civic uses respond according to the transect code in which they exist. For Etowah we have 2 Village Centers which allow for a mix of retail, office and residential to exist with the building frontages brought forward and building heights increased, on-street parking and signage standards responding to this zone creating a true mixed-use village. For Suburban Estates, the building use is restricted, the thoroughfare standards, lighting and signage standards are less intense than that of the Village Center. And finally the Natural Preserve is an area in which no buildings can exist and the intended use is to preserve unique and important environmental habitats. Note that the standards specified by the transect zone overlap, reflecting the successional ecozones of natural and human communities.



Etowah Transect Zone Descriptions

NP - NATURAL PRESERVE

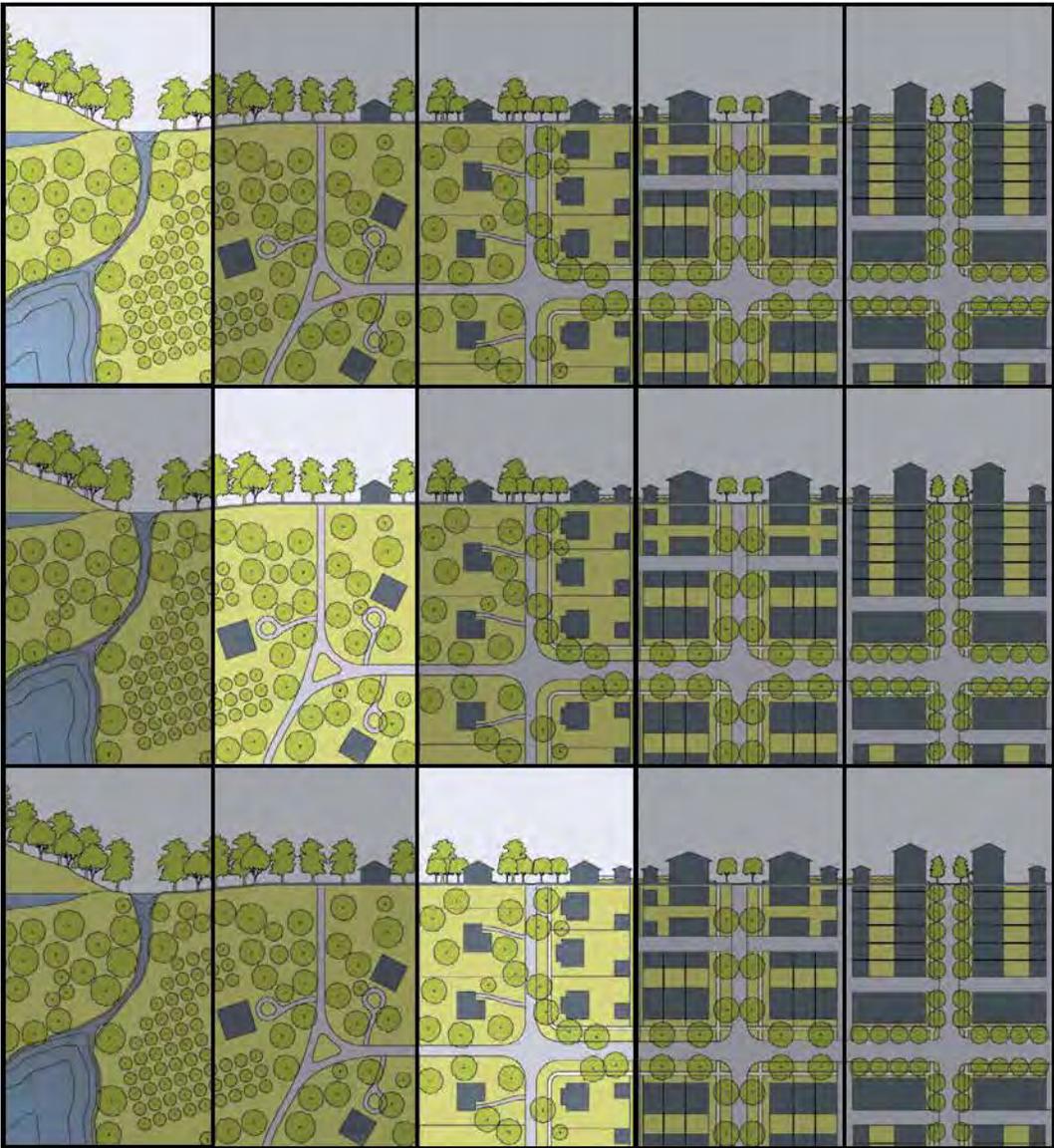
The Natural Preserve consists of lands that seek to preserve the natural flora and fauna of the site, including lands unsuitable for settlement due to topography, hydrology, or vegetation. Access to these lands will be limited to trails and building structures will be restricted to those elements that support passive park activities.

RR - RURAL RESERVE

The Rural Reserve consists of lands in open or cultivated state, sparsely settled. These include woodland, agricultural land, grassland or park land. Access to these lands would be by limited vehicular traffic and trails. Allowable building structures would include civic buildings and buildings associated with park use.

SE - SUBURBAN ESTATES

The Suburban Estates zone consists of low density suburban residential uses, differing by allowing home occupations. Planting is naturalistic and setbacks relatively deep. Blocks may be large and the roads irregular to accommodate natural terrain.



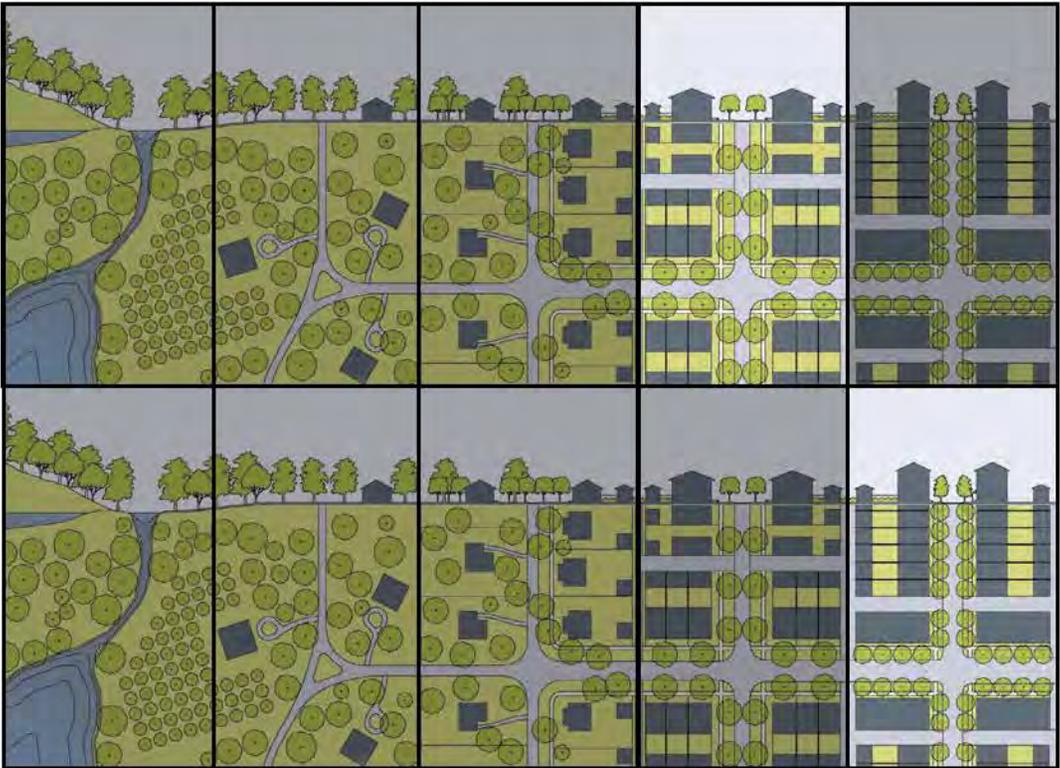
Etowah Transect Zone Descriptions (continued)

SN - SUBURBAN NEIGHBORHOOD

The Suburban Neighborhood Zone consists of a mixed-use but primarily residential urban fabric. It has a wide range of building types: single, sideyard, and rowhouses. Setbacks and landscaping are variable. Streets define medium-sized blocks.

VC - VILLAGE CENTER

The Village Center Zone consists of higher density mixed-use building types that accommodate retail, offices, and rowhouses. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings set close to the frontages.

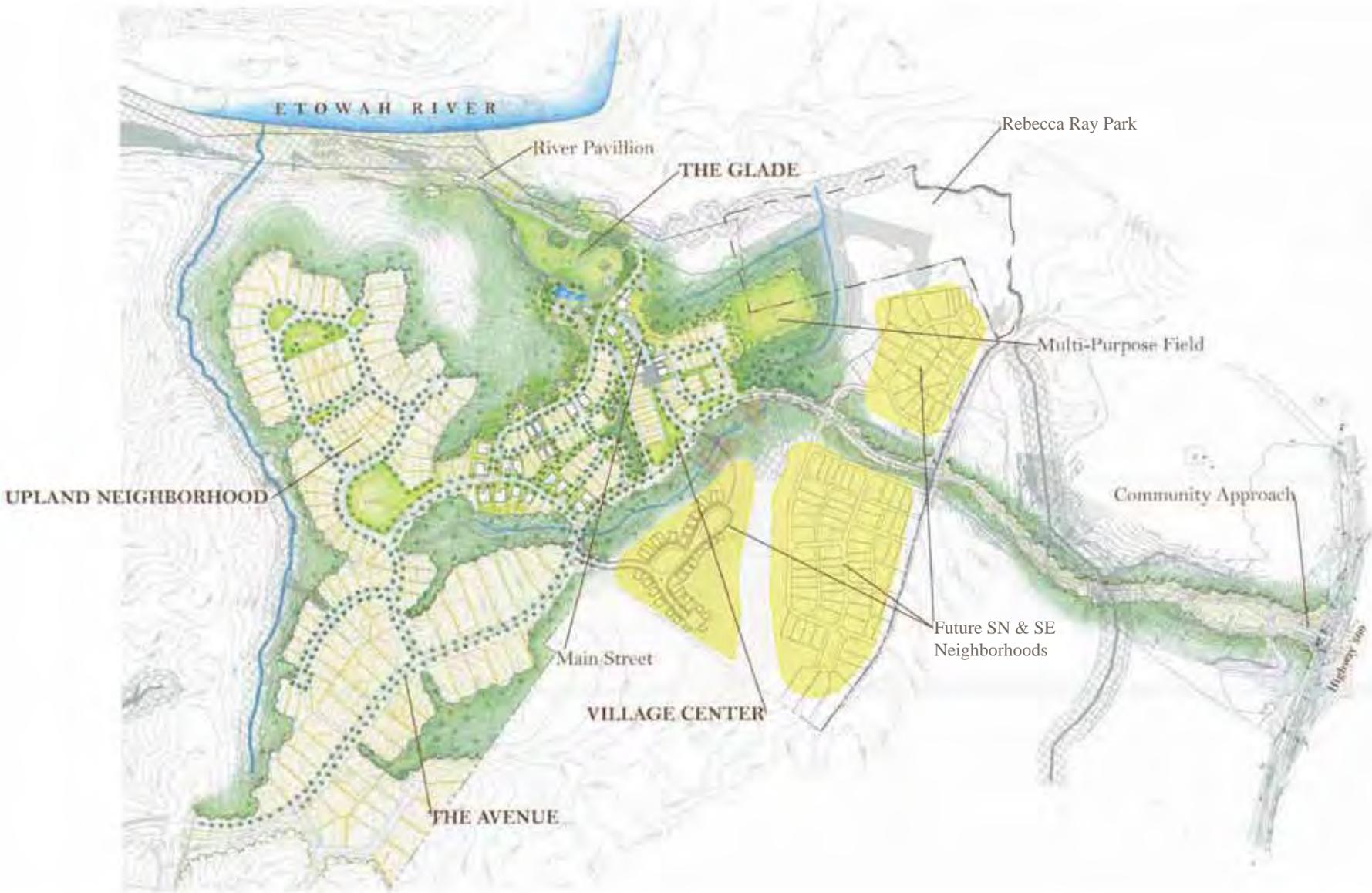


TRANSECT PLAN



- NP** Natural Preserve
- RR** Rural Reserve
- SE** Suburban Estates
- SN** Suburban Neighborhood
- VC** Village Center

NEIGHBORHOOD 1 MASTER PLAN



NEIGHBORHOOD 1 REGULATING PLAN



NEIGHBORHOOD 1 REGULATING PLAN (VILLAGE CENTER)

- Village Center
- Suburban Neighborhood
- Common Lawns & Parks
- Open Space
- Community Use
- Focal Point



DEVELOPMENT PATTERN MATRIX

	Suburban Estates	Suburban Neighborhood	Village Center
Large Residential Lots: Suitable for single family detached homes. A building occupies the center of its lot with setbacks on all sides. This is the least intense of the development patterns. There are consistent front yard is intended to be visually continuous with the yards of adjacent buildings. The rear yard can be secured for privacy by fences and/or a well-placed accessory structure.	Permitted	Permitted	
Small Residential Lots: Suitable for single family detached homes. A building occupies the center of its lot with Setbacks on all sides. There are consistent front yard is intended to be visually continuous with the yards of adjacent buildings. The rear yard can be secured for privacy by fences and/or a well-placed accessory structure.	Permitted	Permitted	
Residential Detached: Suitable for single family detached homes, including Charleston Single House, or zero-lot-line house. A building that occupies one side of the lot with the Setback to the other side. The visual opening of the side yard on the street frontage causes this building type to appear freestanding. A shallow frontage Setback defines a more urban condition.		Permitted	Permitted
Courtyard: Suitable for single family attached homes that are connected by a wall or fence, such as a Patio House. A building that occupies the boundaries of its lot while internally defining one or more private patios. This more intensive pattern shields the private realm from all sides while strongly defining the public Thoroughfare.		Permitted	Permitted
Rowhouse: Suitable for single family attached homes and mixed-use buildings that have a shared common wall, such as a Townhouse. A building that occupies the full frontage, leaving the rear of the lot as the sole yard. This is a very intensive development pattern with a continuous Facade that defines the public Thoroughfare. The rear Elevations may be articulated for functional purposes.			Permitted
Commercial: Suitable for small scale retail and office buildings.			Permitted

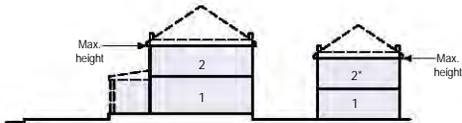
Notes:

- This table reflects where individual development patterns are permitted. If a cell is blank, then that development pattern is not permitted in that zone.

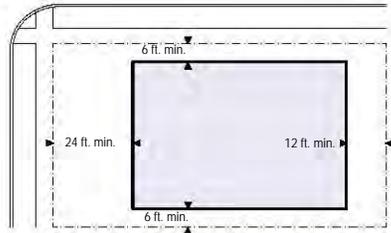
LARGE RESIDENTIAL LOT SUMMARY TABLE

BUILDING FUNCTION	
See Tables F-1 & F-3	
BUILDING HEIGHT	
a. Principal Building	2 stories max.
b. Outbuilding	2 stories max.
LOT OCCUPATION	
a. Lot Size	18,000 sq.ft. min.
b. Lot Width	72 ft. min.
c. Lot Coverage	60% max.
BUILDING DISPOSITION	
a. Front Setback Principal	24 ft. min.
b. Side Setback	6 ft. min.
c. Rear Setback	12 ft. min.
d. Exterior Boundary Setback	50 ft.
GARAGE/ OUTBUILDING DISPOSITION	
a. Front Setback	5 ft. + bldg stbk
b. Side Setback	6 ft. min.
c. Rear Setback	12 ft. min.
PARKING PROVISIONS	
See Table F-2	

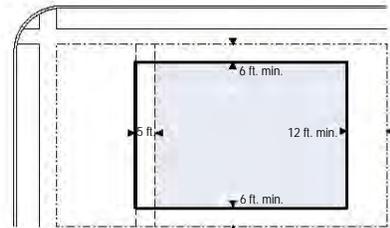
- BUILDING HEIGHT**
1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
 2. Stories may not exceed 14 ft. clear, floor to ceiling.
 3. Maximum height shall be measured to the eave or roof deck.



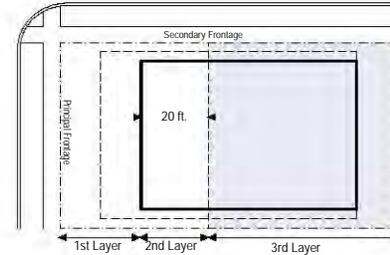
- BUILDING DISPOSITION**
1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
 2. Facades shall be built along the Principal Frontage to a minimum of 50% of its width of the principal frontage.



- GARAGE & OUTBUILDING DISPOSITION**
1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



- PARKING PLACEMENT**
1. Uncovered parking spaces may be provided within the 1st, 2nd, or 3rd Layer as shown in the diagram (see Table G-1).
 2. Covered parking shall be provided within the 2nd or 3rd Layer as shown in the diagram (see Table G-1).

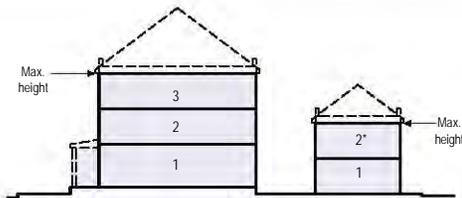


SMALL RESIDENTIAL LOT SUMMARY TABLE

BUILDING FUNCTION	
See Tables F-1 & F-3	
BUILDING HEIGHT	
a. Principal Building	3 stories max, 1 min.
b. Outbuilding	2 stories max.
LOT OCCUPATION	
a. Lot Size	12,000 sq.ft. min.
b. Lot Width	50 ft min 100 ft max
c. Lot Coverage	70% max
BUILDING DISPOSITION	
a. Front Setback Principal	12ft. min. 24 ft. max.
b. Side Setback	6 ft. min.
c. Rear Setback	6 ft. min.
GARAGE/ OUTBUILDING DISPOSITION	
a. Front Setback	14 ft. + bldg stbck
b. Side Setback	6 ft. min.
c. Rear Setback	6 ft. min.
PARKING PROVISIONS	
See Table F-2	

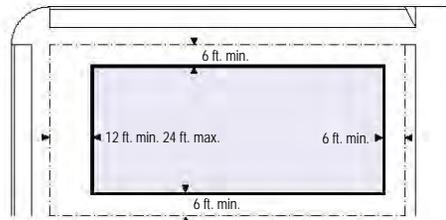
BUILDING HEIGHT

1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
2. Stories may not exceed 14 ft. clear, floor to ceiling.
3. Maximum height shall be measured to the eave or roof deck.



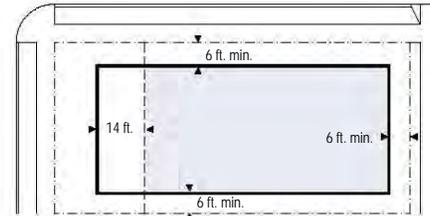
BUILDING DISPOSITION

1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Buildings shall have facades along principal frontage lines and elevations along lot lines. (see Table G-1).



GARAGE & OUTBUILDING DISPOSITION

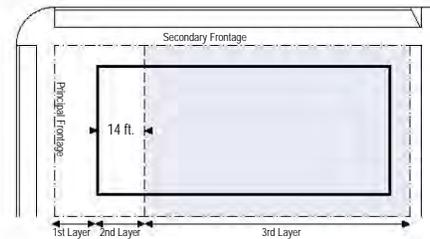
1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the 1st, 2nd, or 3rd Layer as shown in the diagram (see Table G-1).

2. Covered parking shall be provided within the 3rd Layer as shown in the diagram (see Table G-1).



RESIDENTIAL DETACHED SUMMARY TABLE

BUILDING FUNCTION	
See Tables F-1 & F-3	
BUILDING HEIGHT	
a. Principal Building	3 stories max., 1 min.
b. Outbuilding	2 stories max.
LOT OCCUPATION	
a. Lot Width	24 ft min. 50 ft max.
b. Lot Coverage	70% max.
BUILDING DISPOSITION	
a. Front Setback Principal	6 ft. min. 20ft. max.
b. Side Setback	0ft.min.or 10ft.btw.structures
c. Rear Setback	6 ft. min.*
GARAGE/ OUTBUILDING DISPOSITION	
a. Front Setback	14 ft. + bldg setback
b. Side Setback	0ft.min.or 10ft.btw.structures
c. Rear Setback	6 ft. min.*
PARKING PROVISIONS	
See Table F-2	

*or 15 ft. from center line of alley

BUILDING HEIGHT

1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
2. Stories may not exceed 14 ft. clear, floor to ceiling.
3. Maximum height shall be measured to the eave or roof deck.

BUILDING DISPOSITION

1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Buildings shall have facades along principal frontage lines and elevations along lot lines. (see Table G-1).

GARAGE & OUTBUILDING DISPOSITION

1. The elevation of the outbuilding shall be distanced from the lot lines as shown.

PARKING PLACEMENT

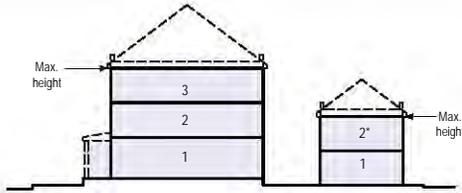
1. Uncovered parking spaces may be provided within the 1st, 2nd, or 3rd Layer as shown in the diagram (see Table G-1).
2. Covered parking shall be provided within the 3rd Layer as shown in the diagram (see Table G-1).

COURTYARD SUMMARY TABLE

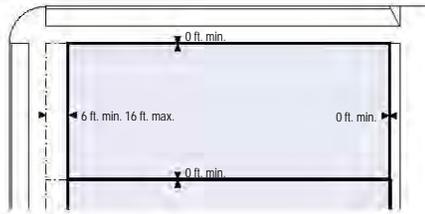
BUILDING FUNCTION	
See Tables F-1 & F-2	
BUILDING HEIGHT	
a. Principal Building	3 stories max., 1 min.
b. Outbuilding	2 stories max.
LOT OCCUPATION	
a. Lot Width	20 ft min. 40 ft max.
b. Lot Coverage	70% max.
BUILDING DISPOSITION	
a. Front Setback Principal	6 ft. min. 18ft. max.
b. Side Setback	0 ft. min.
c. Rear Setback	0 ft. min.*
GARAGE/ OUTBUILDING DISPOSITION	
a. Front Setback	14 ft. + bldg setback
b. Side Setback	0 ft. min.
c. Rear Setback	0 ft. min.*
PARKING PROVISIONS	
See Table F-2	

*or 15 ft. from center line of alley

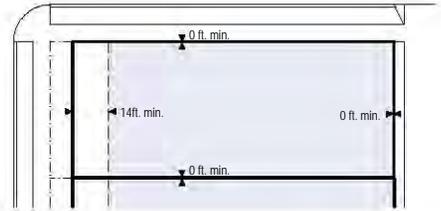
- BUILDING HEIGHT**
1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
 2. Stories may not exceed 14 ft. clear, floor to ceiling.
 3. Maximum height shall be measured to the eave or roof deck.



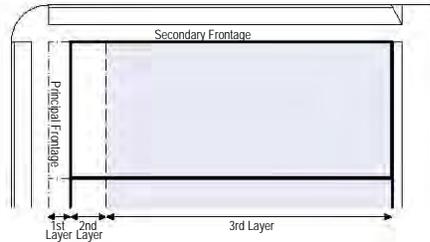
- BUILDING DISPOSITION**
1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
 2. Buildings shall have facades along principal frontage lines and elevations along lot lines. (see Table G-1).



- GARAGE & OUTBUILDING DISPOSITION**
1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



- PARKING PLACEMENT**
1. Uncovered parking spaces may be provided within the 3rd Layer as shown in the diagram (see Table G-1).
 2. Covered parking shall be provided within the 3rd Layer as shown in the diagram (see Table G-1).

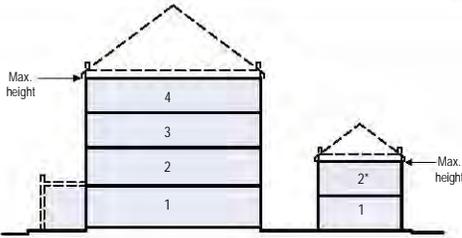


ROWHOUSE SUMMARY TABLE

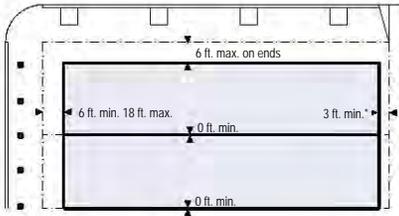
BUILDING FUNCTION	
See Tables F-1 & F-3	
BUILDING HEIGHT	
a. Principal Building	4 stories max, 1 min.
b. Outbuilding	2 stories max.
LOT OCCUPATION	
a. Lot Width	18 ft. min. 30 ft. max.
b. Lot Coverage	85% max
BUILDING DISPOSITION	
a. Front Setback Principal	6 ft. min. 18 ft. max.
b. Side Setback	0 ft. min. or 6 ft. min. on ends
c. Rear Setback	3 ft. min.*
GARAGE/ OUTBUILDING DISPOSITION	
a. Front Setback	40 ft. max. from rear prop.
b. Side Setback	0 ft. min.
c. Rear Setback	3 ft. min.*
PARKING PROVISIONS	
See Table F-2	

*or 15 ft. from center line of alley

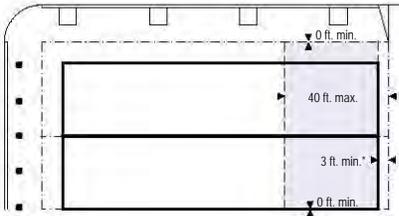
- BUILDING HEIGHT**
1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
 2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, **except for a first floor Commercial function which must be a minimum of 11 ft with a maximum of 25 feet.**
 3. Maximum height shall be measured to the eave or roof deck.



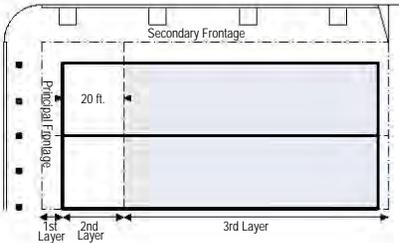
- BUILDING DISPOSITION**
1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
 2. Buildings shall have facades along principal frontage lines and elevations along lot lines. (see Table G-1).



- GARAGE & OUTBUILDING DISPOSITION**
1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



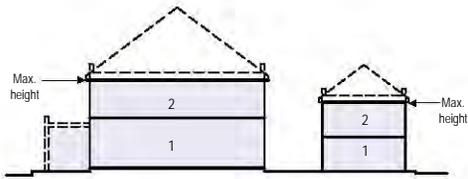
- PARKING PLACEMENT**
1. Uncovered parking spaces may be provided within the 3rd Layer as shown in the diagram (see Table G-1).
 2. Covered parking shall be provided within the 3rd Layer as shown in the diagram (see Table G-1).



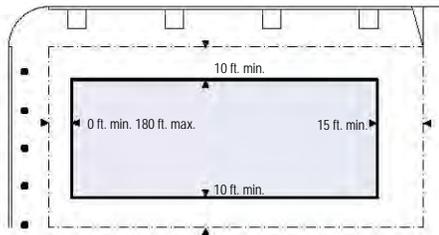
COMMERCIAL SUMMARY TABLE

BUILDING FUNCTION	
See Tables F-1 & F-3	
BUILDING HEIGHT	
a. Principal Building	2 stories max. 1 min.
b. Outbuilding	2 stories max.
LOT OCCUPATION	
a. Lot Width	18 ft. min. no max.
b. Lot Coverage	80% max.
BUILDING DISPOSITION	
a. Front Setback Principal	0 ft. min. 180 ft. max.
b. Side Setback	10 ft. min.
c. Rear Setback	15 ft. min.
OUTBUILDING DISPOSITION	
a. Front Setback	40' max from rear prop.
b. Side Setback	0 ft. min.
c. Rear Setback	0 ft. min.
PARKING PROVISIONS	
See Table F-2	

- BUILDING HEIGHT**
1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
 2. Stories **must be a minimum of 11 ft with a maximum of 25 feet.**
 3. Maximum height shall be measured to the eave or roof deck.

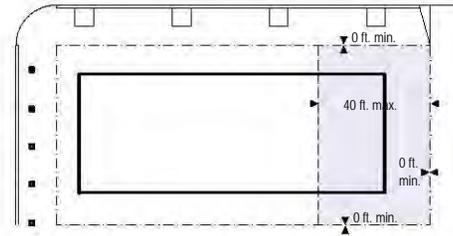


- BUILDING DISPOSITION**
1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
 2. Buildings shall have facades along principal frontage lines and elevations along lot lines. (see Table G-1).



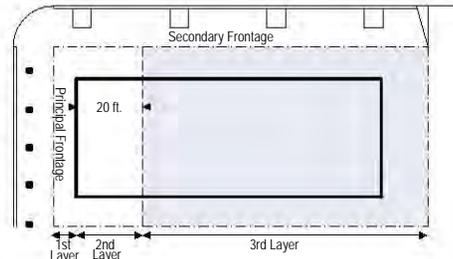
GARAGE & OUTBUILDING DISPOSITION

1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



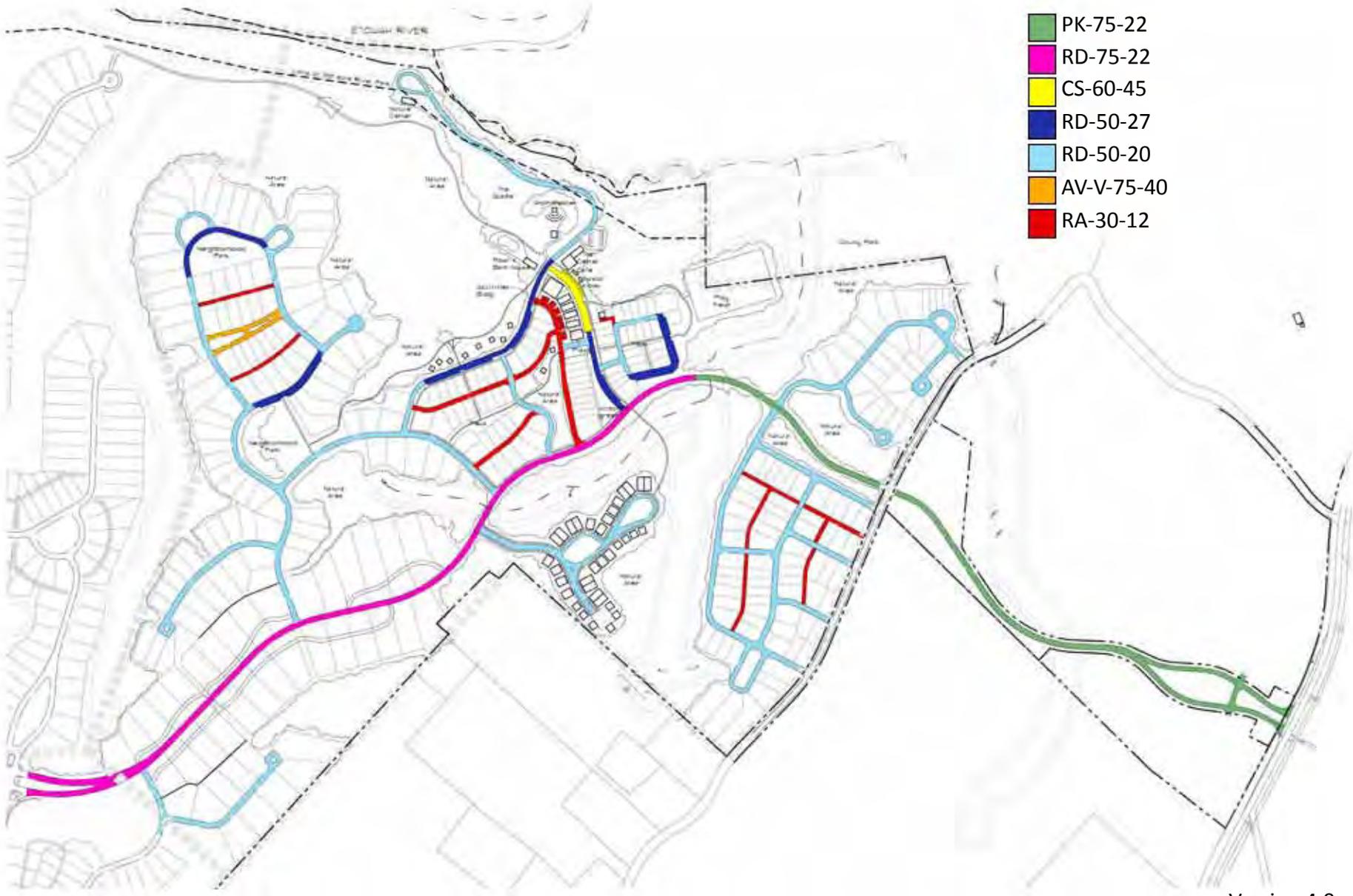
PARKING PLACEMENT

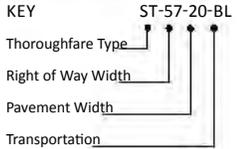
1. Uncovered parking spaces may be provided within the 1st, 2nd and 3rd Layer as shown in the diagram (see Table G-1).
2. Covered parking shall be provided within the 3rd Layer as shown in the diagram (see Table G-1).



C. STREET STANDARDS

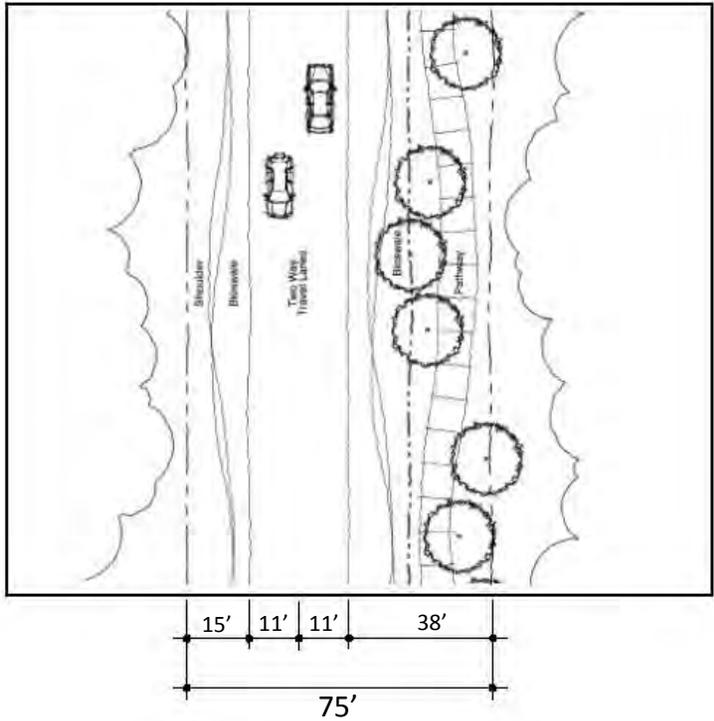
NEIGHBORHOOD 1 ROAD TYPOLOGY PLAN





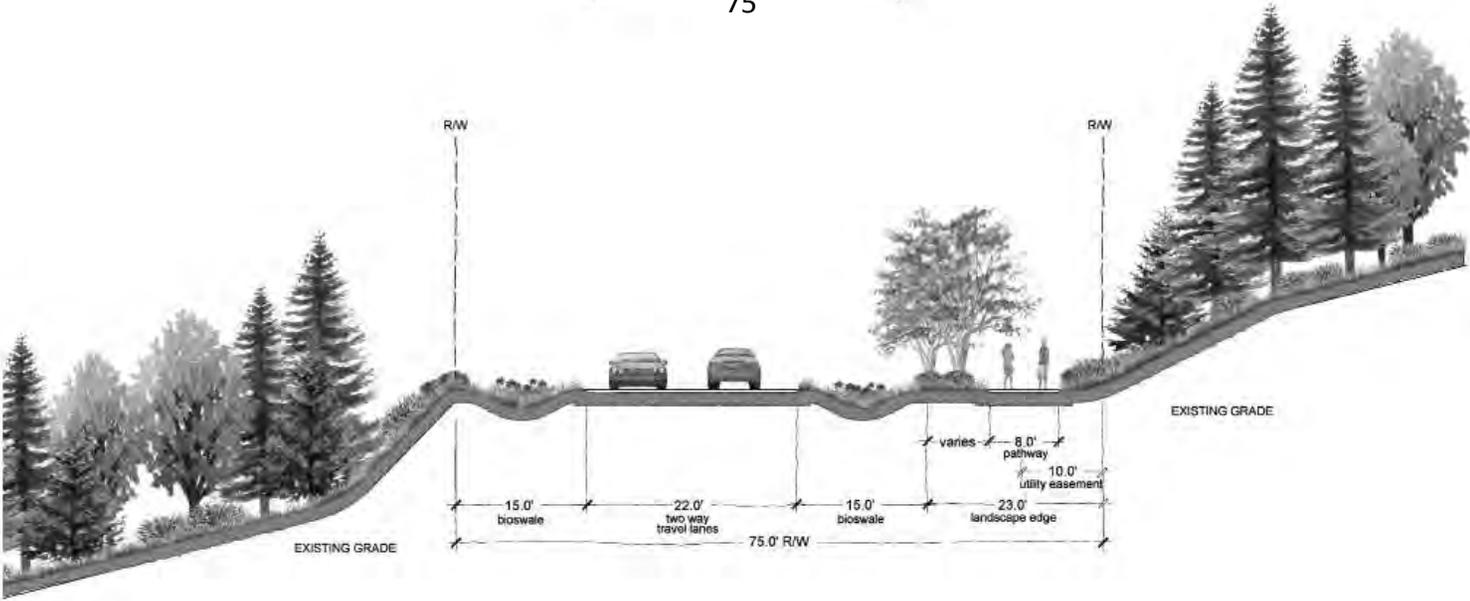
THOROUGHFARE TYPES

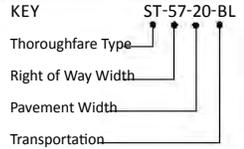
- Parkway: PK
- Highway: HW
- Boulevard: BV
- Avenue: AV
- Commercial Street: CS
- Drive: DR
- Street: ST
- Road: RD
- Rear Alley: RA
- Rear Lane: RL
- Bicycle Trail: BT
- Bicycle Lane: BL
- Bicycle Route: BR
- Path: PT
- Passage: PS
- Transit Route: TR



Thoroughfare Type	
Transect Zone Assignment	
Right-of-Way Width	
Pavement Width	
Movement	
Design Speed	
Pedestrian Crossing Time	
Traffic Lanes	
Parking Lanes	
Curb Radius	
Walkway Type	
Planter Type	
Curb Type	
Landscape Type	
Transportation Provision	

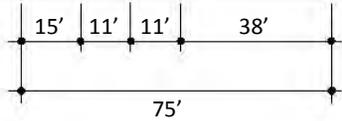
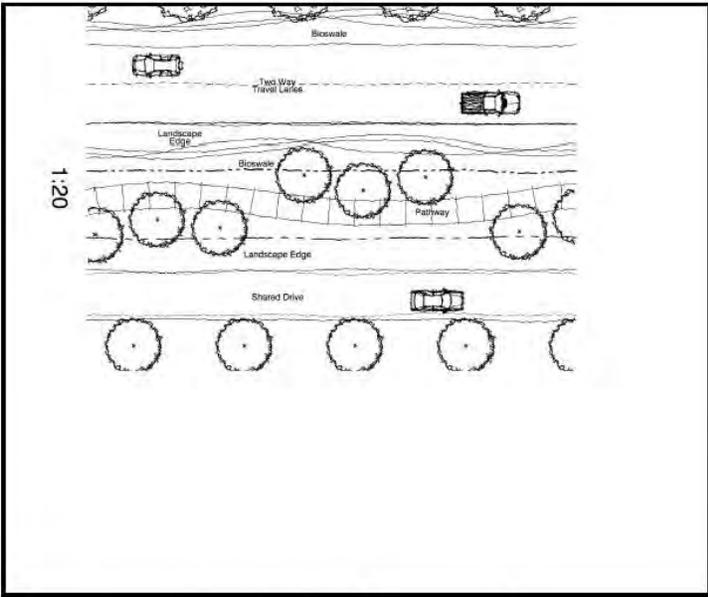
PK-75-22	
Thoroughfare Type	Parkway
Transect Zone Assignment	SE
Right-of-Way Width	75 feet
Pavement Width	22 feet
Movement	Free Movement
Design Speed	35 MPH
Pedestrian Crossing Time	6 seconds
Traffic Lanes	2 lanes
Parking Lanes	None
Curb Radius	25 feet
Walkway Type	8' Bike/ Pedestrian path
Planter Type	Continuous swale
Curb Type	Swale
Landscape Type	Trees at 30' o.c. Avg. in disturbed areas
Transportation Provision	BT





THOROUGHFARE TYPES

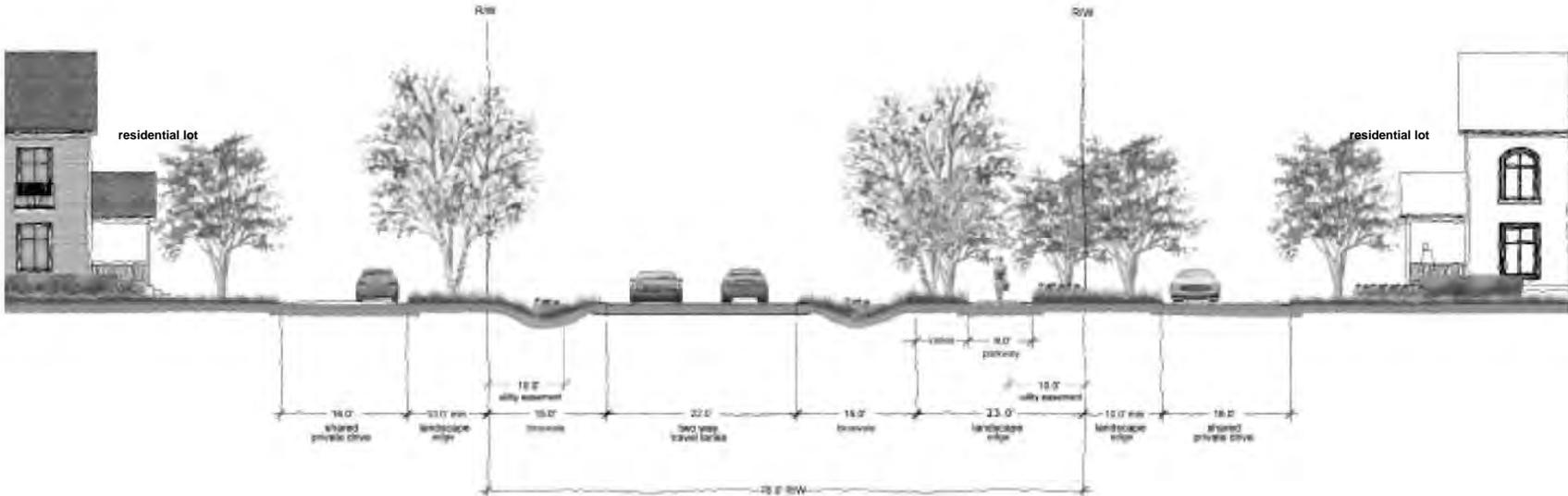
- Parkway: PK
- Highway: HW
- Boulevard: BV
- Avenue: AV
- Commercial Street: CS
- Drive: DR
- Street: ST
- Road: RD
- Rear Alley: RA
- Rear Lane: RL
- Bicycle Trail: BT
- Bicycle Lane: BL
- Bicycle Route: BR
- Path: PT
- Passage: PS
- Transit Route: TR

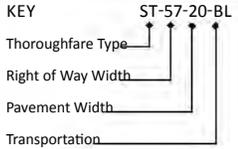


Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

RD-75-22

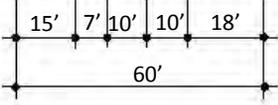
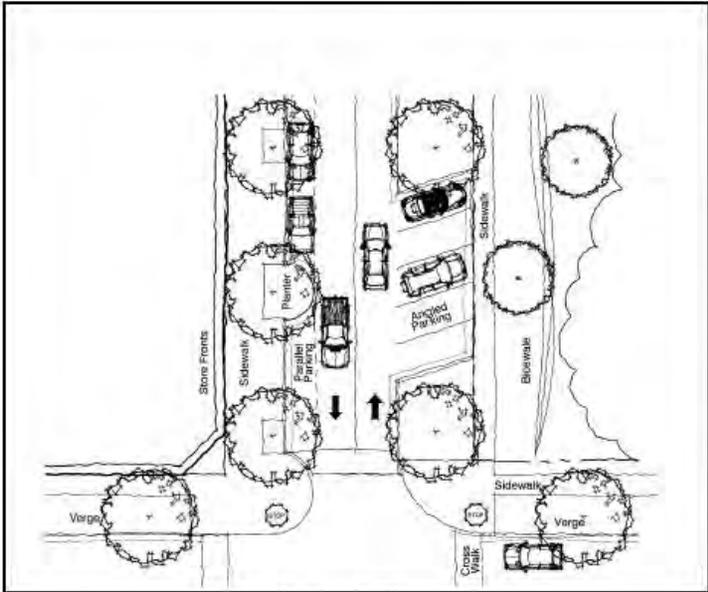
Road
SE
75 feet
22 feet
Free Movement
35 MPH
6 seconds
2 lanes
None
25 feet
8' Bike/ Pedestrian path
Continuous swale
Swale
Trees at 30' o.c. Avg. in disturbed areas
BT





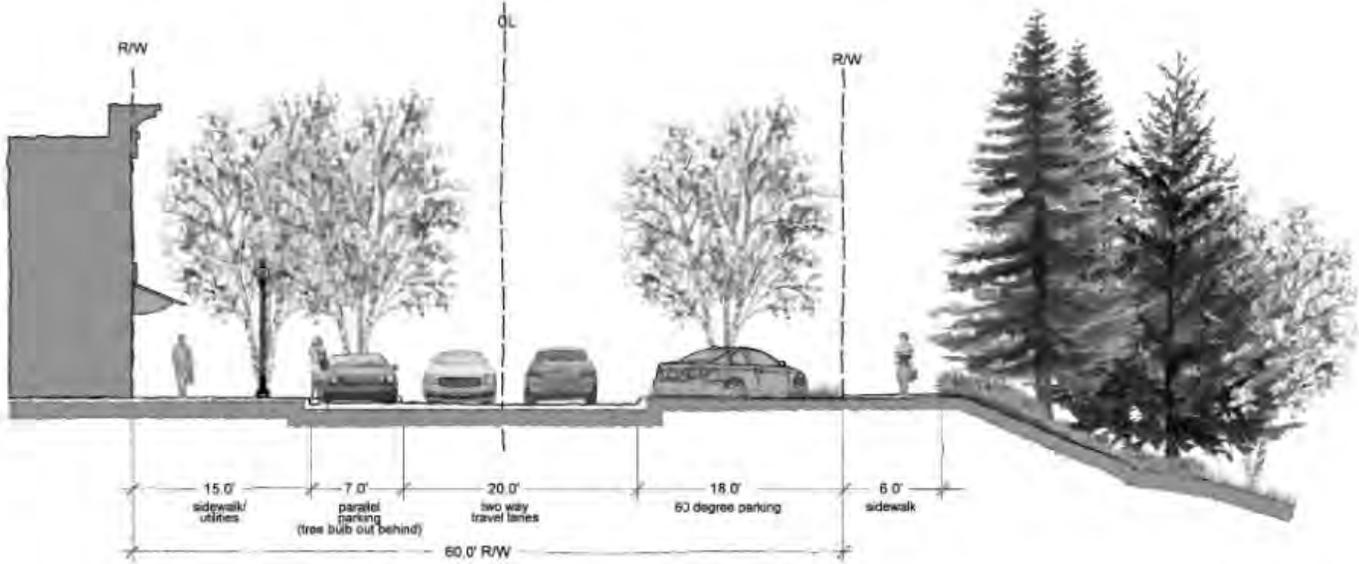
THOROUGHFARE TYPES

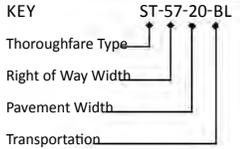
- Parkway: PK
- Highway: HW
- Boulevard: BV
- Avenue: AV
- Commercial Street: CS
- Drive: DR
- Street: ST
- Road: RD
- Rear Alley: RA
- Rear Lane: RL
- Bicycle Trail: BT
- Bicycle Lane: BL
- Bicycle Route: BR
- Path: PT
- Passage: PS
- Transit Route: TR



Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

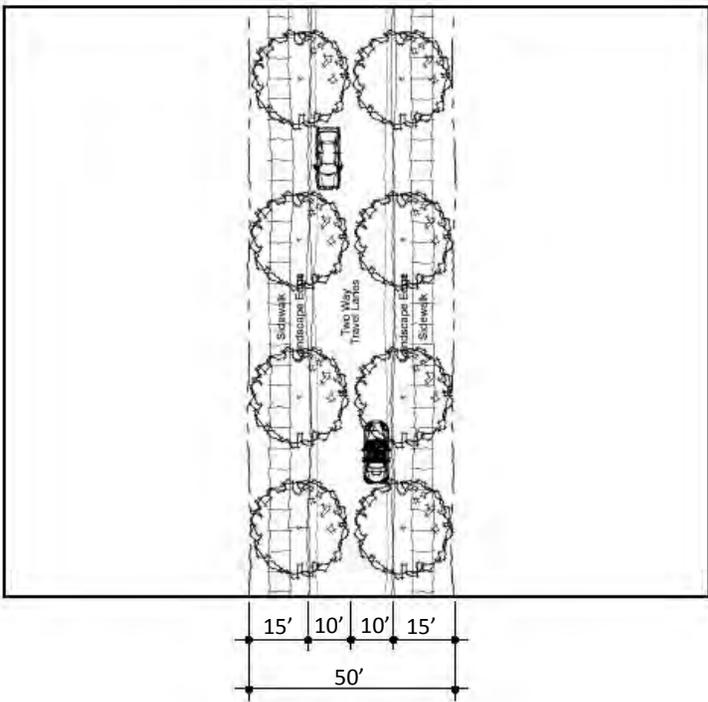
CS-60-45
Commercial Street
VC
60 feet
45 feet
Slow Movement
20 MPH
10 seconds
2 lanes
One side @ 7 feet marked, One side @ 18 feet marked
10 feet
15 foot Sidewalk
4x4' Tree well or planter island
Curb
Trees at 30' o.c. Avg.
BT





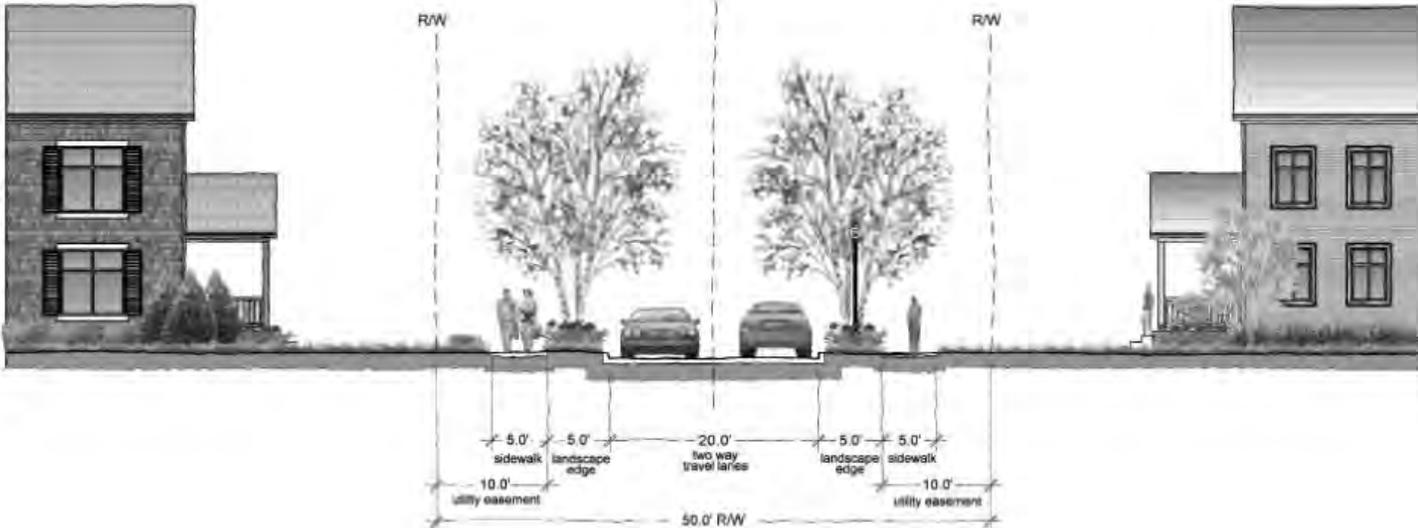
THOROUGHFARE TYPES

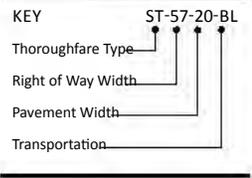
Parkway:	PK
Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR



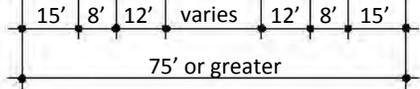
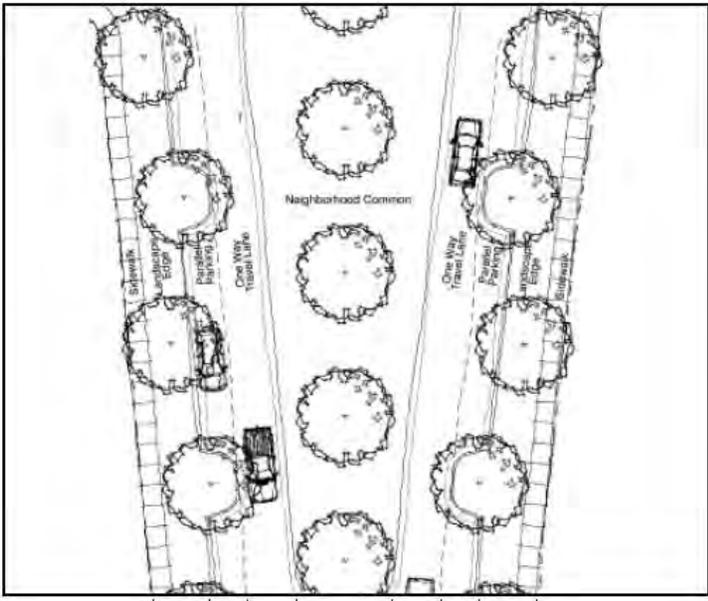
Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

RD-50-20
Road
SE, SN, VC
50 feet
20 feet
Slow Movement
20-25 MPH
5.5 seconds
2 lanes
None
10 feet
5 foot Sidewalk
5 foot Continuous planter
Curb
Trees at 30' o.c. Avg.
BT

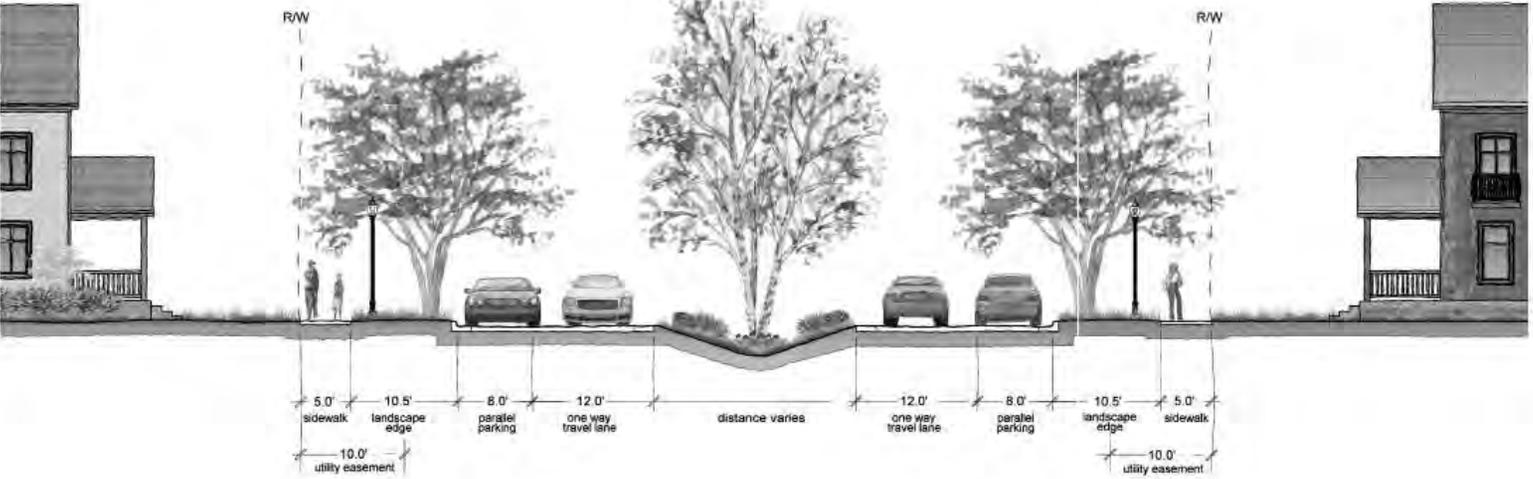




- THOROUGHFARE TYPES**
- Parkway: PK
 - Highway: HW
 - Boulevard: BV
 - Avenue: AV
 - Commercial Street: CS
 - Drive: DR
 - Street: ST
 - Road: RD
 - Rear Alley: RA
 - Rear Lane: RL
 - Bicycle Trail: BT
 - Bicycle Lane: BL
 - Bicycle Route: BR
 - Path: PT
 - Passage: PS
 - Transit Route: TR



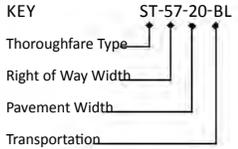
CL



Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

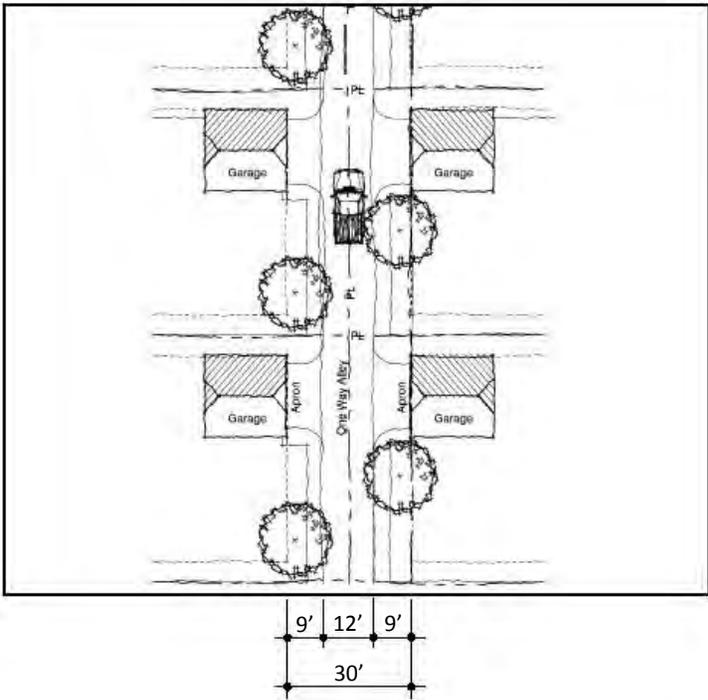
AV-V-75-40

Avenue
SE, SN, VC
75 feet
40 feet
Slow Movement
25 MPH
13 seconds
2 lanes
Both Sides @ 8 feet marked
10 feet
5 foot Sidewalk
10' Continuous planter
Curb or Swale
Trees at 30' o.c. Avg.
BR



THOROUGHFARE TYPES

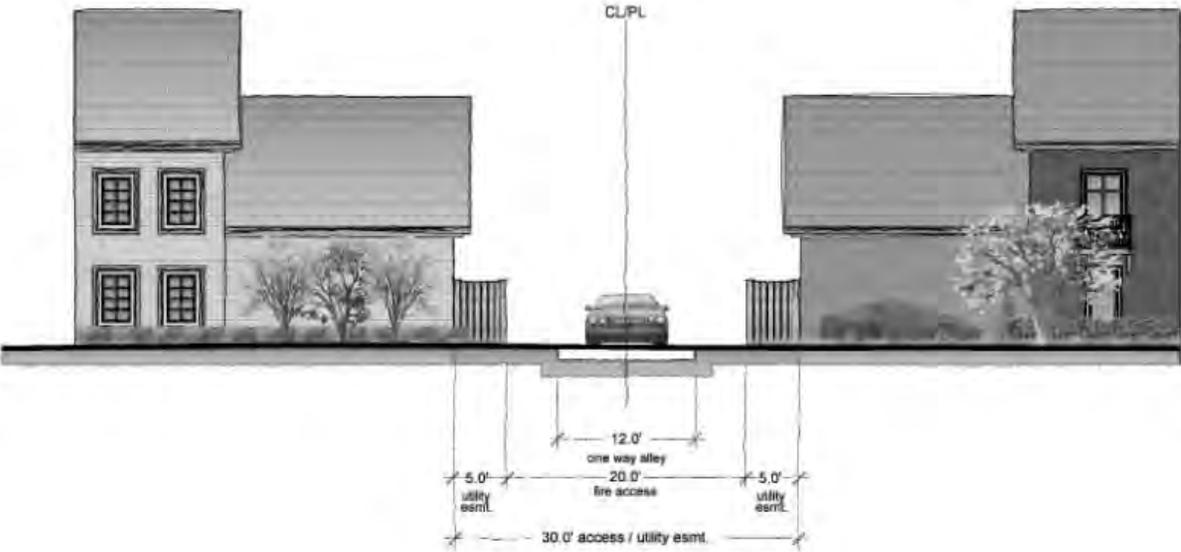
- Parkway: PK
- Highway: HW
- Boulevard: BV
- Avenue: AV
- Commercial Street: CS
- Drive: DR
- Street: ST
- Road: RD
- Rear Alley: RA
- Rear Lane: RL
- Bicycle Trail: BT
- Bicycle Lane: BL
- Bicycle Route: BR
- Path: PT
- Passage: PS
- Transit Route: TR



Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

RA-30-12

Rear Alley
SN, VC
30 feet (Access Easement)
12 feet
Slow Movement
10 MPH
3 seconds
1 lanes
None
5 feet
None
None
Inverted Crown
None
None





D. STORMWATER MANAGEMENT STRATEGY

Storm water management best practices will reflect the Cherokee County Development Ordinance; Section 5.0, Storm Water Management, revised August 2, 2005 and Section 6.0, Cherokee County Post Development Storm Water Management, revised September 18, 2007.

E. SIGNAGE STANDARDS

Reinforcing the Etowah Community intentionality on coding the development and establishing the design standards for the public realm, we are proposing the following code for signage and environmental graphics. There are four categories of signage identified: project signage, wayfinding signage, storefront and civic identity signs and address signs.

Signage locations and signage types should be identified on the regulating plan submitted with each phase or neighborhood of development.

Sign Categories:

Project Signs intended purpose is to signify visitors and residents of the community the limits and the identity of the community. These signs may be ground or projecting (blade only) type signs

Retail Village Signs are intended to identify the region within Etowah providing retail services. These signs may be ground or projecting (blade only) type signs

Wayfinding Signage includes directional signs, street signs, and temporary signs and may be attached (wall, band, or board type), ground, or projecting (blade only) type signs.

Storefront and Civic Identity Signage is intended to identify the use or service offered within a building use. These signs may be of any type except ground.

Address Signage provides specific locations of uses or homes. This type of signage shall be attached (board or window only).

Sign Types:

Attached type signs may be in the form of a sign “Band” over the length of the storefront or as a header component across a projecting storefront bay; or a “Board” sign attached as a small sign on the façade at eye level or as a larger sign above the storefront; or of a “Window” sign silkscreened or painted on glazing. “Wall” signs are painted on the wall surface, traditionally on brick buildings. Band or Board signs integrated with the architectural design of the façade are highly encouraged. “Window” signs may occur at the second floor level if a Live-Work unit contains commercial use above the ground floor.

Awning type signs may be in the form of “Center” signs as lettering or logos on the top sloped surface of a canvas awning, or as a “Fringe” sign with lettering across the narrow height which if not attached to the awning’s frame, may flutter in the breeze.

Projecting signs may be in the form of “Blade” signs that are either vertically oriented (typically for event signage on streetlights) or horizontally oriented projecting from the building face or placed below a canopy; or of a “Corner” sign projecting out from the building’s façade in a vertical orientation and occurring at specific locations within a T5 Zone.

Ground type signs are of the “Freestanding” form with traditional detailing matching that of street lamp posts. These mostly street and wayfinding signs may have a board mounted to the top of the post or the post may have a projecting blade sign hanging from a horizontal member. Ground type signs may also include project identity signs and retail village signs occurring on site retaining walls, freestanding walls, columns or posts. Retail village signs are intended to designate the retail portion of the site and signify the primary and secondary tenant of the site.

Portable “Sandwich Board” signs shall be painted wood and permitted with a temporary approval.

Note: Retail joint tenant signs or signs that list all of the tenants in the retail village are discouraged.

Sign Size

The area of a sign is the entire portion of the sign that can be enclosed within a single continuous rectangle. The area includes the extreme limits of the letters, logos, figures, and comprising any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The structure supporting the sign is excluded.

In general the maximum aggregate area of all signage elements for a commercial use is 100 SF except it shall be increased to 150 SF for commercial uses having street frontage on two streets and up to 200 SF for a grocery store, not including any signage integral to an architectural feature called out in the regulating plan. Signage types may be used in combination for maximum visibility. Signs may not be 3-dimensional and are limited to 2” of thickness to allow for carving or other relief of the sign surface. No signage is permitted along the return edges of a sign except for on the gable end of an Awning. Only one side of a sign with two sides is used for area calculation such as a suspended Projecting Blade sign below a canopy.

Attached Band signs are limited in size to 2 SF per linear foot of street frontage of commercial use.

Attached Board signs are limited in size by their location above the sidewalk: for singly occurring signs 6 SF, if the bottom edge of the sign is less than 8' above the sidewalk, 9 SF if the bottom edge of the sign is between 8' and 12', and 12 SF if its bottom is above 12'. Total of all Attached Board signs allowed is 2 SF per linear foot of street frontage for a commercial use. For residential use, the maximum area is 1.5 SF.

Attached Window signage for commercial use may occupy up to 40% of a glazed panel excluding muntins, but shall allow a minimum 75% (of the glazed panel extents) transparency excluding muntins. For residential address signage, maximum area is 1.5 SF. Signage may be located internal to the window (neon displays) upon approval by the developer.

Attached Wall signs are limited to 50 SF per occurrence.

Center Awning signs shall have a maximum area of 12 SF and if used in combination with signage elements on the Fringe, shall be a maximum of 18 SF. Fringe Awning signs shall occupy not more than 75% of the awnings width.

Projecting Blade signs may be up to 8 SF maximum per single sign; aggregate sign area is limited to 2 SF per linear foot of street frontage for commercial use. When used as part of a Ground Freestanding sign, the area is limited 1.5 SF unless the sign is identified as a project sign or a retail village sign.

Corner Blade sign maximum area is 30 SF per single sign and 120 SF total maximum aggregate, if used with a combination of other signage techniques for a single commercial use.

Ground Freestanding wayfinding signs are limited to 3 SF per sign unless the sign is composed of both a post and Projecting Blade where the size is limited to 1.5 SF. If a Ground Freestanding sign is identified as a project sign or retail village sign the maximum size area is 80 SF. Ground Sandwich Board signs are limited to 12 SF for each side, with a maximum height of 4'. Ground Sandwich Board signs area does not count against the aggregate sign area limits for a commercial establishment.

F. SUPPORTING TABLES

TABLE F-1: Building Function

This table categorizes Building Functions within Transect Zones. Parking requirements are correlated to functional intensity. For Specific Function and Use permitted By Right or by Warrant, see Table F-3.

	RR	SE	SN	VC
a. RESIDENTIAL	Prohibited.	Restricted Residential: The number of dwellings on each Lot is restricted to one within a Principal Building.	Limited Residential: The number of dwellings on each Lot is limited to one within a Principal Building. 1.5 parking places must be provided for each dwelling, a ratio which may be reduced according to the shared parking standards (See Table 11).	Open Residential: The number of dwellings on each Lot is limited by the requirement of 1.0 parking places for each dwelling, a ratio which may be reduced according to the shared parking standards (See Table 11).
b. LODGING	Prohibited.	Prohibited.	Prohibited.	Open Lodging: The number of bedrooms available on each Lot for lodging is limited by the requirement of 1.0 assigned parking places for each bedroom. Food service may be provided at all times. The area allocated for food service shall be calculated and provided with parking according to Retail Function.
c. OFFICE	Prohibited.	Prohibited.	Prohibited.	Open Office: The building area available for office use on each Lot is limited by the requirement of 2.0 assigned parking places per 1000 square feet of net office space.
d. RETAIL	Prohibited.	Prohibited.	Prohibited.	Open Retail: The building area available for Retail use is limited by the requirement of 4.0 assigned parking places per 1000 square feet of net Retail space. Retail spaces under 1500 square feet are exempt from parking requirements.
e. CIVIC	by Warrant	by Warrant	by Warrant	by Warrant
f. OTHER	by Warrant	by Warrant	by Warrant	by Warrant

TABLE F-2: Parking Calculations

This table shows the maximum parking quantities permitted within each transect zone.

MAXIMUM PARKING (See Table F-1)

	RR	SE	SN	VC
RESIDENTIAL	2.0 / dwelling		1.5 / dwelling	1.0 / dwelling
LODGING	n/a		n/a	1.0 / bedroom
OFFICE	n/a		n/a	2.0 / 1000 sq. ft.
RETAIL	n/a		n/a	4.0 / 1000 sq. ft.
CIVIC	To be determined by Warrant			
OTHER	To be determined by Warrant			

TABLE F-3: Specific Function & Use

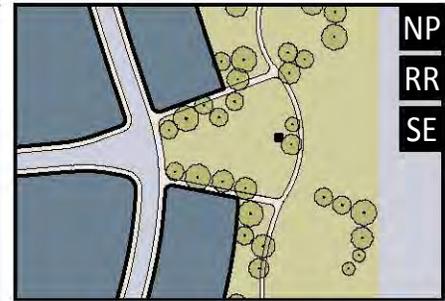
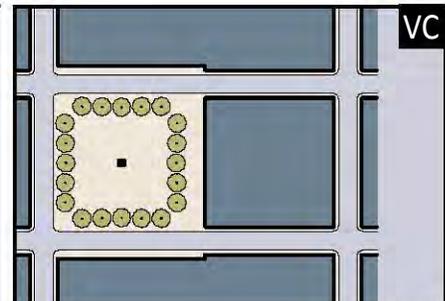
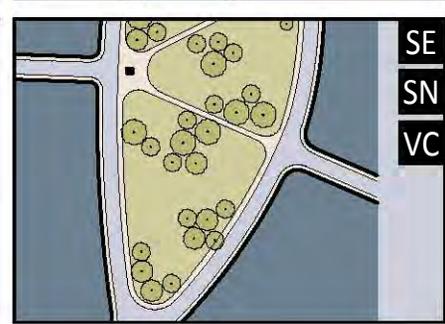
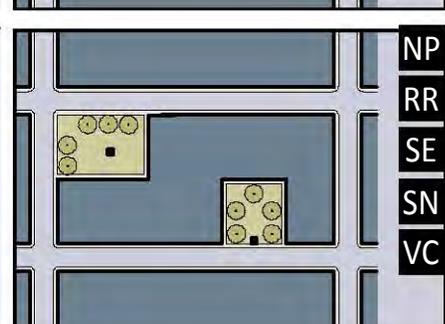
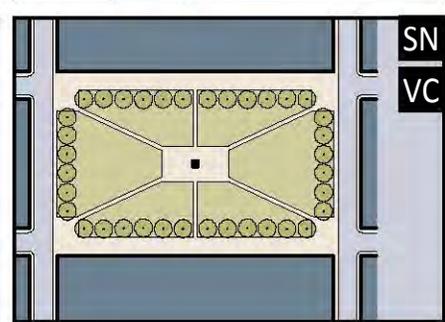
This table expands the categories of Table F-1 to delegate specific functions and uses within Transect Zones. A warrant from the Planning Director is required for all functions and uses listed as Civic and Other. Those functions and uses listed below requiring a variance must be approved by the Zoning Board of Appeals through a public hearing.

	NP	RR	SE	SN	VC
a. RESIDENTIAL					
Mixed Use Block					▪
Rowhouse				▪	▪
Duplex House					▪
Courtyard House			▪	▪	▪
Sideyard House			▪	▪	▪
Treehouse / Cottage			▪	▪	
House			▪	▪	
Accessory Structure / Outbuilding			▪	▪	▪
b. LODGING					
Hotel (no room limit)					▪
Inn (up to 12 rooms)					▪
Bed & Breakfast (up to 5 rooms)					▪
c. OFFICE					
Office Building					▪
d. RETAIL					
Open-Market Building					▪
Retail Building					▪
Display Gallery					▪
Restaurant					▪
Kiosk					▪
Gasoline Station					▪

	NP	RR	SE	SN	VC
e. CIVIC					
Conference Center					□
Fountain or Public Art		▪	▪	▪	▪
Library				▪	▪
Live Theater					▪
Movie Theater					▪
Museum					□
Outdoor Auditorium		▪			▪
Playground		▪	▪	▪	▪
Surface Parking Lot				□	□
Religious Assembly					▪
f. OTHER: CIVIL SUPPORT					
Fire Station			▪	▪	▪
Police Station				▪	▪
Cemetery		▪	□	□	
Funeral Home					▪
Hospital					□
Medical Clinic				□	▪
f. OTHER: EDUCATION					
College					□
High School				□	□
Tutoring, Sports & Fine Arts Schools					▪
Elementary School			□	▪	▪
Other- Childcare Center		▪	▪	▪	▪

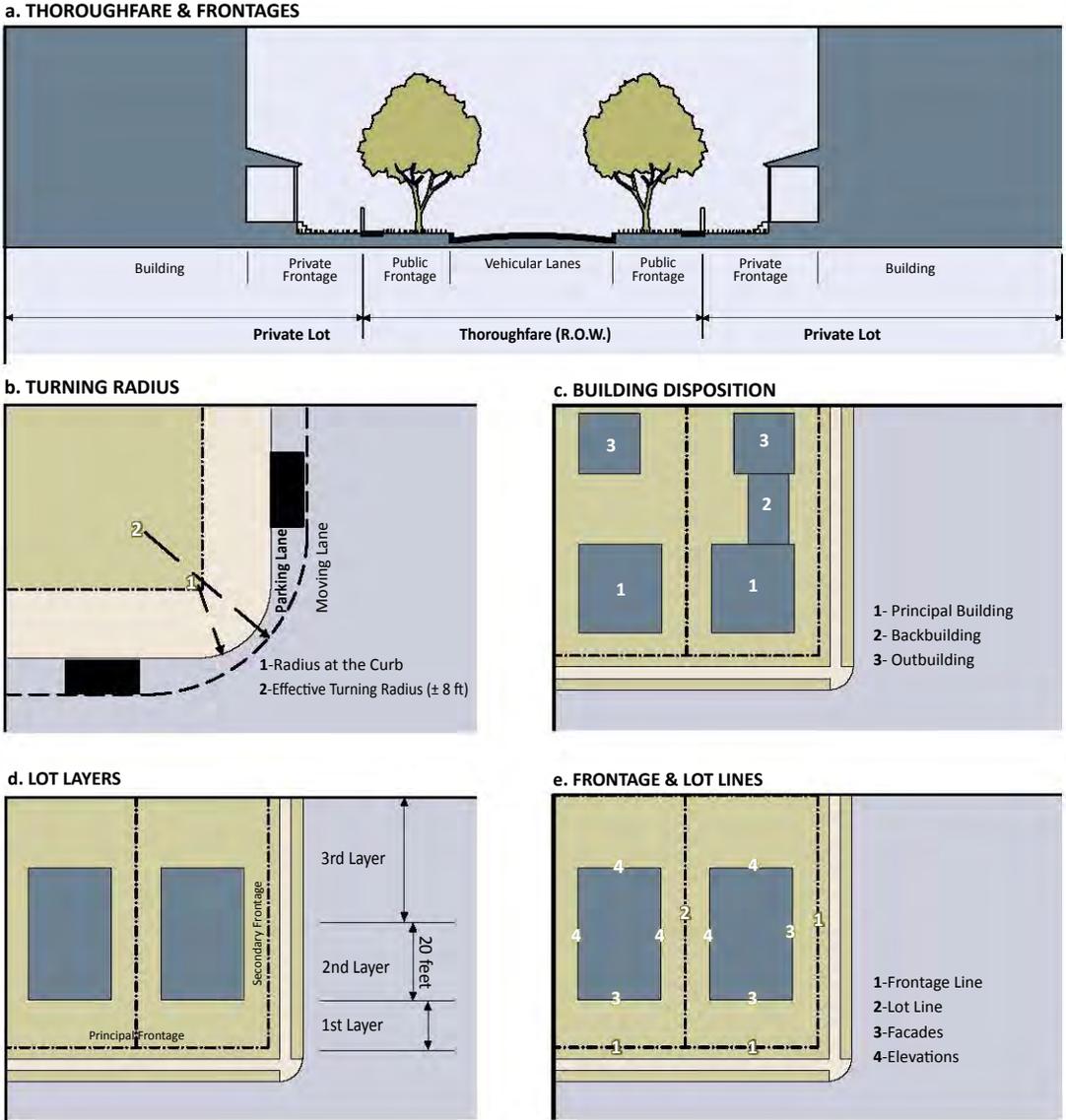
▪ BY RIGHT
□ BY VARIANCE

TABLE F-4: Civic Space

<p>a. Park: A natural preserve available for unstructured recreation. A park may be independent of surrounding building Frontages. Its landscape shall consist of Paths and trails, meadows, waterbodies, woodland and open shelters, all naturalistically disposed. Parks may be lineal, following the trajectories of natural corridors. The minimum size shall be 8 acres. Larger parks may be approved by Warrant as Special Districts in all zones.</p>	 <p>NP RR SE</p>	<p>d. Plaza: An Open Space available for Civic purposes and Commercial activities. A Plaza shall be spatially defined by building Frontages. Its landscape shall consist primarily of pavement. Trees are optional. Plazas should be located at the intersection of important streets. The minimum size shall be 1/2 acre and the maximum shall be 2 acres.</p>	 <p>VC</p>
<p>b. Green: An Open Space, available for unstructured recreation. A Green may be spatially defined by landscaping rather than building Frontages. Its landscape shall consist of lawn and trees, naturalistically disposed. The minimum size shall be 1/2 acre and the maximum shall be 8 acres.</p>	 <p>SE SN VC</p>	<p>e. Playground: An Open Space designed and equipped for the recreation of children. A playground should be fenced and may include an open shelter. Playgrounds shall be interspersed within Residential areas and may be placed within a Block. Playgrounds may be included within parks and greens. There shall be no minimum or maximum size.</p>	 <p>NP RR SE SN VC</p>
<p>c. Square: An Open Space available for unstructured recreation and Civic purposes. A Square is spatially defined by building Frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important Thoroughfares. The minimum size shall be 1/2 acre and the maximum shall be 5 acres.</p>	 <p>SN VC</p>		

G. Glossary & Definitions Illustrated

TABLE G-1: Definitions Illustrated.



DEFINITIONS

Allee: a regularly spaced and aligned row of trees usually planted along a Thoroughfare or Pedestrian Path.

Accessory Structures: a structure detached from a Principal Building on the same lot and incidental and subordinate to the Principal Building. Garage and Outbuilding setbacks shall apply as long as structure remains detached.

Avenue (AV): a Thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median.

Backbuilding: a single-story structure connecting a Principal Building to an Outbuilding. See Table G-1.

Bicycle Lane (BL): a dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping.

Bicycle Route (BR): a Thoroughfare suitable for the shared use of bicycles and automobiles moving at low speeds.

Bicycle Trail (BT): a bicycle way running independently of a vehicular Thoroughfare.

Block: the aggregate of private Lots, Passages, Rear Alleys and Rear Lanes, circumscribed by Thoroughfares.

Block Face: the aggregate of all the building Facades on one side of a Block.

Boulevard (BV): a Thoroughfare designed for high vehicular capacity and moderate speed. Boulevards are long-distance Thoroughfares traversing an Urbanized area. Boulevards are usually equipped with Slip Roads buffering Sidewalks and buildings. Boulevards become arterials upon exiting urban areas.

Building Configuration: the form of a building, based on its massing, private frontage, and height.

Building Disposition: the placement of a building on its lot (see Table G-1).

Building Function: the uses accommodated by a building and its lot. Functions are categorized as Restricted, Limited, or Open, according to the intensity of the use (see Table F-1 & F-3)

Building Height: the vertical extent of a building measured in stories, not including a raised basement or a habitable attic. Height limits do not apply to masts, belfries, clock towers, chimney flutes, water tanks, elevator bulkheads and similar structures. Building Height shall be measured from the average grade of the enfronting Thoroughfare.

Building Type: a structure category determined by function, disposition on the lot, and configuration, including frontage and height.

By Right Permit: a proposal for a building or community plan that complies with this code and may thereby be processed administratively, without public hearing.

Civic: the term defining not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking, or other uses deemed by the Board of Commissioners to be of particular public interest.

Civic Building: a building designed specifically for a civic function. The particulars of their design shall be determined by Variance.

Civic Parking Reserve: Parking Structure or parking lot within a quarter-mile of the site that it serves. Space may be leased or bought from this Reserve to satisfy parking requirements.

Civic Space: an outdoor area dedicated for public use. Civic Space types are defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping and their Enfronting buildings.

Commercial: the term collectively defining Office, and Retail Functions.

Common Destination: An area of focused community activity, usually defining the approximate center of a Pedestrian Shed. It may include without limitation one or more of the following: a Civic Space, a Civic Building, a Commercial center, or a bus stop. A Common Destination may act as the social center of a Neighborhood.

Context: surroundings made up of the particular combination of elements that create a specific habitat.

Corridor: a lineal geographic system incorporating transportation and/or Greenway trajectories. A transportation Corridor may be a lineal urban Neighborhood Zone.

Cottage: an Edgeward building type. A single-family dwelling, on a regular Lot, often shared with an accessory structure in the rearyard.

Courtyard Building: a building that occupies the boundaries of its Lot while internally defining one or more private patios.

Curb: the edge of the vehicular pavement that may be raised or flush to a road surface.

Drainage Swale: a vegetated open channel that is designed and constructed to capture and treat stormwater runoff as part of an overall stormwater management system.

Density: the number of dwelling units within a standard measure of land area, usually given as units per acre.

Design Speed: is the velocity at which a Thoroughfare tends to be driven without the constraints of signage or enforcement. There are four ranges of speed: Very Low: (below 20 MPH); Low: (20-25 MPH); Moderate: (25-35 MPH); High: (above 35 MPH). Lane width is determined by desired Design Speed.

Developable Areas: the net site area exclusive of all environmentally sensitive areas protected by federal, state, or local regulation (ie streams, floodways, wetlands, etc).

Driveway: a vehicular lane within a Lot, usually leading to a garage. A Driveway in the First Layer may be used for parking if is no more than 18 feet wide, thereby becoming subject to the constraints of a parking lot.

Edgeyard Building: a building that occupies the center of its Lot with Setbacks on all sides.

Elevation: an exterior wall of a building not along a Frontage Line. See: Facade (Table G-1).

Enfront: to place an element along a Frontage, as in “porches Enfront the street.”

Estate House (Syn: country house, villa): an Edgeyard building type. A single-family dwelling on a large Lot of rural character, often shared by one or more Accessory Structures.

Facade: the exterior wall of a building that is set along a Frontage Line. See Elevation; Frontage Line.

Frontage Line: those lot lines that coincide with a public frontage. Facades along Frontage Lines define the public realm and are therefore more regulated than the elevations that coincide with other Lot Lines (see Table G-1).

Greenway: an Open Space Corridor in largely natural conditions which may include trails for bicycles and pedestrians.

House (Syn: single.): an Edgeyard building type. A single-family dwelling on a large Lot, often shared with an Accessory Structure in the rearyard.

Inside Turning Radius: the curved edge of a Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the Turning Radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn (see Table G-1).

Layer: a range of depth of a Lot within which certain elements are permitted. See Table G-1.

Linear Pedestrian Shed: A Pedestrian Shed that is elongated along an important Commercial Corridor such as a main street.

Liner Building: a building specifically designed to mask a parking lot or a Parking Garage from a Frontage. A Linear Building, if less than 30 feet deep and two stories, may be exempt from parking requirements.

Lodging: premises available for daily and weekly renting of bedrooms.

Lot Line: the boundary that legally and geometrically demarcates a Lot (see Frontage Line). Codes reference lot lines as the baseline for measuring setbacks (see Table G-1).

Lot Width: the length of the Principal Frontage Line of a Lot.

Meeting Hall: a building available for gatherings, including conferences. The Meeting Hall may be used for the marketing purposes of the development until the sale of 75% of the dwelling units, at which time, control of its use shall be given to the Homeowners Association or other such group or entity established for the purpose of managing common or private property within the development.

Mixed Use: multiple Functions within the same building through super imposition or adjacency, or in multiple buildings within the same area by adjacency.

Neighborhood: an area of approximately 20 acres that is primarily Residential. A Neighborhood shall be based upon a partial or entire Standard Pedestrian Shed. The physical center of the Neighborhood should be located at an important traffic intersection associated with a Civic or Commercial Institution.

Net Developable Area, Net Site Area: the developable areas of a site.

Office: premises available for the transaction of general business but excluding Retail uses.

Outbuilding: an Accessory Structure, located toward the rear of the same Lot as a Principal Building. It is sometimes connected to the Principal Building by a Backbuilding. See Table G-1. When connected, the setbacks for the Principal Building shall apply to the whole structure.

Passage (PS): a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long Blocks and connect rear parking areas to Frontages.

Path (PT): a pedestrian way traversing a Park or rural area, with landscape matching the contiguous Open Space, ideally connecting directly with the Sidewalk network.

Pedestrian Shed: an area, approximately circular, that is centered on a Common Destination. A Pedestrian Shed is applied to determine the approximate size of a Neighborhood. A Standard Pedestrian Shed is 1/4 mile radius or 1320 feet, about the distance of a five-minute walk at a leisurely pace. The outline of the shed must be refined according to actual site conditions, particularly along Thoroughfares. A Long Pedestrian Shed is 1/2 mile radius or 2640 feet (sometimes called a “walkshed” or “walkable catchment”). A Linear

Pedestrian Shed is elongated to follow a Commercial Corridor. See Standard, Long, or Linear Pedestrian Shed.

Planter: the element of the Public Frontage which accommodates street trees, whether continuous or individual.

Primary-Secondary Grid: Thoroughfare destinations appearing on the Regulating Plan. Buildings on the P-Grid are subject to all of the provisions of this Code. Buildings on the S-Grid are exempt from certain provisions, allowing for Warranted open parking lots, unlined parking decks, drive-throughs and hermetic building fronts.

Principal Building: the main building on a Lot, usually located toward the Frontage. See Table G-1.

Private Frontage: the privately held Layer between the Frontage Line and the Principal Building Facade. The structures and landscaping within the Private Frontage may be held to specific standards. The variables of Private Frontage are the depth of the setback and the combination of architectural elements such as fences, stoops, porches, and galleries (see Table E-3).

Public Frontage: the area between the Curb of the vehicular lanes and the Frontage Line. Elements of the Public Frontage include the type of curb, walk, planter, street tree and streetlight.

Rear Alley (RA): a vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings and containing utility easements. Rear Alleys should be paved from building face to building face, with drainage by inverted crown at the center or with roll Curbs at the edges.

Rear Lane (RL): a vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings and containing utility easements. Rear Lanes may be paved lightly to Driveway standards. The streetscape consists of gravel or landscaped edges, has no raised Curb, and is drained by percolation.

Rearyard Building (aka Rowhouse or Townhouse): a building that occupies the full Frontage Line, leaving the rear of the Lot as the sole yard. This is a more urban type, as the continuous facade spatially defines the public thoroughfare. For its residential function, this type yields a rowhouse. For its commercial function, the rear yard can accommodate substantial parking.

Residential: characterizing premises available for long-term human dwelling.

Retail: characterizing premises available for the sale of merchandise and food service. Limited repair and artisanal production uses are also permitted.

Retail Frontage Line: Frontage Lines designated on a Community Plan that requires or recommends the provision of a Shopfront, causing the ground level to be available for Retail use.

Road (RD): a local, rural and suburban Thoroughfare of low vehicular speed and capacity. Its public frontage consists of swales drained by percolation and a walking path or bicycle trail along one or both sides. The landscaping consists of multiple species composed in naturalistic clusters.

Rowhouse: a single-family dwelling that shares a party wall with another of the same type and occupies the full Frontage Line. See Secondary Grid: see Primary-Secondary Grid.

Setback: the area of a Lot measured from the Lot line to a building Facade or Elevation. This area must be maintained clear of permanent structures with the exception of: galleries, fences, garden walls, arcades, porches, stoops, balconies, bay windows, terraces and decks (that align with the first story level) which are permitted to encroach into the Setback (see Table G-1).

Sideyard Building: a building that occupies one side of the Lot with a Setback on the other side.

Sidewalk: the paved layer of the public frontage dedicated exclusively to pedestrian activity.

Standard Pedestrian Shed: an area, approximately circular, that is centered on a Common Destination. A Pedestrian Shed is applied to determine the approximate size of a Neighborhood. A Standard Pedestrian Shed is 1/4 mile radius or 1320 feet, about the distance of a five-minute walk at a leisurely pace. It has been shown that provided with a pedestrian environment, most people will walk this distance rather than drive. The outline of the shed must be refined according to actual site conditions, particularly along Thoroughfares. A Long Pedestrian Shed is 1/2 mile radius or 2640 feet (sometimes called a "walkshed" or "walkable catchment"). A Linear Pedestrian Shed is elongated to follow a Commercial Corridor. See Pedestrian Shed.

Story: a habitable level within a building of no more than 14 feet in height from finished floor to finished ceiling. Attics and raised basements are not considered stories for the purposes of determining building height.

Street (ST): a local Thoroughfare of low speed and capacity. Its public frontage consists of raised curbs drained by inlets and sidewalks separated from the vehicular lanes by a planter and parking on both sides. The landscaping consists of regularly placed street trees.

Streetscreen: a freestanding wall built along the frontage line, or coplanar with the facade, often for the purpose of masking a parking lot from the Thoroughfare. Streetscreens should be between 3.5 and 8 feet in height and constructed of a material matching the adjacent building facade. The streetscreen may also be a hedge or fence by Warrant. Streetscreens shall have openings no larger than is necessary to allow automobile and pedestrian access. In addition, all streetscreens over 5 feet high should be 30% permeable or articulated to avoid blank walls.

Substantial Modification: alteration to a building that is valued at more than 50% of the replacement cost of the entire building, if new.

Terminated Vista: a location at the axial conclusion of a Thoroughfare. A building located at a Terminated Vista designated on a Regulating Plan is required or recommended to be designed in response to the axis.

Thoroughfare: a vehicular way incorporating moving lanes and parking lanes within a right-of-way (see Table G-1).

Transition Line: a horizontal line spanning the full width of a facade, expressed by a material change or by a continuous horizontal articulation such as a cornice or a balcony.

Type: a category determined by function, disposition, and configuration, including size or extent. There are street types, civic space types, etc. (See also: Building Type).

Variance: a ruling that would permit a practice that is not consistent with either a specific provision or the Intent of this Code. Variances are granted by the Zoning Board of Appeals in a public hearing.

Warrant: a ruling that would permit a practice that is not consistent with a specific provision of this Code, but that is justified by its Intent. Warrants are usually granted administratively by the Planning Director.

REFERENCES:

Duany Plater-Zyberk and Company (DPZ). (2007). Smartcode 9.2. Miami, FL: internet publication.

Executive Summary

Community Development / PUD Zoning District

The Cherokee County Zoning Ordinance of 1969 established a Zoning District called Community Development (CD). The purpose of the CD district was to “permit and encourage coordinated developments”. The district required a minimum of 20 acres, and “residential and commercial uses were permitted with public and recreational uses to serve the development”. The emphasis of the district regulations was to be “on the compatibility of the overall design rather than individual minimum specifications. Innovation and ingenuity in design were encouraged”. Community Developments were to be “laid out, developed and used according to a plan prepared” in accordance with the district regulations.

The Community Development (CD) District was changed to Planned Unit Development (PUD) with the adoption of a new Cherokee County Zoning Ordinance in 1992. Article 7 of the Cherokee County Zoning Ordinance of 1992 identifies the PUD district as a “floating district which may be located within any residential district if it meets all the standards for a Planned Unit Development”. The purpose of the district was to “encourage flexible and innovative design in site planning and building arrangements under a unified plan of development regulation instead of standard zoning regulation”, and the “review and approval of the development plan provides the opportunity to assure that the development will be in harmony with the character of the neighborhood in which it is located”. The standards for a Planned Unit Development were outlined in Article 8 of the Cherokee County Zoning Ordinance.

On 25 September 1998, Article 8 was amended adding new standards for Planned Unit Developments.

On 24 October 2000 Planned Unit Development was deleted from Article 8 and replaced by the Traditional Neighborhood Development Ordinance.

Zoning Resolutions / BOC action

1990

The Etowah River Tract was zoned Community Development (CD) in December 1990. The project involved 2,832 total dwelling units, a golf course, 150 acre River Park, and 15 +/- acres of Commercial development on 1378 acres.

A number of conditions were approved as a part of the approval of the Etowah River CD.

- (BOE shall be satisfied with the location of the proposed site of 33 ac which shall be donated to the BOE before the project begin; the property is surveyed, transferred and conveyed to the School Board prior to the issuance of any permits.
- Recreation Authority shall be satisfied with the selection of a minimum tract of 15 ac for recreation, the same to be located adjoining or near the school site. The same shall be surveyed, transferred and conveyed to Cherokee County as a donation prior to the issuance of any permits.
- The development shall have a minimum of 20% permanent open space which is usable and accessible to the public. Open space does not include road ROW's
- All wetlands in the area shall be identified on plat and the site plan, and registered with the Federal EPA, prior to any permit being issued and shall be protected. The wetlands and any drainage areas shall be the responsibility of the Applicant or successive owners and shall not become the responsibility of the County.

- No less than 5% and no more than 10% of the project shall be designated and developed as N'hood Commercial or general commercial
- A minimum of 90 ac and a maximum of 150 ac shall be designated and developed for residential use which may be multi-family, high density, patio homes, zero lot line residences
- Exterior lots shall be no less than 18,000 sf to be used as exterior buffers to adjoining properties
- Interior lots shall be no less than 12,000 sf in size
- Road improvements shall be made, including those set out in the Dec. 10, 1990 letter (attached and made a part of this Resolution) from the applicant describing traffic improvements and recommendations made in traffic studies submitted by the applicant; development of four lanes within development as shown on Figure 1 entitled "Internal Roadway Land Requirement"; development of four lanes from entrance of the development to point where it crosses land lot 334; reconstruction of Creighton Road to County road specification as part of phase one development from hwy. 369 to hwy. 372; and at point that traffic count reaches 15,000, improving road to four lanes from entrance to Hwy. 369. Applicant shall comply with Development Regulations in effect at the time of each segment of the project.
- A tract of 2 ac which can be accessed and developed easily and shall be approved by the County and shall be donated to the County for govt. bldgs. such as fire, police and library buildings; the same to be surveyed and deeded to County prior to issuance of any permits
- The first phase is limited to 800 SF homes and that phase shall not be completed until 1993. The second phase shall not begin until 1993
- Water -sewer system shall be built to standards of the CCWSA at 125% of the needed capacity of the project, and shall be conveyed and deeded to them unencumbered
- There shall be public access, including vehicular access from a road off Creighton Road, to a 150 acre nature park with nature trails developed along the Etowah River

The 10 December 1990 letter from TLP Investments, Inc. was made a part of the Zoning Resolution for the Etowah River tract. In the letter, the applicant, Mr. Pressley, agreed to the following:

- Donation of 33 acres on Conns Creek Road for a school site. Exact site to be selected in cooperation with Cherokee School Board
- Donation of 2 acres to Cherokee County near Hwy. 372 for use a police precinct, fire station and library facility
- Provide public access to 150 acre nature area park with trails on the Etowah River
- Exterior Lots. 15,000 sf min. lot size, 100 ft. width, 150 ft. depth, 35 ft. front, 50 ft. rear to include 25 ft. undisturbed buffer, 10 ft. side setback
- Interior Lots. 12,000 sf min. lot size, 75 ft. width, 125 ft. depth, 25 ft. front, 30 ft rear, 5 ft side (total 15 ft. between buildings)
- Minimum house size will be 1200 sf, except zero lot line and patio home minimum 950 sf. Subdivision density will average 2.04 units / acre for a total of 2,832 units
- Roads. To be developed per County standards with entrance parkway paved to commercial specifications. Will execute road development per Moreland Altobelli report of 4 Dec 1990
- Sanitary Land Treatment System. WW Treatment plan designed at 125% of subdivision requirements.

2004

In September 2004, Bluegreen Communities of Georgia submitted a request to the Board of Commissioners seeking to:

- (1) reduce the commercial component of the project from 68 acres to 15 acres,
- (2) reduce the residential units from 2,800 to 1,800, replacing the high density component of the prior plan "with a blend of 1,450 estate lots and a small percentage of cluster (150) and townhome (200) lots", and
- (3) approve a redesigned road plan

The BOC approved Bluegreen's request on 21 September 2004 in Resolution 2004-R-132 with the following modified conditions:

- (a) Approval of the request to reduce the size of the commercial component from 68 acres to 15 acres;
- (b) Approval of the request to reduce the number of residential units to be constructed in the project from 2,800 to 1,800 total units with a blend of 1,450 estate lots, 150 cluster lots, and 200 townhome lots;
- (c) Approval of the redesigned road plan, which will require the developer to build a four lane parkway from Creighton Road through the commercial and townhome components of the development and feeding into a two lane road system that serves the single family residential components of the development.;
- (d) In lieu of an end—to-end redevelopment of Creighton Road, the developers will make other comparable road improvements in the area, directed by County Engineering.;
- (e) A two acre municipal site is included within the commercial component;
- (f) A 15 acre park has previously been conveyed to the County Parks and Recreation Department and a substantial green park area has been reserved running parallel to the Etowah River along its entire frontage with the subject property;
- (g) There shall be a 33 acre donation of property to the Cherokee County Board of Education for a future school site or an alternate donation for a different tract of land located outside this zoning, if it better meets the School Board's needs;
- (h) Any and all other provisions of the corrective zoning resolution adopted on February 12, 1991 and attached hereto as Exhibit "A" shall remain in full force and effect, except where in conflict with this resolution

In addition, a new site plan was submitted and approved with this request. The Site Plan depicts the proposed lots, roadway system, golf course, river park and commercial node as mentioned in the conditions of the BOC approval.

2006

At the 19 September 2006 Board of Commissioners meeting, Newland Communities requested an amendment to conditions (d) and (h) of the zoning resolution.

Change (d) from:

- (d) In lieu of an end to end redevelopment of Creighton Road, the developers will make other comparable road improvements in the area, directed by County Engineering,

To read:

- (d) The developer will initiate a DRI traffic study to determine the design criteria required for all roads within the development and, to identify what road improvements are recommended along Creighton Road

A decision on this request was postponed by the BOC to hear from the County Engineer's office, and then was subsequently withdrawn by Newland Communities.

Newland also asked for some relief on the following condition:

- (h) Interior Lots shall be no less than 12,000 square feet in size.

Newland asked the BOC to grant them the ability to reduce the size of the 12,000 sf interior lots where the lot would abut a stream and the mandatory stream buffers would encroach upon the lot. The purpose of the reduction from the 12,000 sf would be to insure the stream buffers are not a part of the lots.

The BOC approved the request to reduce the 12,000 sf lots for the purpose of excluding stream buffers in the area of the lot.

In December of 2006, Newland Communities submitted a new site plan for the BOC to consider, and at the 19 December 2006 BOC meeting, the BOC approved the new site plan.

Site Plans

1990

Indicates uses by large amorphous pods of single land uses
Very general road layout primarily depicts a central road meandering and connecting pods
Golf course layout is a central feature
150 acre River Park along Etowah River
Uses, acreages, and units indicated in a table on the plan
No lot layout, plan imposed over a topographic map
2,832 total dwelling units
68 acres of Commercial

2004

Lot layout appears
Road system more detailed
Golf Course is still a central feature
150 acre River Park
Chart on the plan lists type and number of housing types
(1450 Estate lots, 150 cluster lots, 200 townhomes)
15 acres of Commercial

2006

Residential lots are depicted as:
 18,000 sf
 12,000 sf
 150 ac. High Density Residential
Golf Course has been removed, and now shown as a Forest Park
150 acre River Park along Etowah River
Commercial area at SR 372 and on Eastern side of project
15 acre County Park site (aka Dr. Rebecca Ray Park) is shown

2013

Transect Plan distinguishes areas of project in one of 5 categories:
 Natural Preserve
 Rural Reserve
 Suburban Estates
 Suburban Neighborhood
 Village Center

Open Space Plan differentiates into discrete areas:

 The River Park
 The Forest Park

The Glade
Rebecca Ray Park
Neighborhood Parks
Undeveloped Open Spaces

Etowah Land Development Standards document includes:

Street Standards
Neighborhood Diagram
Neighborhood 1 Master Plan
Neighborhood 1 Regulating Plan
Development Pattern Matrix
Lot Summary Tables
Building Function Table
Parking Calculation Table
Specific Uses Table
Civic Spaces Table
Glossary & Definitions Illustrated



Cherokee County, Georgia Agenda Request

Chairman "A"

SUBJECT: Amendment of Conditions of Zoning case # 90-09-18 JGLW Properties, LLC

MEETING DATE: 02 July 2013

SUBMITTED BY: Jeff Watkins

COMMISSION ACTION REQUESTED:

Amendment of Conditions of Zoning case # 90-09-18 JGLW Properties, LLC

FACTS AND ISSUES:

In December 1990, the Etowah River Tract (zoning case # 90-09-18) was zoned with conditions to Community Development (CD). The project involved 2,832 total dwelling units, a golf course, 150 acre River Park, and 15 +/- acres of Commercial development on 1378 acres.

In 1992, the Community Development (CD) district was changed to Planned Unit Development (PUD) with the adoption of a new Cherokee County Zoning Ordinance.

In September 2004, Bluegreen Communities of Georgia submitted a request to the Board of Commissioners to amend the conditions of zoning and to approve an amended site plan. The BOC approved Bluegreen's request and the site plan on 21 September 2004 in Resolution 2004-R-133 .

At the 19 September 2006 Board of Commissioners meeting, Newland Communities requested an amendment to conditions (d) of Resolution 2004-R-133 and (h) of the original zoning resolution (90-09-18). The request for amending (d) was subsequently withdrawn by Newland Communities. The BOC approved the request to amend (h) to reduce the 12,000 sf lots for the purpose of excluding stream buffers in the area of the lot.

In December of 2006, Newland Communities submitted a new site plan for the BOC to consider, and at the 19 December 2006 BOC meeting, the BOC approved the new site plan.

In 2008, Newland Communities commissioned Urban Green to prepare the Etowah Community Development Standards" to be used to regulate all development on the property known as the Etowah River Tract. The document contains a master plan, dimensional requirements for all building types and road standards to be applied to all development plans submitted for permitting to the County.

In 2011, the property owners, JGLW Properties, LLC expressed to staff their desire to have the County approve the Etowah Community Development Standards. Staff advised the property owners it would be considered an amendment of zoning conditions and require a public hearing before the BOC.

At the November 2012 Board of Commissioner meeting a public hearing was held and closed with no action taken. The input from the public hearing was used to substantially amend the standards.

JGLW Properties, LLC requests the approval of the Etowah Community Development Standards as the regulatory document for the development of the 1368 acre project subject of zoning case # 90-09-18.

BUDGET:

Budgeted Amount: N/A
Amount Encumbered:
Amount Spent to Date:
Amount Requested:
Remaining Budget:

Account Name:
Account #:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Amend Zoning Conditions of Zoning Case # 90-09-18, and adopt the Etowah Community Development Standards

REVIEWED BY:

DEPARTMENT HEAD: Jeff Watkins

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

SUMMARY

TOTAL SITE AREA - 1385 AC.
SINGLE FAMILY DEVELOPMENT

POD	AREA	DENSITY	UNITS
A	18.5	2.0	37
B	24.5	2.5	61
C	27.0	2.0	54
D	51.1	2.5	128
E	40.8	2.8	114
F	44.4	2.8	124
G	34.3	1.8	62
H	51.6	1.8	93
I	34.5	1.8	62
J	19.8	2.0	40
K	80.9	2.0	162
L	21.7	2.0	43
M	17.9	2.0	36
N	73.4	2.0	147
O	65.4	2.5	163
P	65.4	2.5	163
Q	53.8	2.5	134
R	183.5	2.5	367
S	24.5	2.5	61

TOWNHOUSE DEVELOPMENT

T	27.0	6.0	162
---	------	-----	-----

MULTI-FAMILY DEVELOPMENT

U	61.9	10.0	619
---	------	------	-----

COMMERCIAL DEVELOPMENT

V	10.3		
W	4.6		

GOLF COURSE & CLUB

169.3 AC.

RIVER PARK

157.1 AC.

ENTRANCE PARKWAY

21.8

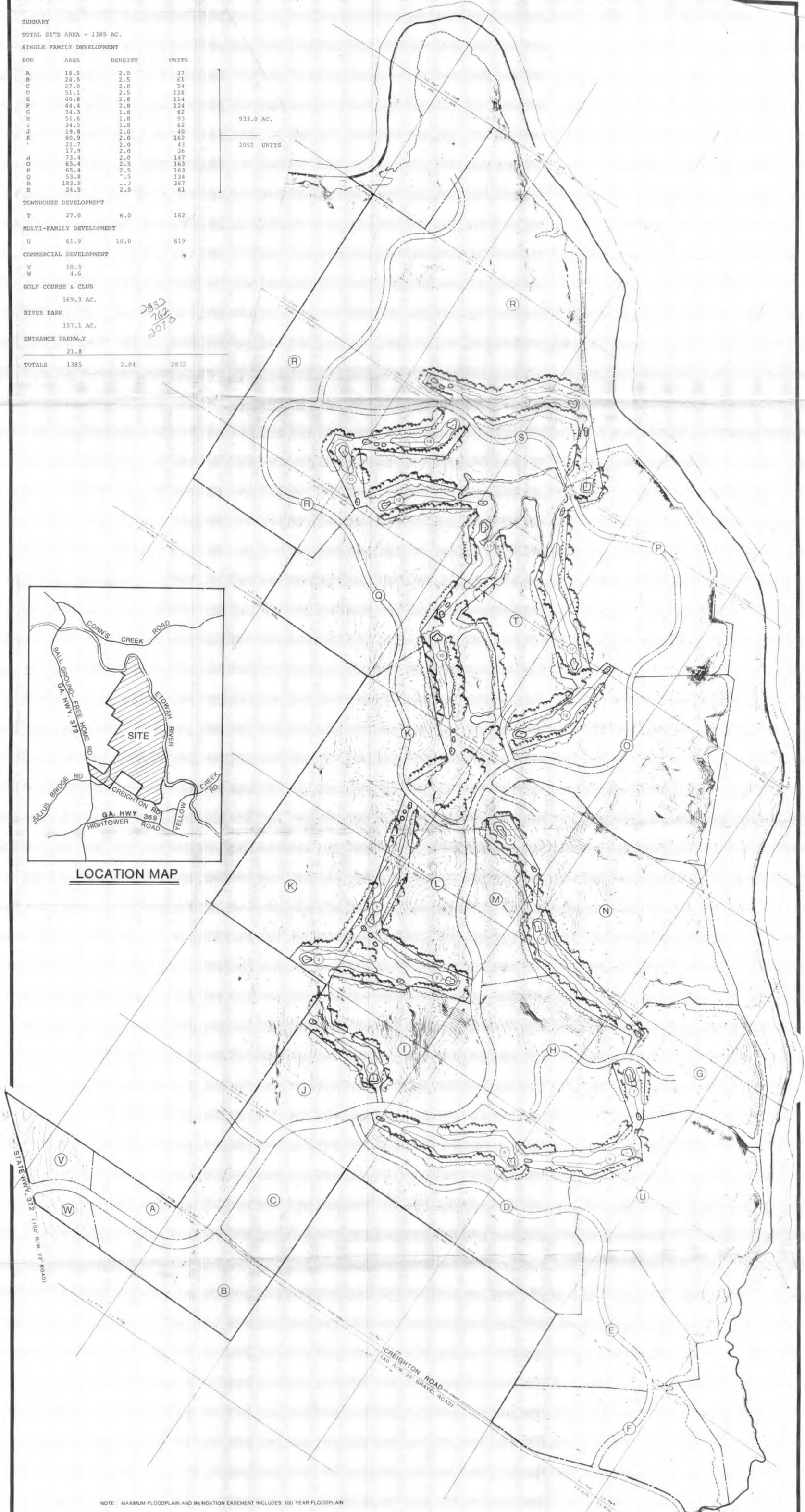
TOTALS	1385	2.04	2832
--------	------	------	------

2832
762
2070

933.0 AC.
2051 UNITS



LOCATION MAP



NOTE: MAXIMUM FLOODPLAIN AND INUNDATION EASEMENT INCLUDES 100 YEAR FLOODPLAIN

PRELIMINARY LAND USE PLAN
ETOWAH RIVER TRACT
CHEROKEE COUNTY, GEORGIA

PREPARED FOR:
MCD & G PARTNERSHIP
C/O THOMAS L. PRESLEY TLP INVESTMENTS, INC.
2022 POWERS FERRY ROAD SUITE 180
ATLANTA, GEORGIA 30339 (404) 955-1250



FRANZMAN/DAVIS
& Associates, Ltd.
LAND PLANNERS • LANDSCAPE ARCHITECTS
ATLANTA
AUGUST 10, 1990

SUMMARY	
TOTAL SITE AREA	1,362 AC
TOTAL RESIDENTIAL UNITS	1800
ESTATE LOTS	1450
CLUSTER LOTS (50')	150
TOWNHOMES	200
COMMERCIAL AREA	15 AC
INCLUDES 2 AC MUNICIPAL SITE	
COMMERCIAL BUILDING AREA	120,000 SF



HAGOR
 # EXECUTIVE PARK DR. # 17E 30E
 ATLANTA # GEORGIA 30377
 P 404 241 1800
 F 404 241 1001
 EMAIL: hgor@hgor.com
 www.hgor.com

REVISIONS		
NO.	DATE	ISSUE

ETOWAH RIVER GOLF COMMUNITY
 CHEROKEE COUNTY
BLUEGREEN GOLF
 CLIENT LOCATION

TITLE
SCHEMATIC SITE PLAN

DATE 07-23-04
 JOB NO. 03330
 DWG FILE 033307A1
 DRAWN BY TMD
 CHECKED TS
 SCALE 1"=400'
 SHEET
 1 of 1

LANDSCAPE ARCHITECTURE • PLANNING • URBAN DESIGN • ENVIRONMENTAL SERVICES
 HUGHES | GOOD | O'LEARY & RYAN
 NOT RELEASED FOR CONSTRUCTION

TRANSECT PLAN



- NP** Natural Preserve
- RR** Rural Reserve
- SE** Suburban Estates
- SN** Suburban Neighborhood
- VC** Village Center

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

June 18, 2013

3:00 p.m.

Cherokee Hall

MINUTES

The Vice Chair began at 3:05 p.m. with all Commissioners present. He announced that Chairman Ahrens was out of town with his family and would not be present. He then called Ms. Funk to the podium for the Millage Rate Overview.

1. 2013 Millage Rate Overview by Janelle Funk.

Ms. Funk went through the 2013 Millage Rate overview as attached as part of these minutes. Discussion ensued regarding the three options available for setting the millage rate under the General Fund. Option 1 is to set millage rate at full county needs. This option creates a tax increase as compared to the current millage rate of 5.825 and the rollback rate. Option 2 is to prioritize county needs, reduce where possible, and set millage rate at lower rollback rate. This option reduces the millage rate from current rate. Option 3 is to take more risk in the RRDA plan and use for reserves. This option also reduces the millage rate. A second option for the Fire Fund and Parks Bond is to reduce the budget to fit within the rollback rate. All options avoid the possibility of furloughs and include a COLA raise for employees.

Commissioner Nelms asked Ms. Funk to go through the timeline of adopting the millage rate. She stated that on July 2 there would be a presentation at the Work Session and Regular Meeting and then they would consider adoption at the July 16 meeting. She further explained that an advertisement needed to be run in the paper, preferably a Sunday edition, at least two weeks before the adoption. She said the advertisement would contain an estimate and that it would be best to estimate over rather than under regarding the rate. Commissioner Johnston added that they would need to take action tonight to

decide whether to base the estimate on the full rollback in order to know what to advertise. He suggested they should amend the agenda to authorize staff to advertise on June 30 based on the full rollback if everyone was in agreement with that.

Public Hearing on Impact Fees.

Vice Chair Nelms then asked Mr. Cooper to the podium to discuss the Public Hearing on the Impact Fees Ordinance. Ms. Davis explained that the Board had before them a copy of the proposed amendment to the ordinance but that the chart reflecting the correct figures reducing the rate was not available yet. Ms. Davis said that a second Public Hearing will be set and at that time the modifications would be available for review. Commissioner Johnston confirmed they are just considering the road component of the rate. Discussion ensued regarding the different components of the impact fee rates.

Zoning Cases.

Mr. Watkins then spoke about the two zoning cases on the agenda. An attorney for the applicant, Peach Properties, had submitted a letter to the Board withdrawing his application. Commissioner Johnston stated that he was inclined to deny the request initially. Ms. Davis advised that it may be best to accept the withdraw and send separately a message to City of Canton of the County's concerns. She said that if we denied the request, they would likely challenge it and come back with an annexation request, and we wouldn't have accomplished anything. Commissioner Johnston said that he agreed with Ms. Davis.

Mr. Watkins then spoke about the second case regarding the crematorium. Commissioner Johnston stated that the applicant, Mr. Williams, was in attendance and had expressed concern that with Chairman Ahrens absent, if the vote was 2/2 that the result would be denial. Ms. Davis confirmed that under our Charter we are bound by Robert's Rules which states that a denial would be the result of a 2/2 vote. Commissioner Johnston added that he did not believe the vote would be 2/2 but that he would like to consider postponing action to the next meeting if that did occur.

Commission Business.

Vice Chair Nelms went over the items under his section.

He stated that at this time the Board did not have any candidates for the two RRDA Board members that they had hoped to appoint by July 1, 2013. Commissioner Johnston added that they had had a couple of candidates proposed but upon speaking to the candidates themselves, they weren't interested in serving. Commissioner Nelms suggested the next joint meeting be held on July 16 in hopes to be able to recruit two new members before then. Commissioner Johnston agreed, adding that if they do find two candidates soon, maybe they could make the appointments on July 2 and the full board would be ready to meet on July 16.

2. Discussion of Regular Agenda Items.

Mr. Cooper went over the three items on Consent Agenda.

- Authorize disposal of electronics, file cabinets and chair from District Attorney's office, all items in poor condition.
- Approve budget amendment to increase FY2013 budgeted revenues and expenditures in the amount of \$9,000.00 for the Multiple Grant Fund 250 and authorize purchase of Intoxilyzer 9000 for the Sheriff's Office as per the terms and conditions of the grant agreement. This was a no match grant.
- Consideration of a right-of-way easement for Sawnee EMC for the installation and maintenance of underground electrical wires for athletic field lighting at Badger Creek Park.

Mr. Cooper then went over the twelve items on the County Manager's section.

- Award purchase to low bidder, Breathing Air Systems, in the amount of \$55,967.00 for the acquisition and delivery of an enclosed Air Trailer System.
- Approve grant award in the amount of \$141,831.00 for the Blue Ridge Judicial Circuit Drug Accountability Court. This is a no match grant.

- Approval of FY 2013 Justice Assistance Grant in the amount of \$10,082.00 for the purchase of two (2) patrol cameras with accessories. This is a no match grant.
- Approve submission of continuation application for STOP VAWA Criminal Justice System Improvement (CJSI) Grant. Award amounts for years 2010, 2011, and 2012 were \$80,000.00 per year with a required match of \$26,666.00 which was satisfied with existing personnel. Match funding for new grant will be satisfied with existing personnel and will not require any new county funds.
- Approve continuation of Victims of Crime Act (VOCA) Grant in the amount of \$87,397.00 with a required match of \$21,849.00 which is satisfied with existing personnel. Match will not require any new county funds.
- Consider approval of Intergovernmental Agreement between Cherokee County and Cobb County for improvements to a pipe culvert on Summer Drive.
- Approval to accept PY 2011 HOME Investment Partnerships Act Grant Funds from the Georgia Urban County Consortium (GUCC) in the amount of \$229,891.00 and to issue a subrecipient agreement to Cherokee County's Community Housing Development Organization (CHDO), North Georgia Community Housing Development Corporation in the amount \$48,399.00 for the development of affordable housing.
- Consider approving transfer of PY 2009 HOME funds in the amount of \$85,000.00 from the Senior HOME Repair Program to North Georgia Community Housing Development Corp. (NGCHDC).
- Consideration for approval of modified Standard Construction Agreement and Standard Professional Services Agreement in compliance with legislation passed during the recent legislative session.
- Approval to award the construction contracts to the lowest responsible bidders, with the most responsive bid proposals for the work of the Three Cities Project for Nelson, Ball Ground and County Park at Waleska.
- Approval to submit Juvenile Reinvestment Grant Funds application requesting funding in the amount of \$101,490.00 with \$26,008.00 match for the Cherokee Bridging the Gap Program to address community problem of a lack of coordination and linkage with existing private and public behavior health providers.

- Authorize acceptance of the CJCC (Criminal Justice Coordinating Council) grant in the amount of \$103,819.00 to be used in the implementation of the Cherokee County Mental Health Court. This is a no match grant.

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

Executive Session followed.

MINUTES

Cherokee County Board of Commissioners

June 18, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

INVOCATION

Pastor Marc Lawson with NorthGate Church gave the invocation.

PLEDGE OF ALLEGIANCE

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

Commissioner Poole led the Pledge of Allegiance.

CALL TO ORDER

VICE CHAIRMAN NELMS

Vice Chairman Nelms called the regular meeting to order at 6:07 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public. (Chairman Ahrens was out of town with family.)

RATIFY CLOSURE OF EXECUTIVE SESSION

The Vice Chair called for a motion to ratify the closure of Executive Session at 5:32 p.m.

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

PRESENTATIONS/PROCLAMATIONS

AMENDMENTS TO AGENDA

1. Add under Vice Chair Nelms' section: (B) Authorize staff to advertise on June 30 the Millage Rate estimate based on the full rollback of our millage rate with a public presentation at the July 2, 2013 meeting.

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

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION MINUTES FROM JUNE 4, 2013.

As distributed by the County Manager.

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

APPROVAL OF WORK SESSION MINUTES FROM JUNE 4, 2013.

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

APPROVAL OF REGULAR MEETING MINUTES FROM JUNE 4, 2013.

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

PUBLIC HEARING

Consider changes to the **Impact Fee Ordinance** of Cherokee County, Georgia, Chapter 32, Article II to modify the fees charged in the Impact Fee Schedule. The public is invited to attend.

Commissioner Johnston made a motion to open the Public Hearing at 6:09 p.m.; Commissioner Gunnin seconded and there was unanimous approval.

No one had signed up to speak.

Mr. Cooper explained that the proposed amendment to the Impact Fee Ordinance to reduce the fees to 90% was to encourage business growth. He stated that tonight was the first of two Public Hearings on the topic, with the second one being July 16, 2013.

Commissioner Johnston made a motion to close the Public Hearing at 6:11 p.m.; Commissioner Poole seconded and there was unanimous approval.

PUBLIC COMMENT

1. James Harold had signed up to speak about the Aquatic Center. Mr. Harold said he was speaking on behalf of home owners in the Falls of Cherokee to bring to the attention of the Commissioners the noise being caused by the two Pool Packs at the Aquatic Center which run 24/7, ten minutes on and ten minutes off. He asked the Board to consider finding a solution to the noise. Commissioner Johnston commented that had been made aware of the noise problem and have made progress towards a solution.

ZONING CASES

CASE NUMBER	: 13-05-005
APPLICANT	: Peach Consolidated Properties, LLC
ZONING CHANGE	: NC to GC
LOCATION	: 2333 Cumming Highway
MAP & PARCEL NUMBER	: 14N23A, Part of Parcel 017
ACRES	: 3.5
PROPOSED DEVELOPMENT	: Convenience Store with Gasoline Sales
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Suburban Growth
PLANNING COMMISSION RECOMMENDATION	: Denial

Attorney for the applicant submitted to the Board of Commissioners on June 17, 2013 notification that the applicant has withdrawn the application.

As the District Commissioner, Commissioner Johnston stated that he would move to accept the withdraw request and would also move to make recommendations to the City of Canton if the applicant moves towards annexation.

Commissioner Johnston made a motion to accept the withdraw request; Commissioner Poole seconded and there was unanimous approval.

Commissioner Johnston then made the motion in the event the City of Canton annexes the property at 2333 Cumming Highway (part of parcel 017District 14N23A) the Cherokee County Board of Commissioners respectfully requests that the property remain restricted against heavy commercial uses including fast food, convenience stores with gas pumps, and large retail stores over 10,000 square feet; Commissioner Gunnin seconded and there was unanimous approval.

CASE NUMBER	: 13-06-006
APPLICANT	: James Bartley Williams
ZONING CHANGE	: AG to OI
LOCATION	: 10685 East Cherokee Drive
MAP & PARCEL NUMBER	: 03N11, Part of Parcel 141
ACRES	: 0.50
PROPOSED DEVELOPMENT	: Crematorium
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Community Village Node over Suburban Growth
PLANNING COMMISSION RECOMMENDATION	: Approval

Commissioner Johnston stated that he is the District Commissioner of the case and that he is inclined to deny the request for several reasons. He said a compelling reason is that it is not suffering from lack of economical use currently. He added that he learned today that the state had taken the position that it would be considered a stand-alone crematorium and that they do not intent to issue a license under the 1,000' rule (1,000 feet from residential subdivision). He said that most arguable is the health risk due to emissions. He said that he has heard contrasting arguments as to whether it could pose a risk or not and that it would be best to err on the side of caution, particularly since there is an elementary school downwind of the location.

Commissioner Johnston made a motion to deny the request;

Commissioner Poole then read a statement, 'As many of you know, I work for a funeral home. My employer has no connection to this rezoning request and I have no financial or other interest in the outcome of this rezoning request. Nonetheless, in an abundance of caution, I sought the advice of the County Attorney to ensure that I did not have a conflict of interest that would prevent me from voting on this matter. Based upon advice of the County Attorney, I do not have a conflict of interest under the Cherokee

County Ethics Ordinance. Therefore, I feel it is my duty to my constituents to participate in this matter tonight and I will be casting a vote.'

Commissioner Poole then seconded and there was unanimous approval.

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

A. RRDA update and notice of meeting.

Commissioner Nelms stated that the next Joint BOC/RRDA meeting will be on July 16, 2013 at 4:00 p.m. He added that the Board's target date to appoint two new members was July 1, 2013 and at this time there aren't any candidates. He announced to the public that they were looking for individuals in the construction industry, banking, or other related industry to serve on the RRDA Board.

- B. Amended: Authorize staff to advertise on June 30 the Millage Rate estimate based on the full rollback.

Commissioner Nelms made a motion to give staff authority to advertise on June 30 the 2013 Millage Rates based on the full rollback; Commissioner Johnston seconded and clarified that they were talking about the full rollback rates as discussed in the presentation made during Work Session at 5.793 mills for the General Fund, 3.370 mills for the Fire Fund and .776 mills for the Park Bond for a total combined rate of 9.939 mills, which is a slight reduction from the current combined rate of 9.999. Vice Chair Nelms called for a vote and there was unanimous approval.

CONSENT AGENDA

- 1.1 Authorize disposal of electronics, file cabinets and chair from District Attorney's office, all items in poor condition.
- 1.2 Approve budget amendment to increase FY2013 budgeted revenues and expenditures in the amount of \$9,000.00 for the Multiple Grant Fund 250 and authorize purchase of Intoxilyzer 9000 for the Sheriff's Office as per the terms and conditions of the grant agreement. This was a no match grant.
- 1.3 Consideration of a right-of-way easement for Sawnee EMC for the installation and maintenance of underground electrical wires for athletic field lighting at Badger Creek Park.

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

COUNTY MANAGER

2.1 Award purchase to low bidder, Breathing Air Systems, in the amount of \$55,967.00 for the acquisition and delivery of an enclosed Air Trailer System.

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

2.2 Approve grant award in the amount of \$141,831.00 for the Blue Ridge Judicial Circuit Drug Accountability Court. This is a no match grant.

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

2.3 Approval of FY 2013 Justice Assistance Grant in the amount of \$10,082.00 for the purchase of two (2) patrol cameras with accessories. This is a no match grant.

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

2.4 Approve submission of continuation application for STOP VAWA Criminal Justice System Improvement (CJSI) Grant. Award amounts for years 2010, 2011, and 2012 were \$80,000.00 per year with a required match of \$26,666.00 which was satisfied with existing personnel. Match funding for new grant will be satisfied with existing personnel and will not require any new county funds.

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

2.5 Approve continuation of Victims of Crime Act (VOCA) Grant in the amount of \$87,397.00 with a required match of \$21,849.00 which is satisfied with existing personnel. Match will not require any new county funds.

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

- 2.6 Consider approval of Intergovernmental Agreement between Cherokee County and Cobb County for improvements to a pipe culvert on Summer Drive.

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

- 2.7 Approval to accept PY 2011 HOME Investment Partnerships Act Grant Funds from the Georgia Urban County Consortium (GUCC) in the amount of \$229,891.00 and to issue a subrecipient agreement to Cherokee County's Community Housing Development Organization (CHDO), North Georgia Community Housing Development Corporation in the amount \$48,399.00 for the development of affordable housing.

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

- 2.8 Consider approving transfer of PY 2009 HOME funds in the amount of \$85,000.00 from the Senior HOME Repair Program to North Georgia Community Housing Development Corp. (NGCHDC).

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

- 2.9 Consideration for approval of modified Standard Construction Agreement and Standard Professional Services Agreement in compliance with legislation passed during the recent legislative session.

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

- 2.10 Approval to award the construction contracts to the lowest responsible bidders, with the most responsive bid proposals for the work of the Three Cities Project for Nelson, Ball Ground and County Park at Waleska.

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

2.11 Approval to submit Juvenile Reinvestment Grant Funds application requesting funding in the amount of \$101,490.00 with \$26,008.00 match for the Cherokee Bridging the Gap Program to address community problem of a lack of coordination and linkage with existing private and public behavior health providers.

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

2.12 Authorize acceptance of the CJCC (Criminal Justice Coordinating Council) grant in the amount of \$103,819.00 to be used in the implementation of the Cherokee County Mental Health Court. This is a no match grant.

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

Commissioner Nelms commented that there were a large number of families and children in attendance tonight due to the zoning case earlier. He said that they were courteous enough to stay for the remainder of the meeting and he complimented on how well-behaved the children were.

COUNTY ATTORNEY

ADJOURN

The Vice Chair asked if there was any further business. Hearing none, Commissioner Poole made a motion to adjourn at 6:45 p.m.; Commissioner Gunnin seconded and the motion received unanimous approval.



Cherokee County, Georgia Agenda Request

SUBJECT: Insurance Recovery Monies

MEETING DATE: 7/2/2013

SUBMITTED BY: Kristi Thompson, Finance Department

COMMISSION ACTION REQUESTED:

Authorize Budget Amendment to accept Insurance Recovery Monies for Fire Fund and Unincorporated County Services Fund for the FY13 Budget.

FACTS AND ISSUES:

On January 17, 2013 a citizen hit and damaged an electric school zone sign on Univeter Rd belonging to the County. The Engineering Department repaired the sign on January 30, 2013. A claim was filed with the citizen's insurance company, Progressive, on January 28, 2013. Progressive has accepted liability for the incident and issued reimbursement in the total amount of \$3,807.00 to the County.

On January 24, 2013 a Fire Engine (Engine #3, Asset# 1693) was involved in a three car vehicle accident. The County was not at fault for the accident. A claim for the damages sustained by Engine 3 was filed with the at-fault driver's insurance company, Geico. However, the at-fault driver did not have sufficient insurance to cover the repairs to the County's vehicle or the other vehicle. Thus a claim was filed with the County's insurance company, One Beacon, under its "under-insured" policy. One Beacon has issued payment in the amount of \$50,357.26 for the repairs to Engine 3.

On January 30, 2013 a citizen hit and damaged a traffic pole at Bells Ferry Road at Countryside Lane belonging to the County. The Engineering Department repaired the traffic pole on March 6, 2013. A claim was filed with the citizen's insurance company, Traveler's, on April 2, 2013. Traveler's has accepted liability for the incident and issued reimbursement in the total amount of \$5,202.60 to the County.

A Budget Amendment is needed to increase the revenues and expenditures for the Unincorporated County Services Fund 230 and Fire Fund 270. Finance is requesting the insurance recovery monies be appropriated to the Engineering Department and Fire Department in the FY13 Budget in order to offset the unavoidable expenses.

BUDGET:

Budgeted Amount:	\$0	Account Name:	23090-383000
Amount Encumbered:	\$0	Account #:	Uninc Svcs Fund - Misc Ins Recovery
Amount to Date:	\$0		
Amount Requested:	\$9,009.60		
Remaining Budget:	\$9,009.60		
Budgeted Amount:	\$0	Account Name:	27090-383000
Amount Encumbered:	\$0	Account #:	Fire Fund - Misc Ins Recovery
Amount to Date:	\$3,742.31		
Amount Requested:	\$50,357.26		
Remaining Budget:	\$54,099.57		

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 authorizing a Budget Amendment to accept Insurance Recovery Monies for Fire Fund and Unincorporated County Services Fund for the FY13 Budget.

REVIEWED BY:

DEPARTMENT HEAD:

Janelle Surr for *Guapp Marten*
& *Dim Prather*

AGENCY DIRECTOR:

COUNTY MANAGER

[Signature]

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Grant Approval

MEETING DATE: July 2, 2013

SUBMITTED BY: Vicki Benefield

COMMISSION ACTION REQUESTED:

Approval to accept the award to the DUI/Drug Treatment Court Grant in the amount of \$42,341 and budget amendment in the amount of \$10,585 for the remaining 3 months of FY2013 (July-Sept.).

FACTS AND ISSUES:

This grant was awarded by the Accountability Courts State of Georgia to help fund a part-time compliance officer that will be shared with the Cherokee Adult Felony Court, supplies, treatment services and one alcosensor.

BUDGET:

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

Account Name:
Account #:

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

Contract Approval Required: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approval of award of grant in the amount of \$42,341.00 and budget amendment.

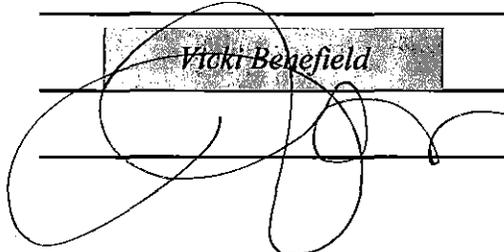
REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Vicki Benefield



**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
25030	334100-DUII	State Grant	10,585.00

10,585.00

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
2232000	511200-DUII	P/T SALARY	4,503.00
2232000	512200-DUII	FICA	626.00
2232000	512300-DUII	MEDICARE	625.00
2232000	521200-DUII	PROF SERVICES	650.00
2232000	531100-DUII	SUPPLIES	4,063.00
2232000	531600-DUII	SMALL EQUIPMENT	118.00

10,585.00

PURPOSE OF TRANSFER/ AMENDMENT

CJCC Grant

Full 12 month funding is \$42,341 and runs from July 1, 2013 to June 30, 2014

This Budget Amendment for remaining 3 months of County FY13 (July, August & September 2013)

Remainder of grant award will be budgeted in FY14

Department Head Approval:

Angela Hamby

County Manager Approval:

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

7/2/2013,



Cherokee County, Georgia Agenda Request

SUBJECT: Fire-ES Training Center

MEETING DATE: July 2, 2013

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

COMMISSION ACTION REQUESTED: It is requested that the Board of Commissioners approve a Change Order to the Construction Services Agreement (CSA) with CABLIK Enterprises, LLC for installation and construction of an emergency generator system, in the **not to exceed amount of \$75,515.00**, for the new Fire-ES Training Center.

FACTS AND ISSUES: Phase I of the new Fire-ES Training Center for site grading, roadways and utilities, the new Burn Building and Training Tower facilities, and the new Apparatus Staging Building, is currently under construction. Design for Phase II for renovation of the existing metal building for new administrative offices and training conference rooms is nearing completion and is currently scheduled to be released for bidding by late August 2013.

Because this new training facility will house important emergency and non-emergency operations of the Cherokee County Fire-ES Department, it has been determined that the facility should have an emergency generator system to allow the facility to operate in times of power outages. Because the electrical power distribution for the entire site, for all facilities, is housed in the new Apparatus Staging Building, currently under construction by CABLIK Enterprises, LLC under Phase I, it is necessary to have the proposed emergency generator system installed now to allow the facility-wide electrical system to be constructed in the most efficient and cost effective manner.

Based on design and engineering documents prepared by the project architects & engineers, POND & Company, the general contractor CABLIK Enterprises, LLC has provided a cost proposal in the amount of \$75,515.00. POND & Company has reviewed the cost proposal and determined it to be acceptable, and recommends approval by Cherokee County. Cherokee County Fire-ES and Capital Projects also recommend BOC approval.

BUDGET:

Budgeted Amount:	\$2,430,502	Account Name: FIRE-ES TRAINING
Amount Encumbered:	\$2,033,812	Account #: SPLOST V, Project 57410
Amount Spent to Date:	\$1,126,623	
Amount Requested:	\$75,515.00	
Remaining Budget:	\$321,175	

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.

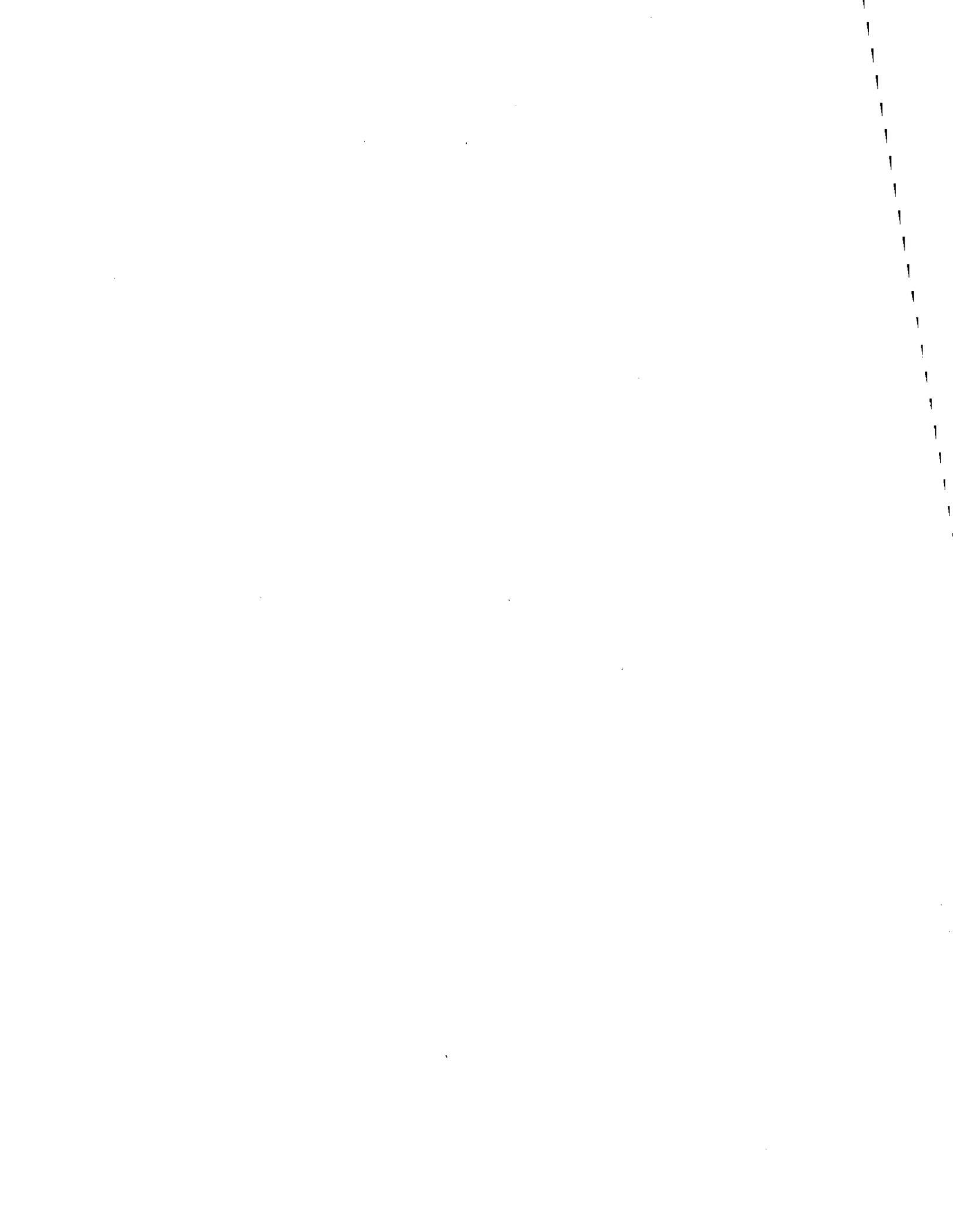
ADMINISTRATIVE RECOMMENDATION: It is requested that the Board of Commissioners approve a Change Order to the Construction Services Agreement (CSA) with CABLIK Enterprises, LLC for installation and construction of an emergency generator system, in the **not to exceed amount of \$75,515.00**, for the new Fire-ES Training Center.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER:





Cherokee County, Georgia Agenda Request

SUBJECT: RFP 2013-28: Park Amenities Award

MEETING DATE: 7/2/2013

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Award Professional Services Agreement to two (2) low bidders for Park Amenities.

FACTS AND ISSUES:

RFB 2013-28: Park Amenities was released on April 22, 2013 and bids were due on May 13, 2013. The RFB was for the purchase of miscellaneous Park Amenities (picnic tables, pet waste stations, flag poles, etc.) throughout the year. Bids were received from five (5) companies as outlined on the attached Bid Tabulation (Exhibit A); however, only four (4) bids were considered "responsive". The non-responsive bid did not provide any contact information – phone number, email, brochure, etc. and a search on the internet and phone directory was unable to locate any such company.

CRPA and Purchasing have reviewed all bids and recommend awarding contracts to the two (2) low bidders: Bliss Products & Services, Inc. and Best Litter Receptacles for the items as listed on the attached Exhibit B

There is no guaranteed minimum contract value for either contract. **Orders will be placed on an as needed basis only and within available budget. Orders for existing parks would come from CRPA operations.** Orders for new parks may come from park bond funds within the individual projects. Contracts are the standard County Attorney approved Professional Services Agreement.

BUDGET:

Budgeted Amount: \$78,750	Account Name: Park Maintenance – General Supplies
Amount Encumbered: \$3,612	Account #: 26220000-531100
Amount Spent to Date: \$59,833	
Amount Requested: TBD	
Remaining Budget: \$15,305	

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:

Recommend awarding Professional Services Agreement to two (2) low bidders for Park Amenities to: Bliss Products & Services, Inc. and Best Litter Receptacles.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2013-28
 RFB/RFP NAME: Park Amenities
 OPENING DATE/TIME: 5/13/2013 @ 2:00PM

Opening/Reading Attendance

COMPANY	PRINT NAME	SIGNATURE
CCBOC Procurement	Kristi B. Thompson	

Bids/Proposals Received (no particular order)

NAME	CITY/STATE	PSA Cert	Bid Form
Bliss Products	Lithia Springs, GA	Yes	Yes
Lanier Plans dba Kork Kat	Carollton, GA	Yes	Yes
Best Litter Receptacles	Carolina Shores, NC	Yes	Yes
International Deisgn & Const ^A	Brooksville, FL	Yes	Yes
BSN Sports/US Games	Jenkintown, PA	Yes	Yes

A. Bid considered "non-responsive"; no phone number, no contact information; could not find company on Internet or phone directory

CONTRACT 2013-28: PARK AMENITIES

	ITEM	DESCRIPTION/ SPECIFICATION	PORTABLE	SURFACE MOUNT	IN-GROUND
PICNIC TABLES					
1	Square Perforated Table	46" Square; 1 5/8"	BLISS	BLISS	BEST LITTER
2	Square Perforated Table - ADA	46" Square; 1 5/8"	BLISS	BLISS	BEST LITTER
3	Round Perforated Picnic Table	46" Round; 1 5/8"	BLISS	BLISS	BEST LITTER
4	Round Perforated Picnic Table - ADA	46" Round; 1 5/8"	BLISS	BLISS	BEST LITTER
5	Octagon Perforated Picnic Table	46" Octagon; 1 5/8"	BLISS	BLISS	BEST LITTER
6	Octagon Perforated Picnic Table - ADA	46" Octagon; 1 5/8"	BLISS	BLISS	BEST LITTER
7	Rectangular Perforated Picnic Table 6'	1 5/8"	BLISS	BLISS	BEST LITTER
8	Rectangular Perforated Picnic Table 8' - ADA	1 5/8"	BLISS	BLISS	BEST LITTER
9	Square Perforated Table	46" Square; 2 3/8"			BEST LITTER
	Square Perforated Table - ADA	46" Square; 2 3/8"			
10	Round Perforated Picnic Table	46" Round; 2 3/8"			BEST LITTER
	Round Perforated Picnic Table - ADA	46" Round; 2 3/8"			
11	Octagon Perforated Picnic Table	46" Octagon; 2 3/8"			BEST LITTER
	Octagon Perforated Picnic Table - ADA	46" Octagon; 2 3/8"			
12	Rectangular Perforated Picnic Table 6'	2 3/8"	BLISS	BLISS	BEST LITTER
13	Rectangular Perforated Picnic Table 8' - ADA	2 3/8"	BLISS	BLISS	BEST LITTER
BLEACHERS/BENCHES					
14	Perforated Bench with Back - 6'	In-ground installation	BLISS		
15	Perforated Bench with-out Back - 6'	In-ground installation	BLISS		
16	Perforated Bench with Back - 8'	In-ground installation	BLISS		
17	Perforated Bench with-out Back - 8'	In-ground installation	BLISS		
18	3-Row Bleachers	15' Length	BLISS		
19	3-Row Bleachers	21' Length	BLISS		
20	3-Row Bleachers	27' Length	BLISS		
	3-Row Bleachers	Tip-n-Roll; aluminum			
21	4-Row Bleachers - ADA Compliant	15' Length	BLISS		
22	4-Row Bleachers - ADA Compliant	21' Length	BLISS		
23	4-Row Bleachers - ADA Compliant	27' Length	BLISS		
24	5-Row Bleachers - ADA Compliant	15' Length	BLISS		
25	5-Row Bleachers - ADA Compliant	21' Length	BLISS		
26	5-Row Bleachers - ADA Compliant	27' Length	BLISS		
27	Aluminum Player Benches (with back)	15' Length (portable)	BLISS		
28	Aluminum Player Benches (with back)	21' Length (portable)	BLISS		
	Aluminum Player Benches (with back)	27' Length (portable)			
29	Aluminum Player Benches (without back)	15' Length (portable)	BLISS		
30	Aluminum Player Benches (without back)	21' Length (portable)	BLISS		
	Aluminum Player Benches (without back)	27' Length (portable)			
FLAG POLES & ACCESSORIES					
31	Flag Pole	25' Height	BEST LITTER		
32	Flag Pole	30' Height	BEST LITTER		
33	Flag Pole	35' Height	BEST LITTER		
34	Flag Pole	40' Height	BEST LITTER		
35	Flag Pole	25' Height; Internal Halyard	BLISS		
36	Flag Pole	30' Height; Internal Halyard	BEST LITTER		
37	Flag Pole	35' Height; Internal Halyard	BEST LITTER		
38	Flag Pole	40' Height; Internal Halyard	BEST LITTER		
39	United States Flag	3'x5' Nylon	BLISS		
40	United States Flag	3'x5' Polyester	BEST LITTER		
41	United States Flag	4'x6' Nylon	BLISS		
42	United States Flag	4'x6' Polyester	BLISS		
43	Georgia State Flag	3'x5' Nylon	BEST LITTER		
44	Georgia State Flag	3'x5' Polyester	BEST LITTER		
45	Georgia State Flag	4'x6' Nylon	BLISS		
46	Georgia State Flag	4'x6' Polyester	BLISS		
	Custom Flag(s)	3'x5' Digital			
	Custom Flag(s)	4'x6' Digital			
TRASH RECEPTACLES					
47	32 Gallon Receptacles		BLISS		
48	32 Gallon Tops	Flat Lid with 8" Opening	BLISS		
49	32 Gallon Tops	Flat Lid with 14" Opening	BLISS		
50	32 Gallon Tops	Dome Lid	BLISS		
51	32 Gallon Liners		BLISS		
52	55 Gallon Receptacles		BLISS		
53	55 Gallon Tops	Flat Lid with 8" Opening	BLISS		
54	55 Gallon Tops	Flat Lid with 14" Opening	BLISS		
55	55 Gallon Tops	Square Top Lid/Hood Lid	BLISS		
56	55 Gallon Liners		BLISS		
MISCELLANEOUS ITEMS					
57	Single Park Grills	In-ground installation	BLISS		
58	Double Park Grills	In-ground installation	BLISS		
59	Pet Waste Station		BEST LITTER		
	Recycled Plastic Car Stops				
	Recycled Plastic Car Stops				
	Skate Deterrents - for Seatwalls				
	Skate Deterrents - for Handrails				

Items greyed out are not part of this Contract. Purchase of these items will follow Procurement Ordinance.

RFB 2013-28: PARK AMENITIES
 BID TALLY

LOW BID

ITEM	DESCRIPTION/ SPECIFICATION	BLISS PRODUCTS			KORK KAT			BEST LITTER RECEPTACLES			BSN SPORTS/US GAMES			
		PRICE PER UNIT			PRICE PER UNIT			PRICE PER UNIT			PRICE PER UNIT			
		PORTABLE	SURFACE MOUNT	IN-GROUND	PORTABLE	SURFACE MOUNT	IN-GROUND	PORTABLE	SURFACE MOUNT	IN-GROUND	PORTABLE	SURFACE MOUNT	IN-GROUND	
1	Square Perforated Table	46" Square; 1 5/8"	626.16	626.16	N/A	965.34	965.34	N/A	837.00	837.00	837.00	768.12	N/A	N/A
2	Square Perforated Table - ADA	46" Square; 1 5/8"	645.00	645.00	N/A	994.17	994.17	N/A	862.00	862.00	862.00	N/A	N/A	N/A
3	Round Perforated Picnic Table	46" Round; 1 5/8"	670.00	670.00	N/A	1,017.24	1,017.24	N/A	882.00	882.00	882.00	894.98	N/A	N/A
4	Round Perforated Picnic Table - ADA	46" Round; 1 5/8"	619.00	619.00	N/A	953.81	953.81	N/A	892.00	892.00	892.00	N/A	N/A	N/A
5	Octagon Perforated Picnic Table	46" Octagon; 1 5/8"	625.00	625.00	N/A	964.19	964.19	N/A	836.00	836.00	836.00	N/A	N/A	N/A
6	Octagon Perforated Picnic Table - ADA	46" Octagon; 1 5/8"	652.00	652.00	N/A	1,005.71	1,005.71	N/A	872.00	872.00	872.00	N/A	N/A	N/A
7	Rectangular Perforated Picnic Table 6'	1 5/8"	579.00	579.00	N/A	892.69	892.69	N/A	774.00	774.00	774.00	N/A	1,047.83	1,012.98
8	Rectangular Perforated Picnic Table 8' - ADA	1 5/8"	592.00	592.00	N/A	912.29	912.29	N/A	882.00	882.00	882.00	N/A	N/A	N/A
9	Square Perforated Table	46" Square; 2 3/8"	N/A	N/A	N/A	N/A	N/A	N/A	936.00	936.00	936.00	N/A	N/A	N/A
10	Square Perforated Table - ADA	46" Square; 2 3/8"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	Round Perforated Picnic Table	46" Round; 2 3/8"	N/A	N/A	N/A	N/A	N/A	N/A	1,004.00	1,004.00	1,004.00	N/A	N/A	N/A
12	Round Perforated Picnic Table - ADA	46" Round; 2 3/8"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	Octagon Perforated Picnic Table	46" Octagon; 2 3/8"	N/A	N/A	N/A	N/A	N/A	N/A	1,363.00	1,363.00	1,363.00	N/A	N/A	N/A
14	Octagon Perforated Picnic Table - ADA	46" Octagon; 2 3/8"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15	Rectangular Perforated Picnic Table 6'	2 3/8"	604.00	604.00	N/A	930.74	930.74	N/A	807.00	807.00	807.00	N/A	N/A	N/A
16	Rectangular Perforated Picnic Table 8' - ADA	2 3/8"	648.00	648.00	N/A	998.87	998.87	N/A	866.00	866.00	866.00	N/A	N/A	N/A
17	32 Gallon Receptacles		183.00	218.00	218.00	281.41	333.31	333.31	251.00	251.00	251.00	246.38	N/A	N/A
18	55 Gallon Receptacles		197.00	231.00	231.00	303.33	355.23	355.23	266.00	266.00	266.00	N/A	N/A	N/A
19	Perforated Bench with Back - 6'				337.50			520.15			451.00			N/A
20	Perforated Bench with-out Back - 6'				226.00			348.31			302.00			N/A
21	Perforated Bench with Back - 8'				367.50			566.29			491.00			N/A
22	Perforated Bench with-out Back - 8'				248.50			382.91			382.00			N/A
23	Single Park Grills			N/A	123.50		N/A	213.37		165.00	165.00		N/A	N/A
24	Double Park Grills			N/A	248.50		425.58	382.91		332.00	332.00		N/A	N/A
25	3-Row Bleachers	15' Length	653.00			964.19			N/A			854.69		
26	3-Row Bleachers	21' Length	908.00			1,344.79			N/A			1,033.19		
27	3-Row Bleachers	27' Length	1,160.00			1,717.31			N/A			1,528.48		
28	3-Row Bleachers	Tip-n-Roll; aluminum	N/A			N/A			N/A			897.12		
29	4-Row Bleachers - ADA Compliant	15' Length	2,117.00			1,375.87			N/A			2,165.48		
30	4-Row Bleachers - ADA Compliant	21' Length	2,692.00			N/A			N/A			2,667.24		
31	4-Row Bleachers - ADA Compliant	27' Length	3,259.00			N/A			N/A			3,515.58		
32	5-Row Bleachers - ADA Compliant	15' Length	2,495.00			N/A			N/A			2,704.98		
33	5-Row Bleachers - ADA Compliant	21' Length	3,220.00			N/A			N/A			3,519.28		
34	5-Row Bleachers - ADA Compliant	27' Length	3,939.00			N/A			N/A			4,640.26		
35	Aluminum Player Benches (with back)	15' Length (portable)	410.50			831.55			721.00			376.29		
36	Aluminum Player Benches (with back)	21' Length (portable)	580.60			1,174.09			1,018.00			515.52		
37	Aluminum Player Benches (with back)	27' Length (portable)	N/A			614.40			N/A			665.88		
38	Aluminum Player Benches (without back)	15' Length (portable)	252.00			509.77			442.00			202.24		

ITEM	DESCRIPTION/ SPECIFICATION	BLISS PRODUCTS			KORK KAT			BEST LITTER RECEPTACLES			BSN SPORTS/US GAMES			
		PRICE PER UNIT			PRICE PER UNIT			PRICE PER UNIT			PRICE PER UNIT			
		PORTABLE	SURFACE MOUNT	IN-GROUND	PORTABLE	SURFACE MOUNT	IN-GROUND	PORTABLE	SURFACE MOUNT	IN-GROUND	PORTABLE	SURFACE MOUNT	IN-GROUND	
39	Aluminum Player Benches (without back)	21' Length (portable)	356.00			720.93			625.00			279.18		
40	Aluminum Player Benches (without back)	27' Length (portable)	N/A			N/A			N/A			N/A		
41	Pet Waste Station		546.40			N/A			364.00			N/A		
42	Recycled Plastic Car Stops		N/A			N/A			N/A			N/A		
43	Recycled Plastic Car Stops		N/A			N/A			N/A			N/A		
44a	Skate Deterrents - for Seatwalls		N/A			N/A			N/A			N/A		
44b	Skate Deterrents - for Handrails		N/A			N/A			N/A			N/A		
45	Flag Pole	25' Height	1,183.60			N/A			1,145.00			N/A		
46	Flag Pole	30' Height	1,903.00			N/A			1,291.00			N/A		
47	Flag Pole	35' Height	2,281.40			N/A			1,955.00			N/A		
48	Flag Pole	40' Height	3,148.20			N/A			2,490.00			N/A		
49	Flag Pole	25' Height; internal Halyard	1,866.70			N/A			2,690.00			N/A		
50	Flag Pole	30' Height; internal Halyard	3,289.00			N/A			2,860.00			N/A		
51	Flag Pole	35' Height; internal Halyard	3,588.20			N/A			3,025.00			N/A		
52	Flag Pole	40' Height; internal Halyard	4,692.60			N/A			3,725.00			N/A		
53	United States Flag	3'x5' Nylon	32.95			N/A			33.00			N/A		
54	United States Flag	3'x5' Polyester	43.40			N/A			43.00			N/A		
55	United States Flag	4'x6' Nylon	43.40			N/A			44.00			N/A		
56	United States Flag	4'x6' Polyester	55.50			106.92			62.00			N/A		
57	Georgia State Flag	3'x5' Nylon	40.84			N/A			40.00			N/A		
58	Georgia State Flag	3'x5' Polyester	64.30			N/A			56.00			N/A		
59	Georgia State Flag	4'x6' Nylon	61.66			N/A			80.00			N/A		
60	Georgia State Flag	4'x6' Polyester	81.87			N/A			86.00			N/A		
61	Custom Flag(s)	3'x5' Digital	N/A			N/A			165.00			N/A		
62	Custom Flag(s)	4'x6' Digital	N/A			N/A			200.00			N/A		
63	32 Gallon Tops	Flat Lid with 8" Opening	71.00			109.57			145.00			95.68		
64	32 Gallon Tops	Flat Lid with 14" Opening	71.00			109.57			145.00			N/A		
65	32 Gallon Tops	Dome Lid	70.50			108.41			130.00			94.22		
66	55 Gallon Tops	Flat Lid with 8" Opening	83.00			128.02			165.00			N/A		
67	55 Gallon Tops	Flat Lid with 14" Opening	83.00			128.02			165.00			N/A		
68	55 Gallon Tops	Square Top Lid/Hood Lid	102.00			156.85			N/A			N/A		
69	32 Gallon Liners	fit line #17	30.66			44.83			35.00			40.58		
70	55 Gallon Liners	fit line #18	42.50			62.32			48.00			40.58		

NO PRICES INCLUDE SHIPPING/DELIVERY CHARGES EXCEPT BSN
NO PRICES INCLUDE SET-UP AND/OR INSTALLATION

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this ____ day of _____, 20____, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (“County”), and Best Litter Receptacles, Inc. (“Consultant”), collectively referred to as the “Parties.”

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Contract No. 2013-28: Park Amenities; and

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

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

Park Amenities, as described in RFP 2013-28 and bid dated April 29, 2013

B. The Work

1. The Work to be completed under this Agreement (the “Work”) consists of providing Park Amenities as listed below during the Term of this Agreement:

	ITEM	DESCRIPTION/ SPECIFICATION	PRICE PER UNIT		
			PORTABLE	SURFACE MOUNT	IN- GROUND
1	46" Square Perforated Table	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	837.00
2	46" Square Perforated Table - ADA	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	862.00
3	46" Round Perforated Picnic Table	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	882.00
4	46" Round Perforated Picnic Table - ADA	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	892.00
5	46" Octagon Perforated Picnic Table	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	836.00
6	46" Octagon Perforated Picnic Table - ADA	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	872.00
7	Rectangular Perforated Picnic Table 6'	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	774.00
8	Rectangular Perforated Picnic Table 8' - ADA	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	882.00
9	46" Round Perforated Picnic Table	2-3/8" frame; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	936.00
10	46" Square Perforated Picnic Table	2-3/8" frame; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	1,004.0
11	46" Octagon Perforated Picnic Table	2-3/8" frame; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	1,363.00

12	Rectangular Perforated Picnic Table 6'	2-3/8" frame; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	807.00
13	Rectangular Perforated Picnic Table 8' - ADA	2-3/8" frame; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	Not Provided	Not Provided	866.00
14	Pet Waste Station	DogiPot Aluminum Header Pak Pet Station Item# 1003HP-L; Complete system with 10-gallon receptacles	364.00		
15	Flag Pole	25' Height, Satin Finish	1,145.00		
16	Flag Pole	30' Height, Satin Finish	1,291.00		
17	Flag Pole	35' Height, Satin Finish	1,955.00		
18	Flag Pole	40' Height, Satin Finish	2,490.00		
19	Flag Pole	30' Height, Internal Halyard	2,860.00		
20	Flag Pole	35' Height, Internal Halyard	3,025.00		
21	Flag Pole	40' Height, Internal Halyard	3,725.00		
22	United States Flag	3'x5' Polyester	43.00		
23	Georgia State Flag	3'x5' Nylon	40.00		
24	Georgia State Flag	3'x5' Polyester	56.00		

2. Prices are per item.
3. Prices do not include delivery, set up or installation fees.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before delivery date on individual order or as confirmed in writing to the County. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, [unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term] absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be

incorporated in written change orders executed by the Consultant and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Consultant shall proceed with the changed work.

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

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

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the items provided. Invoices shall be submitted upon delivery, and such invoices shall reflect charges incurred versus charges budgeted. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. There is no guaranteed minimum contract value for this Agreement. All items will be ordered by the County on an as-needed basis throughout the Term of this Agreement. Pricing shall remain constant for the Term of this Agreement on all items covered in Section I.B.1. Pricing does not include delivery, set-up or installation charges.

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

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

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

F. Assignment of Agreement

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

G. Responsibility of Consultant and Indemnification of County

The Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or

indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

H. Independent Contractor

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

I. Insurance

(1) Requirements:

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject

to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

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

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

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

defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement. The entity name as an additional insured shall be "Cherokee County, acting by and through its Board of Commissioners".

J. Employment of Unauthorized Aliens Prohibited - E-Verify Affidavit

It is the policy of the County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

(1) The Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits “A” and “B” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant’s subcontractors have conducted a verification, under the federal Employment Eligibility Verification (“EEV” or “E-Verify”) program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed; **OR**

(2) The Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit “A”, and submitted such affidavit to County or provided County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit “B”, and such subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant’s and Consultant’s subcontractors’ verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant’s subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant’s subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant’s subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for

inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

Consultant agrees that the employee-number category designated below is applicable to the Consultant [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91]:

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

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

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

K. Records, Reports and Audits

(1) Records:

- (a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

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

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit

the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

L. Conflicts of Interest

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

M. Confidentiality

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

N. Licenses, Certifications and Permits

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

O. Key Personnel

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

This Section not used.

P. Authority to Contract

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

Q. Ownership of Work

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

R. Nondiscrimination

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

V. COVENANTS OF THE COUNTY

A. Right of Entry

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

B. County’s Representative

Michael Brantley of Cherokee Recreation and Parks Agency, or his designee, shall be authorized to act on the County’s behalf with respect to the Work as the County’s designated representative

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason

whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

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

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

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

VII. NO PERSONAL LIABILITY

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

VIII. ENTIRE AGREEMENT

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

IX. SUCCESSORS AND ASSIGNS

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

X. APPLICABLE LAW

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

XI. CAPTIONS AND SEVERABILITY

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

XII. BUSINESS LICENSE

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

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Michael Brantley of Cherokee Recreation and Parks Agency, or his designee, for the County and _____ for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

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

NOTICE TO THE CONSULTANT shall be sent to:

Best Litter Receptacles, Inc.
221 Carolina Farms Blvd
Carolina Shores, NC 28467

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

XIV. WAIVER OF AGREEMENT

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

XV. NO THIRD PARTY RIGHTS

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

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

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

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

[SIGNATURES ON FOLLOWING PAGE]

**CONSULTANT:
Best Litter Receptacles, Inc.**

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY

By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

**STATE OF GEORGIA, COUNTY OF CHEROKEE
CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor hereby attests by checking this box that there will be no subcontractors as part of this Agreement.

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

Federal Work Authorization User Identification
Number (number is 4 to 6 digits, no letters)

Date of Authorization

Best Litter Receptacles, Inc.
Name of Contractor

Contract 2013-28: Park Amenities
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

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

Notary Public

[NOTARY SEAL]

My Commission Expires _____

EXHIBIT "B"

**STATE OF GEORGIA, COUNTY OF CHEROKEE
SUBCONTRACTOR AFFIDAVIT**

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

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

Federal Work Authorization User Identification
Number (number is 4 to 6 digits, no letters)

Date of Authorization

Name of Subcontractor

Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on the _____ day of _____, 20_____
in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Subscribed and sworn before me on this _____ day of _____, 20____.

Notary Public

[NOTARY SEAL]

My Commission Expires _____

EXHIBIT "C"
KEY PERSONNEL

- List of Key Personnel pursuant to Section IV(O) below.
- No list; Section IV(O) does not apply.

NAME	TITLE	EMAIL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this ____ day of _____, 20____, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (“County”), and Bliss Products and Services, Inc. (“Consultant”), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Contract No. 2013-28: Park Amenities; and

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

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

Park Amenities, as described in RFP 2013-28 and bid dated May 13, 2013

B. The Work

1. The Work to be completed under this Agreement (the “Work”) consists of providing Park Amenities as listed below during the Term of this Agreement:

	ITEM	DESCRIPTION/ SPECIFICATION	PRICE PER UNIT		
			PORTABLE	SURFACE MOUNT	IN- GROUND
1	46" Square Perforated Table	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	626.16	626.16	Not Provided
2	46" Square Perforated Table - ADA	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	645.00	645.00	Not Provided
3	46" Round Perforated Picnic Table	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	670.00	670.00	Not Provided
4	46" Round Perforated Picnic Table - ADA	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	619.00	619.00	Not Provided
5	46" Octagon Perforated Picnic Table	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	625.00	625.00	Not Provided
6	46" Octagon Perforated Picnic Table - ADA	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	652.00	652.00	Not Provided
7	Rectangular Perforated Picnic Table 6'	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	579.00	579.00	Not Provided
8	Rectangular Perforated Picnic Table 8' - ADA	1-5/8" frame; 1-1/16" brace; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	592.00	592.00	Not Provided
9	Rectangular Perforated Picnic Table 6'	2-3/8" frame; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	604.00	604.00	Not Provided
10	Rectangular Perforated Picnic Table 8' - ADA	2-3/8" frame; Large Hole #11 Gauge Punched Steel; Plastisol or Polyethylene	648.00	648.00	Not Provided
11	32 Gallon Receptacles		183.00	218.00	218.00
12	55 Gallon Receptacles		197.00	231.00	231.00
13	Perforated Bench with Back - 6'				337.50
14	Perforated Bench with-out Back - 6'				226.00

15	Perforated Bench with Back - 8'				367.50
16	Perforated Bench with-out Back - 8'				248.50
17	Single Park Grills			Not Provided	123.50
18	Double Park Grills			Not Provided	248.50
19	3-Row Bleachers	15' Length	653.00		
20	3-Row Bleachers	21' Length	908.00		
21	3-Row Bleachers	27' Length	1,160.00		
22	4-Row Bleachers - ADA Compliant	15' Length	2,117.00		
23	4-Row Bleachers - ADA Compliant	21' Length	2,692.00		
24	4-Row Bleachers - ADA Compliant	27' Length	3,259.00		
25	5-Row Bleachers - ADA Compliant	15' Length	2,495.00		
26	5-Row Bleachers - ADA Compliant	21' Length	3,220.00		
27	5-Row Bleachers - ADA Compliant	27' Length	3,939.00		
28	Aluminum Player Benches (with back)	15' Length (portable)	410.50		
29	Aluminum Player Benches (with back)	21' Length (portable)	580.60		
30	Aluminum Player Benches (without back)	15' Length (portable)	252.00		
31	Aluminum Player Benches (without back)	21' Length (portable)	356.00		
32	Flag Pole	25' Height; internal Halyard	1,866.70		
33	United States Flag	3'x5' Nylon	32.95		
34	United States Flag	4'x6' Nylon	43.40		
35	United States Flag	4'x6' Polyester	55.50		
36	Georgia State Flag	4'x6' Nylon	61.66		
37	Georgia State Flag	4'x6' Polyester	81.87		
38	32 Gallon Tops	Flat Lid with 8" Opening	71.00		
39	32 Gallon Tops	Flat Lid with 14" Opening	71.00		

40	32 Gallon Tops	Dome Lid	70.50		
41	55 Gallon Tops	Flat Lid with 8" Opening	83.00		
42	55 Gallon Tops	Flat Lid with 14" Opening	83.00		
43	55 Gallon Tops	Square Top Lid/Hood Lid	102.00		
44	32 Gallon Liners	Fit Items 39-41 above	30.66		
45	55 Gallon Liners	Fit Items 42-44 above	42.50		

2. Prices are per item
3. Prices do not include delivery, set up or installation fees.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before delivery date on individual order or as confirmed in writing to the County. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, [unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County’s fiscal year each year of the Term], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term] absent the County’s provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

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

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional

compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Consultant.

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

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the items provided. Invoices shall be submitted upon delivery, and such invoices shall reflect charges incurred versus charges budgeted. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. There is no guaranteed minimum contract value for this Agreement. All items will be ordered by the County on an as-needed basis throughout the year. Pricing shall remain constant for the Term of this Agreement on all items covered in Section I.B.1. Pricing does not include delivery, set-up or installation charges.

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

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

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

F. Assignment of Agreement

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

G. Responsibility of Consultant and Indemnification of County

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

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

H. Independent Contractor

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

I. Insurance

(1) **Requirements:**

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

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

Consultant shall maintain limits no less than:

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

- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.
 - (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions:
Any deductibles or self-insured retentions must be declared to and approved by the County.
- (4) Other Insurance Provisions:
The policy is to contain, or be endorsed to contain, the following provisions:
- (a) General Liability and Automobile Liability Coverage.
 - (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
 - (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
 - (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.
 - (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.
 - (b) Workers' Compensation Coverage.
The insurer providing Workers' Compensation Coverage will agree to

waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

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

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement. The entity name as an additional insured shall be "Cherokee County, acting by and through its Board of Commissioners".

J. Employment of Unauthorized Aliens Prohibited - E-Verify Affidavit

It is the policy of the County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

(1) The Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have

conducted a verification, under the federal Employment Eligibility Verification (“EEV” or “E-Verify”) program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed; **OR**

(2) The Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit “A”, and submitted such affidavit to County or provided County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit “B”, and such subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant’s and Consultant’s subcontractors’ verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant’s subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant’s subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant’s subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant’s subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant’s failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

Consultant agrees that the employee-number category designated below is applicable to the Consultant [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91]:

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

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

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

K. Records, Reports and Audits

(1) Records:

- (a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

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

(3) Audits and Inspections:

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

L. Conflicts of Interest

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

M. Confidentiality

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

N. Licenses, Certifications and Permits

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

O. Key Personnel

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

This Section not used.

P. Authority to Contract

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

Q. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the

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

R. Nondiscrimination

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

V. COVENANTS OF THE COUNTY

A. Right of Entry

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

B. County’s Representative

Michael Brantley of Cherokee Recreation and Parks Agency, or his designee, shall be authorized to act on the County’s behalf with respect to the Work as the County’s designated representative

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County’s failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

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

C. Upon termination, the Consultant shall: (1) promptly discontinue all services

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

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

VII. NO PERSONAL LIABILITY

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

VIII. ENTIRE AGREEMENT

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

IX. SUCCESSORS AND ASSIGNS

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

X. APPLICABLE LAW

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

XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for

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

XII. BUSINESS LICENSE

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

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Michael Brantley of Cherokee Recreation and Parks Agency, or his designee, for the County and _____ for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

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

NOTICE TO THE CONSULTANT shall be sent to:

Bliss Products and Services, Inc.
6831 S Sweetwater Road
Lithia Springs, GA 30122

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

XIV. WAIVER OF AGREEMENT

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

XV. NO THIRD PARTY RIGHTS

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

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

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

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

[SIGNATURES ON FOLLOWING PAGE]

**CONSULTANT:
Bliss Products and Services, Inc.**

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY

By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

**STATE OF GEORGIA, COUNTY OF CHEROKEE
CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor hereby attests by checking this box that there will be no subcontractors as part of this Agreement.

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

Federal Work Authorization User Identification
Number (number is 4 to 6 digits, no letters)

Date of Authorization

Bliss Products & Services, Inc.
Name of Contractor

Contract 2013-28: Park Amenities
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

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

Notary Public

[NOTARY SEAL]

My Commission Expires _____

EXHIBIT "B"

**STATE OF GEORGIA, COUNTY OF CHEROKEE
SUBCONTRACTOR AFFIDAVIT**

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

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

Federal Work Authorization User Identification
Number (number is 4 to 6 digits, no letters)

Date of Authorization

Name of Subcontractor

Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on the _____ day of _____, 20_____
in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Subscribed and sworn before me on this _____ day of _____, 20____.

Notary Public

[NOTARY SEAL]

My Commission Expires _____

EXHIBIT "C"
KEY PERSONNEL

- List of Key Personnel pursuant to Section IV(O) below.
- No list; Section IV(O) does not apply.

NAME	TITLE	EMAIL



Cherokee County, Georgia Agenda Request

SUBJECT: FY 2014 Section 5311 Operating Contract
Between Georgia Department of Transportation
And CATS

MEETING DATE: July 2, 2013

SUBMITTED BY: Geoffrey Morton

COMMISSION ACTION REQUESTED:

Consider approval of State FY 2014 GDOT contract in the amount of \$539,775.00 for annual operating expenses associated with the CATS 5311 Rural Public Transportation program. Cherokee County's obligation to be \$269,888.00 (50%).

FACTS AND ISSUES:

The Georgia Department of Transportation (GDOT) provides reimbursement funds annually to the County for the County's Rural Transportation Program 5311. The County is obligated to provide a 50% match of operating expenses, in this case \$269,888.00. Anticipated DHR annual funds in the amount of \$140,000.00 will be used to off-set the County's match; making the total cash match for the County \$129,888.00. This contract is for State FY 2014 which begins July 1, 2013 and ends June 30, 2014; County FY13 and County FY14.

For comparison, in SFY 2013, the County received \$270,023.00 (vs. \$269,887.00 proposed) in Federal 5311 funds through the current GDOT annual contract. A Budget Amendment is not needed; the SFY14 contract monies will be budgeted in the County's annual budget.

BUDGET:

SFY14 Contract Amount:	\$539,775.00	Account Name: 5311 Rural Transportation
		Account #: 24010-334100-5311
DHS Off Set:	\$140,000.00	
County Funds:	\$129,888.00	
GDOT Grant Funds:	\$269,887.00	

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approval of SFY 2014 GDOT contract in the amount of \$539,775.00 for annual operating expenses associated with the CATS 5311 Rural Public Transportation program. Cherokee County's obligation to be \$269,888.00 (50%).

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

AGREEMENT
FOR
TRANSIT OPERATING ASSISTANCE
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CHEROKEE COUNTY

PROJECT ID NUMBER: T004762

DO NOT
DATE
↓ ↓

THIS AGREEMENT is made and entered into this _____ day of _____, _____ by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and CHEROKEE COUNTY, hereinafter called the "SPONSOR", hereinafter sometimes collectively referred to as the "parties".

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating assistance for public transportation services to non-urbanized areas; and

WHEREAS, in a letter to the Federal Transit Administration ("FTA"), and the Federal Highway Administration, ("FHWA"), dated January 24, 1979, the Governor, designated the DEPARTMENT as the recipient agency for Section 5311 funding; and

WHEREAS, the SPONSOR has stated that transit operating assistance is needed for transportation services in its non-urbanized area and it would, therefore, perform certain of the duties and provide resources in order to receive said Section 5311 Funds of the Federal Transit Act; and

WHEREAS, in reliance on said SPONSOR the DEPARTMENT has applied to FTA for said Section 5311 funds and in so doing states that the required duties would be discharged pursuant to a written contract between the parties; and

WHEREAS, under Section 32-9-2 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking.

NOW THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I
SCOPE AND PROCEDURE

This Agreement covers the obligations of the DEPARTMENT and the SPONSOR in connection with the FTA'S granting Section 5311 funds to the DEPARTMENT for operating assistance for public transportation in the Cherokee County area, the terms and conditions of said funding as agreed to in the Application for funding, marked as Section 5311 Application, herein referred to as PROJECT APPLICATION, on file at the DEPARTMENT and incorporated by reference as if fully set out herein.

- (a) The SPONSOR agrees to comply with all the terms and conditions required by FTA under the PROJECT APPLICATION.
- (b) The SPONSOR shall use the funds provided by the DEPARTMENT to operate a public transportation service in the Cherokee County area and the SPONSOR agrees to provide from local funding sources, excluding all available federal funds, funds to pay its local matching share of the cost of operating a public transportation service for the period of this Agreement. However, the SPONSOR may provide in-kind services for any or all of its share of the operating costs.
- (c) The SPONSOR agrees that it, or any operator of public transportation on its behalf, will not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act, and published in FTA regulations on school bus operations.
- (d) The SPONSOR agrees that it, or any operator of public transportation acting on its behalf, will not engage in charter bus operations outside the area within which it provides regularly scheduled public transportation services, except as provided under Section 3(f) of the Federal Transit Act, and published in FTA regulations on charter bus operations.
- (e) The SPONSOR and any mass transportation operator under it will conform to the reporting system in FEDERAL ACQUISITION REGULATIONS, SUBPART 31.6.
- (f) The SPONSOR will make all purchases under this Agreement through competitive bidding in accordance with the DEPARTMENT'S established procedure.

- (g) The SPONSOR shall prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, for themselves or others, particularly, those with whom they have family, business, or other ties.
- (h) The SPONSOR shall comply with all relevant Federal and State laws and regulations relating to the Section 5311 Program, as well as those regulations and requirements included in the Federal Office of Management Circular A-87, FTA Circular 9040.1B relating to private sector participation guidelines, and those applicable provisions of the Hatch Act.
- (i) The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT, and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance.

ARTICLE II COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant Federal, State, and Local laws. The SPONSOR warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR to solicit or secure this Contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE III AUTHORIZATION AND APPROVAL

It is understood and agreed by the parties to this Agreement, that the SPONSOR shall satisfy the terms of this Agreement commencing upon the beginning of the operating period and continuing until the end of the operating period as defined in the EXHIBIT A. The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may

make necessary some minor variations. It is understood and agreed this Agreement is contingent upon FTA approval of the funding assistance and distribution as described in EXHIBIT A for this project.

ARTICLE IV RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of work under this Agreement. Further, the SPONSOR agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from negligence in the installation and operation of equipment or material purchased by the SPONSOR in whole or in part with funds received under this Agreement or from the operation of equipment and materials already owned by the SPONSOR.

ARTICLE V COMPENSATION

It is understood and agreed that the total estimated eligible net project cost, the difference between eligible operating expenses and eligible revenues and defined in FTA Circular 9040.1E, for the provisions of operating assistance by the DEPARTMENT as shown in EXHIBIT A, as attached hereto and made a part of this Agreement as if fully set out, is FIVE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND 00/100 Dollars (\$539,775.00). For the purposes of the DEPARTMENT'S participation in the costs by the SPONSOR, it is agreed that the DEPARTMENT'S maximum obligation for the SPONSOR'S operating assistance program shall be TWO HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN AND 00/100 Dollars (\$269,887.00), which includes the administrative and operating costs, as established in EXHIBIT A.

If the total estimated eligible net project cost of the SPONSOR'S public transportation service, for the operating period beginning July 1, 2013 and ending June 30, 2014, as reflected in the final audit, is less than FIVE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND 00/100 Dollars (\$539,775.00), then the DEPARTMENT shall be required to pay only fifty percent (50%) of the total incurred direct administrative and operating costs. The DEPARTMENT shall be

responsible for the maximum obligation of TWO HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN AND 00/100 Dollars (\$269,887.00), which includes the administrative and operating costs as established in EXHIBIT A.

It is further understood and agreed that any line item budget estimate shown in PROJECT APPLICATION may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved in writing by the DEPARTMENT.

ARTICLE VI SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the PROJECT under this Agreement, the DEPARTMENT materially alters the scope, character, complexity or duration of the PROJECT from those required under the Agreement, a Supplemental Agreement may be executed between the parties.

Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by either the DEPARTMENT or the SPONSOR with written approval by the other party.

ARTICLE VII SUB-CONTRACTING OF SERVICE

The SPONSOR agrees it will not engage, sub-contract or otherwise pass through funding authorized by this Agreement to any operator of public transportation services without the specific written consent of the DEPARTMENT. Such Agreement shall be a written Contract between the SPONSOR and the operator and be approved as to form and content by the DEPARTMENT.

ARTICLE VIII PAYMENTS

A. PARTIAL PAYMENT: The SPONSOR shall submit to the DEPARTMENT monthly statements of the operating costs incurred during the period of this Agreement. Upon submission by the SPONSOR, and based upon its review and approval of said monthly statements by the DEPARTMENT, payments will be made less any previous payments made or

in the process of payment. It is agreed that under no circumstances will the DEPARTMENT be responsible or obligated to pay to the SPONSOR more than the amounts specified in Article V, Compensation, for the operating period covered under this Agreement.

The SPONSOR further expressly agrees that the DEPARTMENT may set-off against the partial payment provided hereunder, an amount equal to that amount which has been identified by either state or federal audit as an unallowable expenditure in any contract between the SPONSOR and the DEPARTMENT on which payments have been made, subject to final audit.

B. FINAL PAYMENT: IT IS AGREED that the SPONSOR shall submit to the DEPARTMENT an audited final statement of operating costs incurred for the period July 1, 2013 to June 30, 2014, such period constituting the operating period covered under this Agreement. Said statements shall reflect all eligible operating costs incurred for the SPONSOR'S public transportation services. The audit of the final statement shall be performed by an independent auditor or audit firm and shall conform to OMB CIRCULAR A-133. The DEPARTMENT, at its discretion, may accept the independent audit or conduct its own audit of operating costs. If any costs covered under the terms of this Agreement are disallowed by either the DEPARTMENT or FTA, the SPONSOR, and not the DEPARTMENT or FTA shall be responsible for such disallowed costs. Upon approval of the final statement by the DEPARTMENT, the DEPARTMENT will pay a sum equal to one hundred percent (100%) of the remaining balance compensation it owes the SPONSOR. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this Agreement and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said Agreement.

If a final audit statement is not received by the DEPARTMENT by ninety days from the contract expiration date, the DEPARTMENT may at its discretion consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings. In completing the final close out, the DEPARTMENT may set-off against any remaining balance in any contract between the DEPARTMENT and SPONSOR an amount equal to the unallowable expenditure as provided for herein, under Partial Payment. Upon

transmission of the audit certification, from the DEPARTMENT to the SPONSOR, this Agreement will be considered closed and all terms satisfied, provided, however this does not relieve the SPONSOR from the responsibility of submitting to the DEPARTMENT a final audit report.

ARTICLE IX
MAINTENANCE OF COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred by the SPONSOR in operating the SPONSOR'S Public Transportation Services for the period July 1, 2013 to June 30, 2014 and shall make such material available at all reasonable times during the period of this Agreement, and for three (3) years from the date of the final payment under this Agreement, for the inspection by the DEPARTMENT and FTA, and copies shall be furnished if requested.

ARTICLE X
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XI
TERMINATION

The Department reserves the right to terminate this Agreement at any time upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR.

ARTICLE XII
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, relating to Conflict of Interest, have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with requirements in EXHIBIT B, CERTIFICATION OF SPONSOR,

COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto and made a part of this Agreement as if fully set out herein.

- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "DRUG-FREE WORKPLACE Act" have been complied with in full, as stated in EXHIBIT C of this Agreement.
- D. IT IS FURTHER agreed that the SPONSOR shall comply and shall require its Consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT D, GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT REQUIREMENT, attached hereto and made a part of this Agreement as if fully set out herein.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the "SPECIAL PROVISION," requirements in accordance with Executive Order No. 13153, Federal Leadership on Reducing Text Messaging while Driving October 1, 2009, 23 U.S.C.A. – 402 note, and DOT Order 3902.10 Text Messaging December 31, 2009 located at www.whitehouse.gov, incorporated by reference and a made a part of this Agreement as if fully set out herein.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply and require its consultants to comply with the applicable requirements of the American with Disabilities Act.
- G. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, TERMS AND CONDITIONS, United States of America Department of Transportation Federal Transit Administration, Master Agreement, located at www.fta.dot.gov/documents/17-Master.pdf , incorporated by reference and made a part of this Agreement as if fully set out herein.
- H. It is further agreed that the SPONSOR shall comply with the provisions of Section 16-10-6 of the Official Code of Georgia Annotated relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.
- I. The SPONSOR shall comply and require its consultants to comply with the requirements of 49 U.S.C. Section 5333(b), Labor Standards as more specifically referenced in U.S. Department of Labor correspondence dated August 2, 2010, incorporated by reference as if fully set out herein.

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

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

DEPARTMENT OF TRANSPORTATION BY:

CHEROKEE COUNTY:

Commissioner (SEAL)

BY: _____ (SEAL)
Title: Chairman

ATTEST:

Treasurer

IN THE PRESENCE OF:

Witness

Sworn and subscribed to me this
the _____ day of _____,
20____, in the presence of:

Notary Public (SEAL)

FEDERAL EMPLOYER
IDENTIFICATION NUMBER:

58-6000-799

EXHIBIT A
 BUDGET ESTIMATE
 TRANSIT OPERATING ASSISTANCE FOR CHEROKEE COUNTY
 FOR PERIOD JULY 1, 2013 TO JUNE 30, 2014

	TOTAL	FTA SECTION 5311	LOCAL
<hr style="border-top: 1px dashed black;"/>			
NET OPERATING DEFICIT:			
ADMINISTRATIVE AND OPERATING COSTS (Note 1)	\$539,775.00	\$269,887.00	\$269,888.00
<hr style="border-top: 1px dashed black;"/>			
TOTAL BUDGET	\$539,775.00	\$269,887.00	\$269,888.00

Note 1 - (Administrative and Operating) 50% Federal; 50% Local

PROJECT ID NUMBER: T004762

GRANT NUMBER: GA-18-4032

CFDA Number: 20.509

EXHIBIT B
CERTIFICATION OF SPONSOR
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principal and duly authorized representative of Cherokee County whose address is 1130 Bluffs Parkway, and it is also certified that:
Canton, Georgia 30114

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with the generally accepted government auditing standards.

_____ Date

_____ Signature
L. B. Ahrens, Chairman

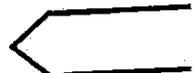


EXHIBIT C

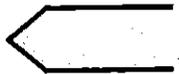
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Cherokee County
whose address is 1130 Bluffs Parkway, and it is also certified that:
Canton, Georgia 30114

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the Sponsor's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Sponsor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Sponsor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Sponsor, certifies to the Sponsor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature
L. B. Ahrens
Chairman



**APPENDIX A
CERTIFICATION OF SPONSOR**

I hereby certify that I am the Chairman and duly authorized representative of the firm Cherokee County whose address is 1130 Bluffs Parkway, Canton, GA 30114 I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the participant shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Sponsor) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Sponsor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature
L. B. Ahrens, Chairman

APPENDIX B

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner

APPENDIX C

PRIMARY CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Chairman and duly authorized representative of Cherokee County, whose address is 1130 Bluffs Parkway, Canton, GA, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature (SEAL)
L. B. Ahrens
Chairman

Please affix
Seal

Instructions for Appendix C Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Sponsors)

1. By signing and submitting this contract the Sponsor is providing the certification set out in Appendix C.
2. The inability of the Sponsor to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Sponsor shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Sponsor shall provide immediate written notice to the Department if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Sponsor agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Sponsor further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Sponsor in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Sponsor may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Sponsor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Sponsor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX D

LOWER TIER CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Chairman and duly authorized representative of Cherokee County, whose address is 1130 Bluffs Parkway, Canton, GA, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving the participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

(SEAL)

Date

Signature

L. B. Ahrens
Chairman

Please affix
Seal

Instructions for Appendix D Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - - Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Appendix D.

2. The certification, Appendix D, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

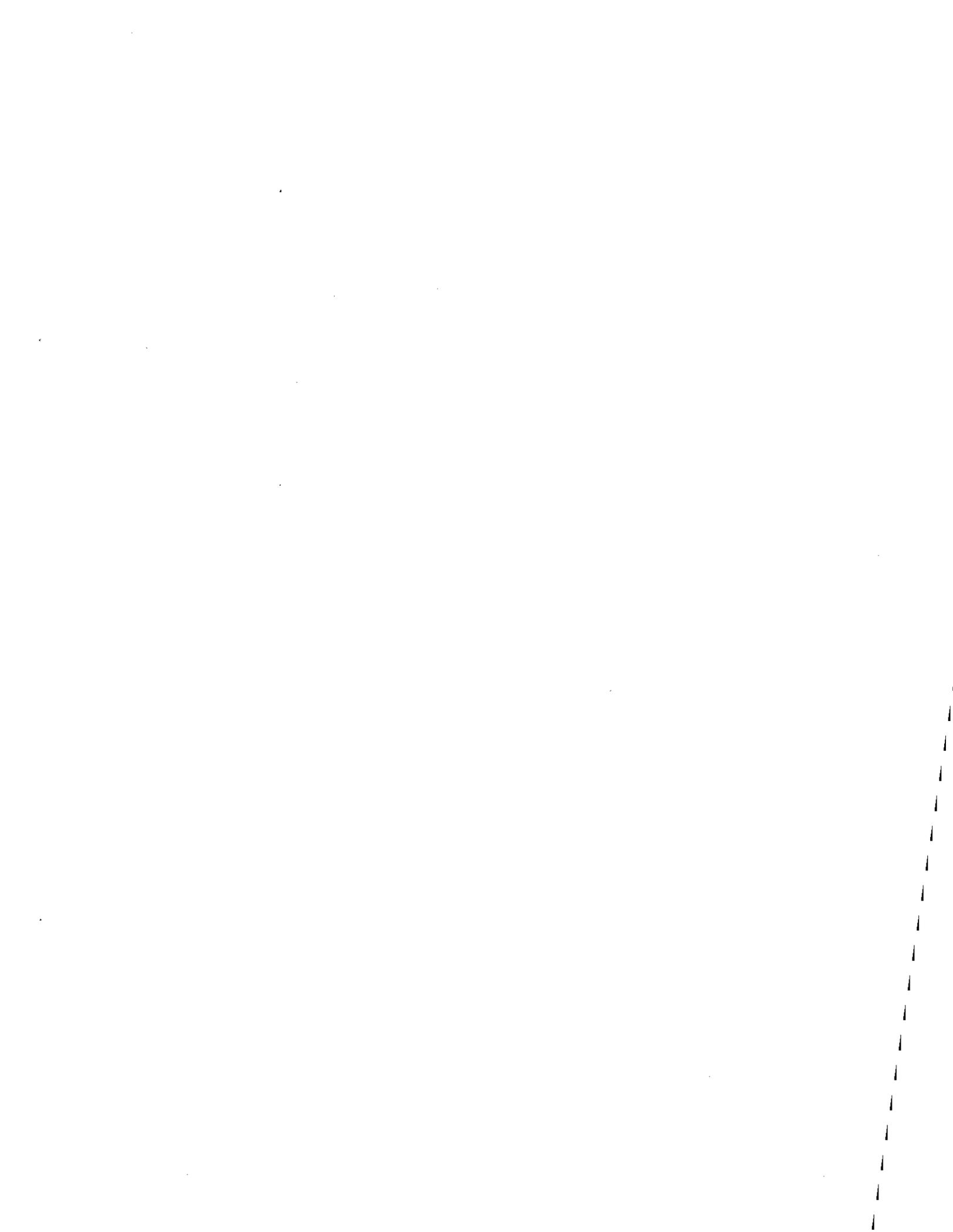
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may pursue available remedies, including suspension and/or debarment.





Cherokee County, Georgia Agenda Request

SUBJECT: 2nd Amendment to ARC FY2013 Budget

MEETING DATE: July 2, 2013

SUBMITTED BY: Nathan Brandon – Director Senior Services

COMMISSION ACTION REQUESTED: Review and approve the 2nd Amendment to the ARC FY2013 budget and authorize Budget Amendment to FY13 County Budget.

FACTS AND ISSUES: The Atlanta Regional Commission has reduced OAA Title III - Family Caregiver Support by \$5,350. Of that amount, \$3,750 will be moved to OAA Title IIIB – Support Services – Homemaker Ind; with the remaining \$2,000 moved to OAA Title III B Support Services – HCBS Vol/Dev/Opp. ARC further reduced OAA Title III C1 – Congregate Meals by \$49,375 and its’ corresponding “other” account by \$41,816. This reduction will not affect the County Budget or the continuing operation of the Congregate Meals program. The HCBS-Information and Assistance Group funding under OAA Title III B – Support Services will be reduced \$30,500 with \$4,500 moved to OAA Title III B Support Services – HCBS Transportation Voucher.

BUDGET:

Budgeted Amount:	See attached BA	Account Name: Senior Services
Amount Encumbered:		Account #: Fund 221
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 and sign the attached Amendment 2 and Budget Amendment form.

REVIEWED BY:

DEPARTMENT HEAD: _____
 AGENCY DIRECTOR: Nathan N Brandon
 COUNTY MANAGER: _____

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

REVENUES:

Department Org Code	Object	Account Name	Amount
22160	331100-T3ECG	T3B - HCBS CAREGIVER SUPP (F)	(4,013.00)
22160	334100-T3ECG	T3B - HCBS CAREGIVER SUPP (S)	(802.00)
22160	391200-T3ECG	T3B - HCBS CAREGIVER SUPP (C)	(535.00)
22160	334100-HMCBS	T3B - OAA SUPP SVCS (S)	3,750.00
22160	331100-T3CIC	T3C1 - HCBS CONG MEALS	(41,969.00)
22160	334100-T3CIC	T3C1 - HCBS CONG MEALS	(2,468.00)
22160	391200-T3CIC	T3C1 - HCBS CONG MEALS	(4,938.00)
22160	331100-T3BIA	T3B - OAA HCBS INFO & ASST (F)	(25,925.00)
22160	334100-T3BIA	T3B - OAA HCBS INFO & ASST (S)	(1,525.00)
22160	391200-T3BIA	T3B - OAA HCBS INFO & ASST (C)	(3,050.00)
22160	331100-TRV3B	T3B - OAA HCBS TRANSP VOUCH (F)	3,825.00
22160	334100-TRV3B	T3B - OAA HCBS TRANSP VOUCH (S)	225.00
22160	391200-TRV3B	T3B - OAA HCBS TRANSP VOUCH (C)	450.00
22160	334100-T3BVD	T3B - OAA HCBS VOL DEVELOPMENT	2,000.00
22160	331100-HMSBG	SSBG - HCBS HOME DEL MEALS (F)	16,992.00
22160	391200-HMSBG	SSBG - HCBS HOME DEL MEALS (C)	2,321.00
			(55,662.00)

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
25521000	531700-T3ECG	OTHER	(5,350.00)
25521000	531700-HMCBS	OTHER	3,750.00
25521000	531100-T3CIC	MISC SUPPLIES	(49,375.00)
25521000	531700-T3BIA	OTHER	(30,500.00)
25521000	531700-TRV3B	OTHER	4,500.00
25521000	531700-T3BVD	OTHER	2,000.00
25521000	531700-HMSBG	OTHER	19,313.00
			(55,662.00)

PURPOSE OF TRANSFER/ AMENDMENT

SFY13 ARC GRANT AMENDMENT 2 - ADJUST FUNDING FOR PROGRAMS

SSBG - HCBS NUTRITION/WELLNESS PROGRAM; HOME DELIVERED MEALS
FEDERAL MONEY (88%) AND MATCH (12%)

Department Head Approval:

Nathan Brando

County Manager Approval:

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

7/2/2013

ARC Contract
No. AG1300.2

SECOND AMENDMENT OF AGING SUBGRANT CONTRACT

THIS AGREEMENT, entered into as of this 1st day of May 2013 by and between Cherokee County (hereinafter referred to as the "Subgrantee"), and the Atlanta Regional Commission (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, the parties hereto did enter into a subgrant contract dated July 1, 2012 in which the Subgrantee agreed to perform certain professional services for ARC and ARC agreed to compensate the Subgrantee for the performance of such services, all as more fully set in said contract;

WHEREAS, the parties have previously amended said contract as of October 1, 2012; and

WHEREAS, the parties wish to further amend said contract in certain respects as set forth herein below.

NOW, therefore and in consideration of the mutual benefits to the parties, the parties agree that said contract is hereby amended as follows:

1. Pages A-1 through A-4, each labeled *SFY: 2013 Amendment 1*, are hereby deleted in their entirety and replaced with Pages A-1 through A-5, each labeled *SFY: 2013 Amendment 2*, copies of which are attached hereto.
2. Pages B-5 and B-6, each labeled *Amendment 1*, are hereby deleted in their entirety and replaced with Pages B-5 and B-6, each labeled *Amendment 2*, copies of which are attached hereto.

Except as specifically modified hereinabove, the remainder of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Subgrantee and ARC have hereunto agreed effective as of the date above written,

ATTEST:

CHEROKEE COUNTY

By: _____
Title:

ATLANTA REGIONAL COMMISSION

ATTEST:

Executive Director

By: _____
Assistant Secretary

Chair

**DHS - Division Of Aging Services
Area Plan - Provider Service Detail**

SFY: 2013 Amendment 2

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Caregiver

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
HCBS-Caregiver-Group									
	OAA Title III E-Family Caregiver Support	\$16,650	1.00%	674	\$0.00	36.00	\$0.00	\$24.70	\$462.50
	Totals for HCBS-Caregiver-Group:	\$16,650		674		36.00	\$0.00	\$24.70	\$462.50
HCBS-Homemaker-Ind									
	CBS - Respite Care State	\$22,275	1.00%	33	\$25.00	891.00	\$22,275.00	\$675.00	\$25.00
	Totals for HCBS-Homemaker-Ind:	\$22,275		33		891.00	\$22,275.00	\$675.00	
HCBS-Respite Care In-Home-Ind									
	Alzheimer's Program, State	\$12,649	0.54%	17	\$25.00	506.00	\$12,650.00	\$744.12	\$25.00
	OAA Title III E-Family Caregiver Support	\$10,958	0.46%	16	\$25.00	439.00	\$10,975.00	\$685.94	\$25.00
	Totals for HCBS-Respite Care In-Home-Ind:	\$23,607		33		945.00	\$23,625.00	\$715.91	

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

DHS - Division Of Aging Services
Area Plan - Provider Service Detail

SFY: 2013 Amendment 2

PSA: Atlanta Region
 Provider: Cherokee County Board of Commissioners
 Program: HCBS In-Home

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
HCBS-Homemaker-Ind									
	CBS - HCBS State	\$33,200	0.90%	49	\$25.00	1,328.00	\$33,200.00	\$677.55	\$25.00
	OAA Title III B - Supportive Services	\$3,750	0.10%	50	\$25.00	150.00	\$3,750.00	\$75.00	\$25.00
Totals for HCBS-Homemaker-Ind:		\$36,950		99		1,478.00	\$36,950.00	\$373.23	

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

**DHS - Division Of Aging Services
Area Plan - Provider Service Detail**

SFY: 2013 Amendment 2

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Nutrition / Wellness

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
HCBS-Congregate Meals-Ind									
	OAA Title III C1 - Congregate Meals	\$86,376	1.00%	135	\$14.66	5,896.00	\$86,435.36	\$640.26	\$14.66
	Other	\$0	0.00%	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Totals for HCBS-Congregate Meals-Ind:		\$86,376		135		5,896.00	\$86,435.36	\$640.26	\$14.66
HCBS-Home Delivered Meals-Ind									
	ACL Nutrition Services Incentive Program (NSIP)	\$24,556	0.07%	37	\$7.00	3,508.00	\$24,556.00	\$663.68	\$7.00
	Income Tax Check-off	\$1,395	0.00%	4	\$7.00	199.00	\$1,393.00	\$348.25	\$7.00
	NSIP - State	\$9,100	0.03%	14	\$7.00	1,300.00	\$9,100.00	\$650.00	\$7.00
	OAA Title III C2 - Home Delivered Meals	\$147,129	0.45%	160	\$7.00	20,076.00	\$140,532.00	\$878.33	\$7.00
	Other	\$129,038	0.39%	89	\$7.00	18,434.00	\$129,038.00	\$1,449.87	\$7.00
	SSBG - HCBS	\$19,313	0.06%	20	\$7.00	2,759.00	\$19,313.00	\$965.65	\$7.00
Totals for HCBS-Home Delivered Meals-Ind:		\$330,531		324		46,276.00	\$323,932.00	\$999.79	

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

DHS - Division Of Aging Services
Area Plan - Provider Service Detail

SFY: 2013 Amendment 2

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Service

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
HCBS-Case Management-Ind									
	CBS - HCBS State	\$75,001	1.00%	335	\$0.00	2,000.00	\$0.00	\$223.88	\$37.50
	OAA Title III B - Supportive Services	\$0	0.00%	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Totals for HCBS-Case Management-Ind:		\$75,001		335		2,000.00	\$0.00	\$223.88	\$37.50
HCBS-Information and Assistance-Group									
	CBS - HCBS State	\$7,773	0.33%	178	\$0.00	245.00	\$0.00	\$43.67	\$31.73
	OAA Title III B - Supportive Services	\$16,128	0.67%	700	\$0.00	1,472.00	\$0.00	\$23.04	\$10.96
Totals for HCBS-Information and Assistance-Group:		\$23,901		878		1,717.00	\$0.00	\$27.22	\$13.92
HCBS-Senior Recreation-Group									
	OAA Title III B - Supportive Services	\$19,311	1.00%	370	\$0.00	46.00	\$0.00	\$52.19	\$419.80
Totals for HCBS-Senior Recreation-Group:		\$19,311		370		46.00	\$0.00	\$52.19	\$419.80
HCBS-Transportation-Ind									
	OAA Title III B - Supportive Services	\$28,031	1.00%	50	\$5.76	4,867.00	\$28,033.92	\$560.68	\$5.76
Totals for HCBS-Transportation-Ind:		\$28,031		50		4,867.00	\$28,033.92	\$560.68	
HCBS-Transportation-Voucher									
	CBS - HCBS State	\$14,453	0.53%	45	\$18.47	783.00	\$14,462.01	\$321.38	\$18.47
	OAA Title III B - Supportive Services	\$12,991	0.47%	45	\$18.47	1,467.00	\$27,095.49	\$602.12	\$18.47
Totals for HCBS-Transportation-Voucher:		\$27,444		90		2,250.00	\$41,557.50	\$461.75	

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

DHS - Division Of Aging Services
Area Plan - Provider Service Detail

SFY: 2013 Amendment 2

PSA: Atlanta Region
 Provider: Cherokee County Board of Commissioners
 Program: HCBS Service

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
HCBS-Volunteer Develop/Opp/Service-Group									
	OAA Title III B - Supportive Services	\$6,951	1.00%	66	\$0.00	3,944.00	\$0.00	\$105.32	\$1.76
Totals for HCBS-Volunteer Develop/Opp/Service-Group:		\$6,951		66		3,944.00	\$0.00	\$105.32	\$1.76

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units). The Average Cost per Person is (Unit*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

AGREEMENT

This Agreement entered into this ____ day of _____, 2013 by and between Cherokee Child Advocacy Council, Inc. (“CCAC) and Universal Alloy Corporation (“UAC”), and consented to by Cherokee County, Georgia (“the County”), a third party to this Agreement.

WHEREAS, CCAC owns the real property located at 319 Lamar Haley Parkway, Canton, GA 30114 (“Canton Property”); and

WHEREAS, Community Development Block Grant funds from the Georgia Department of Community Affairs and the United States Department of Housing and Urban Development (“HUD”) were used, pursuant to terms of the January 1, 2009 CDBG Subrecipient Agreement between the County and CCAC (the “Subrecipient Agreement”), to construct a building on the Canton Property, which building is leased to CCAC; and

WHEREAS, CCAC’s use of the Canton Property for the Anna Crawford Children’s Center is an eligible use for the Community Development Block Grant funds; and

WHEREAS, UAC donated the Canton Property and desires to have the property returned to it to use for business purposes; and

WHEREAS, CCAC is willing to transfer the Canton Property and the building to UAC in a swap for a building to be acquired by UAC located at 9870 Hwy. 92, Woodstock, GA 30188, (“Woodstock Property”); and

WHEREAS, the County must ensure compliance with the County’s CDBG Program’s Citizen Participation Plan and HUD regulations and the Subrecipient Agreement in order for CCAC to transfer its eligible use from the Canton Property to the Woodstock Property;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. UAC has agreed to purchase the Woodstock Property and will pursue a written agreement with the owner of the Woodstock Property for that purchase.
2. County staff and CCAC have begun and will continue all actions necessary to comply with the County’s CDBG Program’s Citizen Participation Plan and HUD regulations and the Subrecipient Agreement so that the Canton Property can be transferred to UAC in exchange for the Woodstock Property. CCAC is familiar with the Subrecipient Agreement and all applicable laws and regulations and shall perform all of its obligations under same.
3. CCAC will convey the Canton Property to UAC, and UAC will convey the Woodstock Property to CCAC once the following conditions have been met:
 - (a) UAC has obtained title to the Woodstock Property free and clear of all liens and encumbrances;

(b) UAC has paid \$100,000 to CCAC to be used in renovating the Woodstock Property;

(c) The parties have agreed to a short-term lease between UAC and CCAC so that CCAC may remain in possession of the Canton Property while the Woodstock Property is being readied for use; and

(d) County staff have determined, based in part on, and contingent upon, information and documentation provided by CCAC to the County, the accuracy of which information and documentation CCAC hereby warrants to the County and UAC, that the swap of the Canton Property for the Woodstock Property is permitted by the terms of the Subrecipient Agreement and that CCAC does not have to repay the grant funds used to construct the building on the Canton Property.

4. The closing of the property swap shall take place the later of thirty days after UAC obtains title to the Woodstock Property or thirty days after the County has completed all of the requirements of the Community Development Block Grant program.

5. Both the Canton Property and the Woodstock Property shall be conveyed free and clear of all liens and encumbrances.

6. CCAC shall have the right of possession of the Woodstock Property immediately upon conveyance from UAC and UAC shall have the right of possession of the Canton Property immediately upon conveyance from CCAC, subject to the lease as described in 3(c) above.

7. The parties agree to execute such other documents as may be reasonably required to carry out the swap of the properties as contemplated in this Agreement.

This Agreement has been witnessed and agreed to by the signatures below:

UNIVERSAL ALLOY CORPORATION

By: _____

Title: _____

(Corporate Seal)

CHEROKEE CHILD ADVOCACY COUNCIL, INC.

By: _____

Title: _____

(Corporate Seal)

Consented to by:

CHEROKEE COUNTY

L. B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County, Georgia Agenda Request

2.7

SUBJECT: Tanker Apparatus Conversion

MEETING DATE: 02-Jul-13

SUBMITTED BY: Chief Prather

COMMISSION ACTION REQUESTED:

Approve the purchase of a Tanker Apparatus conversion to a County owned Chassis previously acquired for this purpose.

FACTS AND ISSUES:

The International Harvester Chassis to be used for this application was Acquired earlier this Fisoal Year for \$78,600, of which \$70,000 was reimbursed to the County by the Clayton VFD. The cost of conversion is \$113,017.

In support of the Clayton Volunteer Fire Department, Formal Requests for Proposals were advertised on the County web site and nine prospective suppliers were proactively contacted by Purchasing to highlight the requirement. The process resulted in only one bidder quoting the conversion.

The Fire Department has reviewed the proposal and finds it acceptable from the technical perspective. Purchasing has conducted a formal price analysis and concluded that the proposed price if fair and reasonable. Additional warranty coverage for the Drivetrain (from 1 year to 3 years) was obtained at no additional cost to the County.

The Professional Services Agreement for this work is the County standard and contains no exceptions or changes.

BUDGET:

Budgeted Amount:	\$125,000	Account Name:	SPLOST
Amount Encumbered:	\$ 0	Account #:	
Amount Spent to Date:	\$ 7,800		
Amount Requested:	\$113,107		
Remaining Budget:	\$ 4,093		

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 the purchase of a Tanker Apparatus conversion to a County owned Chassis previously acquired for this purpose.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Jim Prather 6-27-13

Procurement Summary

Date Submitted: 26-Jun-13

Submitted by: Dale Jordan

PSA Number: PSA#2013-46

Period of Performance: Approximately three months - 03-Jul-13 - 02-Oct-13

Supplier Name: Southern Fire Service and Sales

General Description of Purchase: Tanker Truck (Built on County Owned International Chassis)

Source of Funds: Approved in General Budget

Background:

Working with the Volunteer Fire Department # 6 in Clayton. They paid \$70,000 of the \$78,600 used to acquire the chassis. This action contract is to convert the County Owned Chassis into a Tanker Apparatus. This is to be paid for with SPLOST funds.

Source Selection:

Request for Proposals were published on the County's web-site on 26-April-13 and nine potential manufacturers were contacted directly. Ultimately only one proposal was received along with one official "no-bid". The sole bidder was determined responsive and responsible.

Fair and Reasonable Price Determination:

Without competitive bids or cost data the determination of fairness was determined by price comparisons of substantially similar apparatus. Areas of concern with the proposal were related to Electrical and Drivetrain Warranty since both of these are modified in the conversion process. The County negotiated improvements in the Drivetrain warranty, increasing from 1 year to 3 years, the Electrical was already at 5 years and considered acceptable.

Special Considerations:

Delivery is expected to be 70 - 75 days After Receipt of Order, with longest lead-times for the Manufacturer's suppliers running 8 weeks. The integration and construction time after final long-lead parts / assemblies are received is approximately 2 weeks.

Recommendation:

This PSA is recommended for the Cherokee County Board of Commissioners' approval and execution.

RFP#2013-46 Contacted Potential Bidders

<u>COMPANY NAME</u>	<u>LOCATION (Manufacturing)</u>
E-ONE/ FIRELINE, INC	Ocala, FL
HME, INC	Wyoming, Michigan
KME ORG/ NAFECO	Decatur, AL
SOUTHERN FIRE APPARATUS	JASPER, GA
WILLIAMS FIRE APPARATUS	Ashland, AL
SEAGRAVE	Clintonville, WI
FERRARA	Holden, LA
TEN-8	Bradenton, FL (Pierce)

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this ____ day of _____, 20____, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Southern Fire Service & Sales, Inc. ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Tanker Apparatus for Cherokee County Fire and Emergency Services; and

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

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

Contract #2013-46: Tanker Apparatus

B. The Work

The Work to be completed under this Agreement (the "Work") consists of providing all materials, labor and testing necessary to convert County owned International Chassis per RFP# 2013-46 requirements and in accordance with the following:

1. Exhibit D – Pricing Sheet, Certification and Certificate of Insurance (3 pages)
2. Exhibit E – Specifications (38 pages)
3. Exhibit F – Warranty Information (7 pages)
4. Exhibit G – Clarifications on Specifications and Warranty (2 pages)
5. Exhibit G.1 – Chassis Warranty Information (2 pages)

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Tanker Apparatus shall be completed and delivered no later than September 20, 2013 to Cherokee County Fire Station #6 located at 3869 Lower Burris Road, Canton, GA 30114. All warranty and service work shall be in accordance with Exhibits F, G and G.1, attached and incorporated hereto. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, [unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term] absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

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

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

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

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs

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

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed One Hundred Thirteen Thousand One Hundred Seven Dollars (\$113,107.00), inclusive of delivery and training County personnel how to use the apparatus, except as outlined in Section II(C) above.

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

IV. COVENANTS OF CONSULTANT

A. **Expertise of Consultant**

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

B. **Budgetary Limitations**

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

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

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

Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

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

F. Assignment of Agreement

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

G. Responsibility of Consultant and Indemnification of County

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

harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

H. Independent Contractor

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

I. Insurance

(1) Requirements:

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

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

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

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

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

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

Consultant shall furnish the County with certificates of insurance and

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

(7) Subcontractors:

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement. The entity name as an additional insured shall be "Cherokee County, acting by and through its Board of Commissioners".

J. Employment of Unauthorized Aliens Prohibited - E-Verify Affidavit

It is the policy of the County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

(1) The Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed; **OR**

(2) The Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County or provided County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Consultant

hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

Consultant agrees that the employee-number category designated below is applicable to the Consultant [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91]:

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

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

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

K. Records, Reports and Audits

(1) Records:

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

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

L. Conflicts of Interest

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

M. Confidentiality

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

N. Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates,

licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

O. Key Personnel

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

This Section not used.

P. Authority to Contract

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

Q. Ownership of Work

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

R. Nondiscrimination

In accordance with Title VI of the Civil rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Consultant agrees that, during performance of this Agreement, Consultant, for

itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV.R in every subcontract for services contemplated under this Agreement.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to deliver apparatus to Station #6, in order for Consultant to complete the Work.

B. County's Representative

Robby Kennedy, or other designee as identified in writing by County, shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

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

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

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

VII. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not

subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

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

IX. SUCCESSORS AND ASSIGNS

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

X. APPLICABLE LAW

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

XI. CAPTIONS AND SEVERABILITY

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

XII. BUSINESS LICENSE

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

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged

between Robby Kennedy for the County and Joshua Little for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

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

NOTICE TO THE CONSULTANT shall be sent to:

Southern Fire Service & Sales, Inc.
220 Confederate Ave
Jasper, GA 30143
(P) 800-293-1972
(F) 706-253-0019

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

XIV. WAIVER OF AGREEMENT

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

XV. NO THIRD PARTY RIGHTS

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

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

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

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

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT:
Southern Fire Service & Sales, Inc.

By: Randy Willoughby
Its: President

[CORPORATE SEAL]

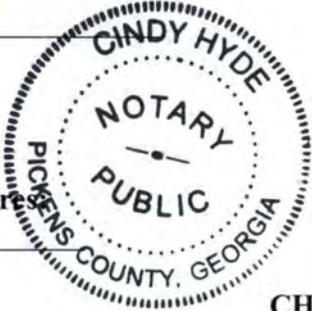
SIGNED, SEALED, AND DELIVERED
in the presence of:

[Signature]

Witness
Cindy Hyde
Notary Public

[NOTARY SEAL]

My Commission Expires:
2/19/16



CHEROKEE COUNTY

By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

STATE OF GEORGIA, COUNTY OF CHEROKEE
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

125046
Federal Work Authorization User Identification
Number (number is 4 to 6 digits, no letters)

4/2007
Date of Authorization

Southern Fire Service & Sales, Inc.
Name of Contractor

PSA 2013-46: Tanker Apparatus
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

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

Executed on the 27th day of June,
20 13

in Gasper (city), GA (state).

Randy Willoughby
Signature of Authorized Officer or Agent

Randy Willoughby
Printed Name of Authorized Officer or Agent

President
Title of Authorized Officer or Agent

Subscribed and sworn before me on this
27th day of June,
20 13.

Cindy Hyde
Notary Public

[NOTARY SEAL]

My Commission Expires 2/19/16



EXHIBIT "B"

**STATE OF GEORGIA, COUNTY OF CHEROKEE
SUBCONTRACTOR AFFIDAVIT**

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

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

Federal Work Authorization User Identification
Number (number is 4 to 6 digits, no letters)

Date of Authorization

Name of Subcontractor

PSA 2013-46: Tanker Apparatus
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

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

Executed on the _____ day of _____, 20____
in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Subscribed and sworn before me on this _____ day of _____, 20____.

Notary Public

[NOTARY SEAL]

My Commission Expires _____

EXHIBIT "C"

KEY PERSONNEL

- List of Key Personnel pursuant to Section IV(O) below.
- No list; Section IV(O) does not apply.

NAME	TITLE	EMAIL
Brian Goldman	Apparatus Sales Manager	Brian.goldman@southerfireservice.com
Joshua W. Little	Sales Engineer	Joshua.little@southerfireservice.com
Zack Garland	Welder	
Bo Cheek	Electrician	
Kevin Breezley	Engineer	
Tim Banister	Engineer	
Mike Rezutko	Engineer	
Erik Handle	Emergency Vehicle Technician	
Carlos Cayro	Emergency Vehicle Technician	



229 Confederate Avenue
Jasper, GA. 30143
800-293-1972

June 6, 2013

Cherokee County, GA.
Attn: Dale Jordan, Cherokee County Procurement Director
1130 Bluffs Parkway
Canton, GA. 30114

Good afternoon,

I am pleased to have the opportunity to bid on your new fire tanker apparatus. I am attaching the body specifications, the chassis specifications, and our reference list.

We have included customer provided International 4400, 2-door chassis. This chassis along with our body will provide your department with many years of satisfaction.

We encourage our customers to utilize any service company or technician they deem reliable and capable to perform fire apparatus maintenance. We will contact this business and set up direct billing with them to ensure your department of a stress free warranty procedure. Also, please feel free to phone our service department at Southern Fire Service as we have a 24 hour 7 day per week mobile service truck operated by a certified EVT technician. This service will be available to your department with a simple phone call.

We are inserting into the bid proposal documents our customer reference list. Please feel free to phone any of these clients for verification of our quality and service. We desire that your decision be confident in regards to choosing Southern Fire as your next apparatus builder.

The price of this apparatus is \$113,107.00. Southern Fire will train your department on how to use your new apparatus when the truck is delivered to Cherokee County, Georgia with a completion date approximately 60-90 days from the date of contract.

If I can be of assistance to you in any way, please do not hesitate to phone me. I wish you great satisfaction with your new purchase.

Sincerely,


Joshua Little
Southern Fire Service & Sales, Inc.



229 Confederate Avenue
Jasper, GA. 30143
800-293-1972

CERTIFICATION 1901 (2009 EDITION) COMPLIANT

June 6, 2013

Cherokee County, GA.
Attn: Dale Jordan, Cherokee County Procurement Director
1130 Bluffs Parkway
Canton, GA. 30114

This letter is to confirm that this unit as specified complies with NFPA-1901 (2009) edition and will be built in accordance to those requirements.

In addition, this unit's pump, 12 volt and 110 volt (if equipped at the factory) will be U.L. Tested as the third party, authorized to do so, by NFPA-1901.

Sincerely,

A handwritten signature in black ink, appearing to read "Joshua Little", is written over the word "Sincerely,".

Joshua Little
Sales Representative

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LS
SOUTFI3

DATE (MM/DD/YYYY)
04/24/13

PRODUCER

Harry Daniel Insurance
P.O. Box 2077
Cartersville GA 30120-
Phone: 770-382-8954 Fax: 770-386-4081

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Southern Fire Service & Sales
Incorporated
attn: Randy Willoughby
P. O. Box 512
Jasper GA 30143

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A	Central Mutual Ins.	16993
INSURER B		
INSURER C		
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC.	SEE GARAGE			EACH OCCURRENCE \$ CARRIAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP 8452257	05/03/13	05/03/14	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A		GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OTHER THAN AUTO	GP 8622726 INCL	04/11/13	04/11/14	AUTO ONLY - EA ACCIDENT \$ 100,000 OTHER THAN EA ACC \$ 100,000 AUTO ONLY AGG \$ 300,000
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CXS8625982	04/11/13	04/11/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (If yes, describe under SPECIAL PROVISIONS below)	WC7993395	04/11/13	04/11/14	<input checked="" type="checkbox"/> WC STATE STATUTORY LIMITS OTHER \$ E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Property Section	CLP7899321	04/11/13	04/11/14	PhyDamage 650,000
A		Garage Keepers	GP 8622726	04/11/13	04/11/14	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

BIDCERT
 Bid Purposes Cert
 Bid Purposes Cert
 Bid Purposes Cert
 Bid Purposes Cert
 Bid Purposes Cert GA 99999-9999

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
R. L. Daniel



CHEROKEE COUNTY, GA.
Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker

May 30, 2013

GENERAL DIMENSIONS

OVERALL LENGTH: 342" or (28 Feet 5 Inches)
OVERALL WIDTH: 100" or (8 Feet 4 Inches)
OVERALL HEIGHT: 114" or (9 Feet 6 Inches)

INTENT OF SPECIFICATIONS

It will be the intent of these specifications to provide a complete apparatus equipped as hereinafter specified. In order to obtain the best possible results and the most acceptable apparatus, these specifications cover only the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances

DESIGN QUALITY AND WORKMANSHIP

The design of the Apparatus must embody the latest approved automotive engineering practices. Construction will be rugged and ample safety factors will be provided to carry loads as specified and to meet both on and off road requirements and to speed conditions as set forth under "Performance tests and requirements".

The estimated front axle weight, rear axle weight and total weight of the Apparatus proposed will be provided so that all specified equipment, including filled water tank, a full complement of personnel, fire hose and other miscellaneous equipment will be carried without injury to the apparatus. The contractor will be responsible for calculating the hose load.

The weight of personnel will be calculated at 250 lbs. per person times the maximum number of persons to ride on the apparatus. The apparatus will be designed so that all recommended daily maintenance checks can be performed easily by the operator without the need for hand tools. Apparatus components that interfere with repair or removal of other major components must be attached with fasteners (capscrews, nuts, etc.) so that the components can be removed and installed with normal hand tools. Where special tools manufactured or designed by the contractor are required to provide routine service on any component of the apparatus built or supplied by the contractor, such tools will be provided with the apparatus.

The workmanship must be of the highest quality in its respective field. Special consideration will be given to the following points: Accessibility of the various units which require periodic maintenance operations (including lubrication, inspection, adjustment and repair), ease of operation (including both pumping and driving) and symmetrical proportions.



CHEROKEE COUNTY, GA.

Specifications: 1500 GPM Pump/2000 Gallon Tank NFPA-1901 (2009) Edition Pumper/Tanker

The alternator provided will be of an adequate size (ampere rating) to power all electrical components provided on the completed apparatus at the same time, including air conditioner if provided, inverters and entire lighting system including flood or quartz lights if wired directly or indirectly to the alternator/battery system. Lights, receptacles, power devices or other devices that receive their power from an external source or an on board generator will not be included.

VEHICLE DATA RECORDER

NFPA-1901 (2009 Edition) 4.11: All apparatus will be equipped with an on-board vehicle data recorder (VDR). The VDR will be capable of recording the data shown in the below shown Table 4.11.2 in that order at least once per second.

Vehicle Speed = in MPH
Acceleration (from Speedometer) = in MPH
Deceleration (from Speedometer) = in MPH
Engine Speed = in MPH
Engine Throttle = % of Full Throttle
Anti-Lock Braking System Event = On-Off
Seat Occupied Status = Occupied Yes/No by Position
Master Optical Warning Device Switch = On-Off
Time = 24 Hour Clock
Date = Year/Month/Day

Data will be stored at the sampling rate in a 48 hour loop. The memory will be sufficient to record 100 engine hours' worth of minute-by-minute summary showing the data in the below table 4.11.4:

Maximum Vehicle Speed = in MPH
Maximum Acceleration (from Speedometer) = in MPH
Maximum Deceleration (from Speedometer) = in MPH
Maximum Engine Speed = in MPH
Maximum Engine Throttle = % of Full Throttle
Anti-Lock Braking System Event = On-Off
Seat Occupied with Seat Belt Unbuckled = Yes/No by Position at 30 Sec Into Minute
Master Optical Warning Device Switch = On-Off at 30 Sec Into Minute
Time = 24 Hour Clock
Date = Year/Month/Day

When the memory capacity is reached, the system will erase the oldest data first. All data stored in the VDR will be up-loadable by the user to a computer and importable into a data-management software package. Data will be password protected with access controlled by the purchaser.



CHEROKEE COUNTY, GA.
**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

Software will be provided with the apparatus that will run on both Windows and Apple operating systems and produce the following formatted reports from the uploaded data:

- (1) Raw second-by-second data over a specified data/time range
- (2) Daily log for the time the engine is running for a given date (minute by minute output of all values)
- (3) Weekly summary (maximum values each hour for each day of the week)
- (4) Monthly summary (maximum values each day for each day of the month)

VEHICLE STABILITY

Rollover Stability: The apparatus will meet the criteria defined in **NFPA-1901 (2009 Edition) 4.13.1.1**. The apparatus will meet the criteria defined in the following:

The calculated or measured center of gravity (CG) will be no higher than 80% of the rear axle track width. Compliance will be certified by calculating or measuring the apparatus or by comparing the apparatus to a compliant, substantially similar example apparatus, and the certification will be delivered with the fire apparatus.

The example apparatus will be considered substantially similar if it includes a chassis with the same or higher (CG) height, the same or narrower rear axle track width, the same or greater water tank size and (CG) height, the same type of front and rear suspension, and the same type and size of aerial device (if provided).

For purposes of 4.13.1.1, the apparatus will be loaded with fuel, fire-fighting agents, hose, ladders, a weight of 250# in each seating position, and weight equivalent to the miscellaneous equipment allowance as in table 12.1.2 for a Pumper of 2,500# or Mobile Water Supply of 1,000#.

If the apparatus is designed to meet a specific higher equipment loading or larger hose load bed capacity or to carry additional ground ladders, these greater loads will be included in the calculating or measuring.

The weight added to the fire apparatus for the purpose of calculating or measurement will be distributed to approximate typical in-service use of the fire apparatus while not exceeding the manufacturer's published individual compartment weight ratings.

TIRE PRESSURE DEVICE

NFPA-1901 (2009 Edition) 4.13.4: Each tire will be equipped with a visual indicator or monitoring system that will indicate tire pressure.



CHEROKEE COUNTY, GA.
Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker

SEAT BELT WARNING DEVICE

NFPA-1901 (2009 Edition) 14.1.3.10: A seat belt warning device will be provided. The warning device will consist of an audible warning device that can be heard at all seating positions designated to be occupied while the vehicle is in motion and a visual display visible to the driver showing each seating position with green/red illumination. The warning system will be activated anytime the parking brake is released or the automatic transmission is not in park. Seat position lights will display in accordance with table 14.1.3.10.3 as shown below:

DISPLAY	SEAT BELT	SEAT SENSOR
Green	Buckled	Senses Occupant
Red	Buckled	No Occupant
Red	Unbuckled	Senses Occupant
Dark	Unbuckled	No Occupant

GENERAL WARRANTY

The following warranty will be furnished with each Bidder's proposal and stated as such.

We warrant each new piece of Fire Apparatus to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repairing or replacing, as the Company may elect, any part or parts thereof which will be returned to us with transportation charges prepaid and as to which examination will disclose to the Company's satisfaction to have been defective, provided that such part, or parts will be returned to us no later than one (1) year after delivery of covered apparatus. Such defective part or parts will be returned or replaced free of charge and without charge for installation to the original purchaser.

This warranty will not apply to:

1. Normal maintenance services or adjustments.
2. Any vehicle which will have been repaired or altered outside of our factory in any way so as, in our judgment, to affect it's stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
3. Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the Company's behalf unless made in writing by the Company.

BODY WARRANTY

Each Bidder will supply a ten (10) year parts & labor warranty to the original owner, on the body against perforation.

WATER TANK PAINT WARRANTY

Each Bidder will supply a seven (7) year poly water tank paint parts & labor warranty to the original owner.

PUMP WARRANTY

Each Bidder will supply five (5) year parts only warranty to the original owner, on the pump.

TANK WARRANTY

Each Bidder will supply evidence of a "Lifetime" parts & labor warranty on the water tank.

INTERNATIONAL 4400 SERIES 2-DOOR COMMERCIAL CHASSIS (44,000GVWR)

The cab will be a conventional steel and fiberglass, fully enclosed, 2-door. The cab will have a clear interior space which allows total access, permitting entrance and exit from any seated position to any door.

All seats will face forward. Front and top corners of the cab will be curved for strength and durability, and should give a useful service life of a minimum of 20 years with a minimum of maintenance.

Cab metal/fiberglass will be prepared and treated in a manner that will inhibit rust and corrosion for its useful life. Cab will be designed to give a maximum of driver visibility and driver comfort.

All gauges and controls normally used by the apparatus driver while driving will be in view and within easy reach of the driver while sitting in the driver's seat. Cab will be designed to carry a minimum of two (2) adults.



CHEROKEE COUNTY, GA.
Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker

All cab doors will be made with inside grab handles and latches. All windows will be tinted and free of imperfections. All cab doors will be substantially hung by a minimum of two heavy-duty automotive hinges. Doors will have heavy-duty door checks to prevent doors opening against the cab.

Cab will be equipped with a heavy-duty heater/defroster, capable of preventing the inside of the cab glass fogging in damp or cold weather. There will be adequate fresh air ventilation throughout the seating area provided by vents, air intakes, etc.

ENGINE

- IHC "MaxxForce 9", Diesel, 2200 rpm governed speed
- **330 hp at 2000 rpm**
- 950 ft. lbs. of torque at 1200rpm
- 6-cylinder, 4-cycle
- Engine outfitted with an Exhaust Brake (Retarder)**

The engine will be equipped with a full pressure lubrication system, dry type air cleaner and a primary bypass full-flow oil filter system. Oil filters will be of the spin-on type. The engine will be equipped with a full blocking 180 degrees thermostat and a fuel/water separator.

An engine speed governor will be installed which will limit the speed of the engine under all conditions of operation to the maximum load R.P.M. as recommended by the engine manufacturer.

The engine will operate efficiently on low Sulphur diesel fuel. The fuel pump will be gear type direct drive meeting diesel engine standards. Filters, drains, and valves for removal of foreign or harmful materials in the fuel system will meet International diesel requirements. Fuel lines will be located in a manner to protect them from exhaust system heat and mechanical injury.

Air cleaner will be a heavy duty (dry type) located in the engine compartment, adequately plumbed to the engine air intake. Air cleaner will be protected from the weather, road splash or dust kicked up by the front wheels. Air cleaner will meet the requirements of the engine manufacturer.

EXHAUST SYSTEM

The exhaust system including muffler will meet engine manufacturer's recommendation. The exhaust pipe system and discharge outlet so located and shielded or insulated so as not to expose any portion of the apparatus accessories or other equipment to excessive heating.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

COOLING SYSTEM

Anti-freeze protection to -40 degrees F. without self sealer additive
Aluminum 1045 Sq In Radiator with 323 Sq In Charge Air Cooler and Transmission Cooler
Horton "Drivemaster" fan drive with on/off switch
A "Sen-Dure" Heat Exchanger for Body Water Pump
Cooling system will be a pressurized system and be equipped with a coolant recovery system
A readily accessible drain cock will be provided in the lowest portion of the cooling system.
The radiator will be satisfactorily mounted and insulated to prevent the engine torque or road shock from twisting, or metal-to-metal friction which would cause damage to radiator

TRANSMISSION

Allison World 3000EVS 5-speed automatic with Push-Button Control on the dash

Drive lines components will comply with all road test specifications prescribed in the latest edition of NFPA Pumper Fire Apparatus.
Transmission Oil, Synthetic
An air-to-oil transmission oil cooler will be provided.
Magnet Drain Plug in Oil Pan
Allison Input/Output for Emergency Vehicles

GVW

GVW (lbs) 44,000

WHEELBASE/CAB-TO-AXLE

217" Wheelbase
149.9" Cab-to-Axle

FRAME

Heat Treated Allow Steel
120,000 PSI Yield
10.375" x 3.705" x 0.438"

FRONT TOW HOOKS

There will be two (2) steel front tow hooks attached to the inside of the frame rails.



CHEROKEE COUNTY, GA.
Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker

FRONT BUMPER

There will be a full width aerodynamic chrome plated steel front bumper.

AXLE, FRONT

MFS-14-143A

14,000 lbs. capacity

14,000 lbs Taper leaf front springs w/Shocks

STEERING

Sheppard M-100 Power

Tilt & Telescoping Steering Column

2-Spoke, 18" Diameter, Black

FRONT TIRES/WHEELS (SINGLE)

Two (2) 12R22.5-16 Ply Goodyear Highway Tread Tires will be provided.

8.25 Polished Aluminum Wheels will be provided.

SINGLE AXLE, REAR

Single Reduction

30,000 lb. Capacity

5.38 Axle Ratio

31,000 lbs Vari-Rate Springs

4,500 lbs Auxiliary Multi Leaf Springs

REAR TIRES/WHEELS (DUAL)

Four (4) 315/80R22.5-20 Ply Goodyear Deep Lug Tires will be provided.

9.00 Aluminum Wheels will be provided. (Outer Polished)

BRAKES

Full air type, **Bendix 13.2 CFM air compressor** gear driven, vertically mounted, engine oil lubricated, water cooled, equipped with a type "D" or equal governor will be provided. Governor will be set to cut out at 120 PSI.



CHEROKEE COUNTY, GA.

Specifications: 1500 GPM Pump/2000 Gallon Tank NFPA-1901 (2009) Edition Pumper/Tanker

Air system will be a complete and accurately designed system with two (2) air receivers (all easily removable) having a minimum storage of 3100 cubic inches.

Drain valves with cables will be installed on all air storage tanks.

Bendix AD-IP Heated Air Dryer to be provided. All the air brake lines will be nylon.

Air system will be equipped with a low pressure warning buzzer and indicator light to indicate low air system pressure. Air system will have all necessary gauges installed on the cab dash.

Brake performance will comply with the Department of Transportation (DOT) stopping distance requirements and will meet Federal Standard F.M.V.S. 121. **A Bendix 4-Channel ABS braking system will be provided which includes an electronic stability program with automatic traction control.** The service brakes will be of the air over mechanical type. Each wheel will be equipped with a separate integral brake chamber.

A dual treadle valve will split the braking power between the front and rear systems. A failure in either of these separate systems will result in only a partial loss of braking power.

Additionally, modulated spring brakes will be available to the driver, should a rear brake system failure occur, through the use of a spring brake control valve.

Both front and rear brakes will have integral "S" cam shoes. All axles will be equipped with automatic slack adjusters, accessible for ease of adjusting brakes, Cast Rear Brake Shoes

Parking brake will be air released, spring actuated, on non-steering axle only and will automatically apply in case of air system failure. Service brakes and parking brakes will operate independently. Parking brakes will be capable of positively holding the fully loaded apparatus on a 20% grade when the apparatus is performing any of its designated stationary functions.

CAB

Conventional 2 Man Cab

CAB CONTROLS

- One ignition switch
- One speedometer with odometer
- One electronic tachometer
- One voltmeter
- One fuel gauge
- One engine oil pressure gauge



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

One engine coolant temperature gauge
Dual air pressure gauges
Low air pressure, low oil pressure, high engine temperature warning buzzers and red flasher lights
Separate emergency warning devices for each hazardous system (oil, air, temperature)
Devices will not automatically kill engine
One low engine coolant warning light
One transmission temperature gauge
One master switch
One headlight switch
One heater/defroster switch
One air conditioning switch
One running light switch
One windshield wiper/washer switch with Intermittent Feature
One air restriction gauge
One high beam indicator
One self-canceling turn signal with indicators and hazard switch

SEATING (NFPA-1901 Compliant)

One (1) Individual National High Back with Integral Head Rest Driver's Seat, Air Ride
One (1) Individual High Back with Integral Head Rest Passenger Seat with Under Seat Storage
Seat Belts for All Positions will be Orange. All seats will be dark Gray in color.
Seat Belt Warning Pre-wire, Seat Belt Switches & Seat Sensors

CAB MISC

Two (2) Door Arm Rest (one each door)
Exterior Cab Grab Handles (NFPA-1901 Approved) (1) by each cab door
All Windows Tinted
Deluxe Cab Interior Trim
Overhead Console with Dual Storage Pockets & Retainer Nets
Hidden Cup Holder
Cab Rear Suspension Air Bag Type
Interior Grab Handles

AIR CONDITIONING

The cab will have a **factory installed air conditioner** with controls within easy reach of the driver.



CHEROKEE COUNTY, GA.
**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

ELECTRICAL

The alternator will be a **320 amp Leece Neville**. Two (2) 12-volt maintenance-free 925cca (1850cca total) batteries to be provided installed in a battery box under the passenger's door access.

Battery Disconnect Switch with Battery Indicator
Battery Jump Start Studs, remote Mounted
Delco Remy 39MT, 12 volt Starting Motor with Thermal Crank Protection
Manual Reset, Circuit Breakers, with Trip Indicators
Body Builders Wiring Back of Cab
Disconnect, Front Harness for "Optional" Body Builder Guide Post Lights
Cigar Lighter
Electric Horn

LIGHTING

Two (2) single headlights will be of the rectangular halogen sealed beam type with Daytime Running Lights and high/low beams. They will be mounted, (1) each side in a silver bezel.

The front directional turn signals and parking lights will be amber in color, one (1) each side on the front of the cab, with switch for front and rear and an audible signal to indicate that turn signals are operating.

One I.C.C. four-way flasher switch with pilot light will be provided, mounted in the cab with-in easy reach of the apparatus driver. All Federal and State required standard markers, clearance lights and reflectors, etc. that is required on the cab will be provided.

Interior lighting will include one (1) individual dome light in the ceiling centered between the driver and officer.

The cab instrument panel will be arranged for maximum driver visibility and efficiency. All gauges, lights and switches will be protected by appropriate size circuit breakers. The instruments and controls will be illuminated in such a manner as to assure maximum visibility.

CAB ICC LIGHTS

Five (5) Recessed Marker Lights will be provided in the cab front face over the windshield.



CHEROKEE COUNTY, GA.
Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker

WIRING

All electrical wiring will be stranded copper with thermoplastic insulation, sized for amp load and connected in accordance with A.S.M.E. standards. They will be color coded as well as numbered. Wires will not be spliced and will extend from service point to use point or terminal blocks in such a manner as far removed from the exhaust and cylinders as good design will permit in order to be protected against heat, oil, and mechanical injury.

FRONT END

Fiberglass Tilting hood and fenders with chrome grille will be provided.

FUEL TANK

50 U.S. Gallon Brushed Aluminum Right Hand Side under Cab (round)

BATTERY BOX/STEP

A left hand side battery box/cap step will be provided.

MIRRORS

Two (2) **Heated & Remote** rectangular mirrors, with 8" convex mirrors, stainless steel heads and stainless steel brackets will be provided. A down view convex mirror will also be provided on the right hand side.

CHASSIS MISC

Ember Separator Screen
Throttle, Hand Control
Engine Control, Remote Mounted
Clear/Level frame rails

Unless otherwise specified, all chassis components to be chassis manufacturer's standard.

CAB PAINT

The cab will be painted Red "2303" from IHC.



CHEROKEE COUNTY, GA.
**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

CHASSIS MODIFICATIONS

The fire apparatus manufacturer will provide the following chassis modifications.

LOCK-UP EVS-3000

An electronic lock-up relay system will be installed between the engine and transmission and the fire pump. The lock-up will place the transmission into the 1:1 gear automatically for pump operations.

FRONT & REAR MUD FLAPS

There will be a pair of front and rear mud flaps installed at the rear of the fenders.

REAR TOW EYES

There will be two (2) tow eyes, one (1) on each side. They will be attached to the frame rails, located in the rear center, under the tailboard.

UNDER HOOD LIGHT

One (1) under hood light with integral switch will be provided and installed in an easy access area to light the engine compartment.

BATTERY CHARGER

A battery charger will be furnished and installed. It will have a 30 amp output to the batteries with several "battery saver" outputs, allowing up to 8 amps of 12 volt rechargeable items to be wired through the charger, only allowing charging when the shoreline is plugged in. The charger will be manufactured by IOTA.

KUSSMAUL AUTO-EJECT RECEPTACLE

There will be a Kussmaul "Super Auto-Eject", 110 volt, 15 amp shoreline receptacle furnished and installed on the left hand pump panel. When the ignition switch is activated, the electrical current will be interrupted before the plug is automatically ejected to prevent arcing. The plug for the receptacle will be shipped loose to be installed on the shoreline cord.

AIR INLET – LEFT HAND CAB STEP AREA

An air inlet with female quick-coupling will be provided and installed in the left hand cab step area. It will be plumbed to the chassis air tanks. A matching male "Quick-Coupling" will also be provided.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

ROCKER SWITCH PANEL

There will be a rocker switch panel located in the cab. The panel will be mounted in the center, between the driver and officer. All rockers will be provided with integral indicator lights. Switches will be provided for the "Master Warning", as well as all individual warning light and scene light switches.

CAB CONSOLE

A master warning switch console as large as possible will be provided in the cab between the front seats. The compartment will be fabricated from aluminum. It will encompass the siren, switch panel & pump control.

MASTER BATTERY SWITCH

A master battery on/off switch with will be provided in the cab, near the driver's door.

BACK-UP ALARM

One (1) Back up Alarm 97 DB will be provided and installed at the rear of the unit. It will be wired to activate when the transmission is placed in reverse.

DUAL CHROME AIR HORNS

Dual 24" chrome air horns will be provided and installed on the front fenders, (1) each side. They will be controlled by the steering wheel horn button.

HUB COVERS (FRONT & REAR)

Polished chrome hub and lug nut covers will be provided and installed on the front & rear axles.

HALE Q-MAX 1500 GPM SINGLE STAGE MIDSHIP PUMP

The Hale Q-Max 1500 GPM pump shall be of size and design to mount on the chassis rails of a commercial truck chassis, and have the capacity of 1500 gallons per minute as NFPA-1901 rated performance requirements. The entire pump shall be assembled and tested at the pump manufacturer's factory.

The pump shall function by the utilization of a driveline from the truck transmission. The engine shall provide sufficient horsepower and RPM to enable the pump to meet and exceed its rated performance.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

The entire pump, both suction and discharge passages, shall be hydrostatically tested to a pressure of 600 PSI. The pump shall be tested at the pump manufacturer's facility to performance specifications as outlined by NFPA-1901 rated performance requirements. The pump shall be free from objectionable pulsation and vibration.

The pump body and related parts shall be constructed of fine grain alloy cast iron, with a minimum tensile strength of 30,000 PSI. All metal moving parts in contact with water shall be manufactured of high quality bronze or stainless steel. Any pump utilizing castings made of lower tensile strength cast iron not acceptable.

The pump body shall vertically split on a single plane for ease of removal of the impeller assembly. Wear rings and bearings associated with the pump body shall remove easily without disturbing the piping or mounting of the pump in chassis.

The pump body shall incorporate the discharge manifold system with a minimum of one (1) 4" port and nine (9) 3" ports.

Ball bearings support the pump shaft for minimum deflection, and maximum rigidity. The ball bearings shall be heavy-duty, deep groove, bearings in the gearbox and splash lubricated.

The pump shaft shall have one (1) mechanical seal on the suction (inboard) side of the pump. The mechanical seal shall be spring loaded, maintenance-free and self-adjusting. All mechanical seal construction shall contain a silicon carbide sealing ring, stainless steel coil spring, a Viton® rubber cup, and a tungsten carbide seat.

The pump impeller shall be manufactured of hard fine grain bronze of mixed flow design. Once manufactured, the impeller shall be accurately machined and balanced. The vanes of the impeller intake eyes shall be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower.

The pump impeller shall have clearance rings manufactured of bronze, easy to remove, without replacing impeller or pump volute body.

The pump shaft shall be manufactured of heat-treated, electric furnace, corrosion resistant stainless steel for longer shaft life. The pump shaft shall be sealed with a double-lip oil seal to keep road dirt and water out of gearbox.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

GEARBOX

The pump gearbox shall be of sufficient size to withstand up to 16,000 lb/ft of drive through torque of the engine system. The drive unit shall be designed of ample capacity for lubrication reserve and to maintain the proper operating temperature.

The gearbox drive shafts shall be of heat-treated chrome nickel steel and at least 2.75" in diameter, on both the input and output drive shafts. The drive shaft shall withstand the full torque of the engine.

All drive and pump shall be of the highest quality electric furnace chrome nickel steel. All bores shall be ground to size, teeth integrated and hardened, to create an extremely accurate gear for long life, smooth, quiet running, and higher load carrying capability. An accurately cut spur design shall be provided to eliminate all possible end thrust. (There will be No exceptions.)

The pump ratio shall be selected by the apparatus manufacturer to give maximum performance with the engine and transmission selected.

The gearbox will be equipped with a power shift. The shifting mechanism shall be a heat-treated, hard anodized aluminum power cylinder, with stainless steel shaft. An in-cab control for rapid shift shall be provided that locks in road or pump.

All apparatus' built with automatic transmissions shall be provided three (3) green warning lights to indicate to the operator(s) when the pump has completed the shift from road to pump position. The warning lights will be located as stated: two (2) in the truck driving compartment and one (1) on the pump operator's panel adjacent to the throttle control.

PRIMING PUMP

The priming pump shall be a positive displacement, oil-less rotary vane electric motor driven pump conforming to NFPA-1901 rated performance requirements. The pump body shall be manufactured of heat-treated anodized aluminum for wear and corrosion resistance. The pump shall be capable of producing a minimum of 24 Hg vacuum at 2,000 feet above sea level. The electric motor shall be a 12 VDC totally enclosed unit. The priming pump shall not require lubrication.

The priming pump shall operate by a single pull control valve mounted on the pump operator's panel. The control valve shall be manufactured of bronze construction.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

U.L. CERTIFICATION (1500 GPM)

The vehicle will be third party tested and certified by Underwriters Laboratories, Inc. UL testing is recognized as a leading third party product safety certification organization for over 100 years. UL has served on the NFPA technical committee for over 30 years. The testing organization must meet the following minimum requirements:

Must Be a Nationally recognized testing laboratory recognized by OSHA

Must not represent, be associated with, or in the manufacture or repair of automotive fire apparatus.

Must provide proof of ten (10) million dollars in excess liability insurance for bodily injury and property damaged combined.

The pump shall meet and perform the following test to receive a U.L. Certification.

- 100 % of rated capacity @ 150 PSI net pump pressure
- 100 % of rated capacity @ 165 PSI net pump pressure
- 70 % of rated capacity @ 200 PSI net pump pressure
- 50 % of rated capacity @ 250 PSI net pump pressure

PUMP CERTIFICATION PLATE

A permanently affixed plate will be installed at the pump operator's position that will provide the rated discharge and pressures together with speed of the engine as determined by the certification test.

SUCTION SIDE RELIEF VALVE

A Hale stainless steel adjustable suction side relief valve will be provided and installed on the pump. It will have male NST threads. A label will be provided on or near the outlet stating: "Do Not Cap"



**CHEROKEE COUNTY, GA.
Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

CLASS-1 "TOTAL PRESSURE GOVERNOR"

A Class-1 "Total-Pressure-Governor" will be provided and installed on the pump operator's panel. It shall have the following Features:

- Dedicated Intake & Discharge Pressure Gauges and RPM Display
- Check and Stop Engine Indicators
- One Touch Engine Information:
- Battery Voltage
- Oil Pressure and Temperature
- Coolant Temperature
- Transmission Temperature
- Total Engine Hours
- Total Pump Hours
- Fuel Rate
- Reduced Pump Panel Space Required
- Proven Resolution and Response

MASTER DRAIN

A Class-1 master drain valve will be provided and installed at the lower portion of the left hand (driver) side pump house.

PUMP WARRANTY

The Hale pump will have a five (5) year warranty. [Two Years Parts & Labor/Three Additional Years of Parts Only]

PUMP INTAKE STRAINERS

The pump intake strainers shall be removable, die-cast zinc screens that are designed to provide cathodic protection for the pump, thus *reducing corrosion in the pump*.

6" STEAMER INLETS

Two (2) 6" steamer inlets will be provided, one (1) on the left side and one (1) on the right side. Both inlets shall have long handle chrome vented caps.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

2.5" LEFT SIDE SUCTION

One (1) 2-½" **Hale stainless steel valve** shall be installed and partially recessed in the left side of the pump operator's panel. The valve shall be controlled at the left hand pump operator's panel with a swing type chrome handle located on the valve. The valve shall come equipped with a 2.5" NST chrome inlet swivel, chrome plug, chain, inlet strainer, with a ¼" bleeder/drain valve.

1.75" CROSSLAYS

Two (2) 1.75" crosslay hose beds with punched-hole flooring will be located above the pump compartment. Each will be designed for 200 feet of 1.75" hose. A 2"FIPT x 1.5"MNST Brass Chicksan type swivel will be provided on each to allow the attached hose to be used from either side of the vehicle. The crosslays will have 2" **Hale stainless steel valves** and 2" plumbing and be controlled from the left hand side pump operators' panel with a push/pull locking chrome "T" handles.

Control rods from the handle to the valves will be ¾" hollow steel pipe for extra smooth operation. 2.5" gauges will be supplied within 6" above each discharge handle for pressure reading.

CROSSLAY COVER

A 40 oz. vinyl cover will be provided over the crosslays. The cover will be have twist & lock fasteners at the front and rear with Bungee Cords each side.

2.5" LEFT SIDE DISCHARGES

Two (2) 2.5" discharges with **Hale stainless steel valves** shall be located on the left side panel. The valves shall be quarter turn ball type and fixed pivot design to allow easy operation at all pump pressures. The 2.5" outlets shall be equipped with integral, stainless steel, 30-degree elbows terminating with 2.5" MNST threads. A chrome vented cap and chain shall also be supplied on each. The valves shall be controlled at the left hand pump operator's panel with swing type chrome handles, located on each valve. A 2-½" pressure gauge shall be installed on the panel near the control handles to indicate pressures from 0 to 400 P.S.I. The discharge shall also come equipped with a quarter-turn, ¼" drain valve.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

2.5" RIGHT SIDE DISCHARGES

Three (3) 2.5" discharges with **Hale stainless steel valves** shall be located on the right hand pump panel. The valves shall be quarter turn ball type and fixed pivot design to allow easy operation at all pump pressures. The 2.5" outlets shall be equipped with integral, stainless steel, 30-degree elbows terminating with 2-1/2" MNST threads. A chrome vented cap and chain shall also be supplied on each. The valves shall be controlled at the left hand pump operator's panel with a locking push/pull chrome "T" handles. A 2.5" pressure gauge shall be installed on the panel near the control handles to indicate pressures from 0 to 400 P.S.I. The discharge shall also come equipped with a quarter-turn, 3/4" drain valve.

BOOSTER REEL

One (1) Hannay electric rewind silver painted booster reel will be provided and installed under the center rear dump valve. The reel will be plumbed with 1.5" Class-1 high pressure hose and have a 1.5" **Hale stainless steel valve**. The push-pull control with chrome locking "T" handle will be provided on the left pump operator's panel. The reel will have capacity for 150' of 1" booster hose and be wired to the chassis 12 volt electrical system. A rewind button will be provided and installed as directed by the fire department. A manual reel rewind crank will be provided and shipped loose.

CHROME ROLLER

One (1) chrome roller assembly will be provided and installed, at the rear of the booster reel.

1" BOOSTER HOSE

One (1) 150' section of 1" booster hose with aluminum couplings will be provided and installed on the booster reel.

3" DECK GUN DISCHARGE

There will be a 3" deck gun discharge installed at the top of the pump house, in the center area just behind the crosslays. The valve shall be a **Hale stainless steel** quarter turn ball type of fixed pivot design. Valve shall be controlled at the left hand panel operator's panel with a hand wheel control with indicator lights. The valve shall be of the slow-close design so as not to allow the valve to open or close in less than 3 seconds. One (1) 2.5" pressure gauge shall be installed in the operator's panel near the control handle to indicate pressures from 0 to 400 P.S.I. The discharge shall be equipped with a quarter-turn, 3/4" drain valve.



CHEROKEE COUNTY, GA.

Specifications: 1500 GPM Pump/2000 Gallon Tank NFPA-1901 (2009) Edition Pumper/Tanker

3" TANK TO PUMP VALVE

There will be a 3" **Hale stainless steel valve** with flexible hose plumbing and check valve connected from the tank to the pump. The tank to pump valve will be controlled from the left hand side pump operator's panel with a push/pull locking chrome "T" handle. The control rod from the Class-1 handle to the valve will be a 3/4" hollow steel pipe for extra smooth operation.

2" TANK FILL VALVE

One (1) 2" tank fill/re-circulating line from the pump direct into the booster tank will be supplied. The 2" valve will be a **Hale stainless steel** type, controlled from the left hand side pump operator's panel with a push/pull locking chrome "T" handle. The control rod from the handle to the valve will be a 3/4" hollow steel pipe for extra smooth operation.

HALE STAINLESS STEEL BALL VALVES

The Hale valves including the ball will be cast of 316 stainless steel with full flow capability. The valves will have dual seats made of Acetal® Resin with dual seals made of an internally lubricated rubber compound with a steel band. The valves will be of floating ball design with a flow pressure rating to exceed NFPA-1901 standards rating of 600 PSI.

All 3.0" discharge valves will be supplied with a true slow close mechanism, which is required to be no less than 70 lb of hand pressure over a three second throw. The valve will also require a maximum actuation force of 75 lb. The 2½" side mounted swing handle valve will also have a true locking mechanism, which will be made of a cam and pin arrangement or a twist lock for true locking when the valve is gated. All side control valves will be supplied with push pull controls unless otherwise noted.

HALE BALL VALVE WARRANTY

The valves will be warranted for a period of ten (10) years on all stainless steel components, against defects in design and manufacturing processes. The wear items such as the seats, seals, and "O" rings will have a warranty of two years on replacement parts only.



CHEROKEE COUNTY, GA.

Specifications: 1500 GPM Pump/2000 Gallon Tank NFPA-1901 (2009) Edition Pumper/Tanker

PLUMBING SPECIFICATIONS

All suction and discharge lines of 2" or larger will have heavy duty STAINLESS steel threaded pipe and/or Class-1 high pressure hose. Where vibration or chassis flexing may damage or loosen piping, the pipe will be equipped with victaulic or rubber couplings. The entire discharge and intake piping system, valves, drain cocks and lines, intake and outlet closures, excluding the tank fill and tank to pump lines on the tank side of the valves, will be designed for 500 PSIG.

All lines 1-1/2" and larger will have individual 3/4" Class-1 quarter turn drain valves that will be extended to drain below chassis frame. All water carrying gauge lines will be flexible polypropylene tubing to prevent breakage from vibration.

INDEPENDENT FIRE PUMP MOUNTING

The fire pump will be mounted within a separate body module that is not directly connected to the apparatus body. This module will be mounted to the frame in four locations and in such a manner as to reduce the likelihood of a collision causing the pump casing to crack.

These shall be bolted to the chassis rails with 3/4" grade 8 fasteners. The four (4) points where the pump module is mounted to the frame will be reinforced appropriately to carry the expected load for the life of the apparatus.

Plumbing as well as the pump will be integral with the pump module as much as possible to facilitate the changing of the chassis should the apparatus be involved in a collision. This arrangement will allow for removal of the entire pump and pump compartment for service without involving the main body.

The fire pump will be mounted on two structural steel angles approximately 4.00" x 8.00" x 1/4", which are bolted to 3" x 7" x 1/4" main pump sub-frame angles. These will be bolted to the chassis rails with 3/4" grade 8 fasteners.

The pump compartment will be constructed of extruded aluminum, separated from the body substructure. It shall be 40" in width and be a modular type design.

LEFT HAND OPERATORS PANEL

All pump controls and gauges will be located at left side of apparatus and properly labeled. All push-pull control handles will have the twist-lock feature with a minimum 1/2" steel rod or hollow pipe. All side discharges will have the control and individual gauge mounted within 6" of the discharge. All other discharges will have the individual gauge placed within 6" of the control.



CHEROKEE COUNTY, GA.
Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker

The central midpoint or center line of any control will be no more than 72" (1830 mm) vertically above the ground or platform that is designed to serve as the operator's standing position. No gauge or display will be more than 84" above the level where the operator stands to read the instrument.

All nameplates for discharges, suction, controls and gauges will be color coded and be of a type permanent in nature, securely attached, and capable of withstanding the effects of extremes of weather and temperature. All labels and markings will comply with N.F.P.A 1901.

All gauges and instruments will be mounted and attached so they are protected from accidental damage and excessive vibration.

DUNNAGE AREA

A dunnage area will be provided over the pump, behind the crosslays. It will have four (4) walls and a floor. The outer walls will be 12 gauge brushed stainless steel while the front, rear walls and the floor will be smooth aluminum. The top will be open.

LEFT SIDE PANEL

The left side pump panel will be fabricated from 12 gauge brushed stainless steel. The left side pump panel will be illuminated by four (4) lights equipped with a full length brushed stainless steel shield. The lights will be activated by a push/pull light switch located on the left hand pump operator's pump panel.

The upper 10" of the full width panel will have two (2) vertically hinged access doors, with two (2) chrome "push-button" latches to allow for easy access to the pump house.

RIGHT SIDE PANEL

The right side pump panel will be fabricated from 12 gauge brushed stainless steel. The right side pump panel will be illuminated by four (4) lights equipped with a full length brushed stainless steel shield. The lights will be activated by a push/pull light switch located on the left hand pump operator's pump panel.

The upper 20" of the full width panel will have two (2) vertically hinged access doors, with two (2) chrome "push-button" latches to allow for easy access to the pump house.



CHEROKEE COUNTY, GA.
Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker

PUMP GAUGES

All gauges will be Span liquid filled type to keep the dial from pulsating and also to prevent condensation from forming inside the gauges. The master suction (inlet) gauge provided will be from -30 to 400 PSI. Each individual discharge gauge provided will be from 0 to 400 PSI.

Two (2) 4.5" Master Gauges (Suction & Pressure)

One (1) 2.5" discharge gauge for each 1.5" or larger discharge

Note: All 2.5" gauges will have color coded bezels to match the control handle labels.

WATER TANK LEVEL GAUGE

There will be one (1) water level gauges furnished and installed. One (1) Class-1 "ITL-4L" pressure transducer type with 180 degree read-out LED gauge will be visible from the upper portion of the left hand side pump operators' panel.

WATER TANK LEVEL GAUGE

There will be one (1) water level gauge furnished and installed. One (1) Whelen "PSTANK" LED gauge will be visible from the right hand side pump panel.

WATER TANK LEVEL GAUGE

There will be one (1) water level gauge furnished and installed. One (1) Whelen "PSTANK" LED gauge will be visible from the rear of the truck.

ENGINE COOLER

An auxiliary heat exchanger will be provided for added engine cooling during pump operation. The auxiliary engine cooler will be mounted directly behind the radiator tank and use water from the fire pump during pumping operation. The radiator plumbing will include a drain cock for coolant evacuation.

The control valve for the heat exchanger will be located on the pump operator's panel, and will be a Class-1 quarter turn ball valve with chrome plated handle with an "Auxiliary Cooler" identification tag recessed into the face of the handle.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

PUMP COOLER

The pump will have a bypass cooler line installed from the discharge side of the pump to the water tank to cool the pump during sustained period of operation, when water is not being discharged. The pump cooler control valve, located on the left hand side pump operator's panel, will be a Class-1 quarter turn ball valve with chrome plated handle with an identification tag recessed into the face of the handle.

U.L. TEST POINTS

Two (2) chrome U.L. test plugs will be mounted on the left hand pump operator's panel for testing of vacuum and pressure during the performance test.

PUMP HOUSE LIGHT

One (1) light with integral switch will be provided and installed in the pump house behind the left hand side access doors.

WATER TANK

The tank will be 2000 gallons in capacity. It will be a "Wetside" "T" tank design. The tank will have 1/2" thick floor, 3/4' sidewalls and top. The tank will be constructed of a minimum of 1/2" thick sheet stock.

This material will be non-corrosive stress relieved thermoplastic, black in color and U.V. stabilized, for maximum protection. The tank will be of a special configuration and is so designed to be completely independent of the body and compartments. All exterior tank joints and seems will be tested for maximum strength and integrity. The top of the tank is fitted with removable lifting eyes designed with a 3 to 1 safety factor to facilitate easy removability.

The transverse and longitudinal swash partitions will be manufactured of polypropylene material. All partitions will be equipped with vent and air holes to permit movement of air and water between compartments. The partitions will be designed to provide maximum water flow and meet NFPA rules. All swash partitions interlock with one another and are welded to each other as well as to the walls and floor of the tank.

BAFFLES: The tank will be provided with proper splash baffles according to the latest edition of NFPA Pamphlet 1901. All baffles will be installed using a unique method of inter-locking.

MOUNTING: There will be a heavy duty rubber cushion between the tank sub frame and the tank to absorb road shock and normal chassis torsion.



CHEROKEE COUNTY, GA.
Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker

Overflow 6" w/vent: The water fill tower will be 12" x 12" with a hinged cover that will open if the tank is filled at an excessive rate. There will be a 6" overflow that will discharge underneath the tank, behind the rear wheels. The overflow will terminate 6" above the tank. A poly screen will be in the fill tower to prevent objects from falling into the tank. The fill tower will be located in the left front of the hose bed.

SUMP: The sump will be 8" x 8". It will be located inline with the tank to pump valve, providing a straight line for the suction. There will be an anti-swirl baffle plate attached on the top side.

OUTLETS: In addition to the tank suction valve outlet located in the sump, there will be an outlet provided for the tank fill valve.

TANK COLOR

The tank will be painted to match the cab.

TANK WARRANTY

The tank will have a "Lifetime" warranty provided by the tank manufacturer.

REAR MANUAL DUMP VALVES

There will be three (3) 10" Newton model 1050 steel dump valves with flip-up back plate painted to match the tank, (1) left hand rear, (1) right hand rear and (1) at the center rear of the tank. The valves will be manually actuated with swing arm on each valve. A safety latch will also be provided on each.

2.5" REAR DIRECT TANK FILLS

There will be two (2) external 2.5" direct tank fill ports furnished on the rear of the apparatus, one (1) each side. The tank fills will have 2.5" Akron Brass valves with built-in 30 degree elbow and manual swing type control handles located on each valve. The valves will be painted to match the tank. A chrome plug and chain will be supplied and installed on each valve.

HOSE BODY

Hose bed will be made entirely of 1/2" and 3/4" poly material, free from all sharp objects such as bolts, nuts, etc., to avoid damage to fire hose. Body will be black in color, with a UV rating. The raised black poly hose bed flooring will be provided to allow ventilation under the hose in the hose bed area. Approximately 85 cubic feet of hose bed capacity is provided.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

HOSEBED COVER

The hose bed will have a 16 oz heavy-duty cover. This cover will have bungee cords with chrome hooks across the front and down each side. A flap will be provided at the rear and held in place with (2) bungee chrome hooks. **A stainless steel protection plate will be provided on the rear of the tank where the flap touches.**

BODY SUB-STRUCTURE

The standard sub-frame main members and sub-frame cross-members will be constructed of aluminum 3" x 3" x 1/4" angle, 3" x 2" x 1/4" tubing and 3" x 1/4" channel. The cross-member immediately behind and in front of the rear axle will be provided to form the framework.

The body will be separated from the sub-frame by "ECK" to prevent galvanic corrosion between the aluminum body and steel sub-frame. In addition, the steel sub-frame will be primed and epoxy painted gloss black prior to installing on the chassis frame.

The sub-frame will be attached to the chassis rails with a minimum of four (4) 3/4" grade 8 heavy duty spring loaded bolts, (2) each side at the front to allow flexing and four (4) 3/4" grade 8 bolts at the rear.

The water tank will be separated from the sub-frame by the installation of 1/4" full width & length hard rubber to allow some movement of the tank without damage. The corners of the water tank sub-frame will have angle supports to allow movement, but not allow shifting too far in any direction.

All brackets, supports, pump flanges, and sub-frame components will be bolted to the frame rail sides only. No holes will be drilled in the frame flanges. No welding will be allowed on the frame rail sides or flanges.

All aluminum welding will be done electrically, using 4043 aluminum welding wire, and will follow American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum. All body parts and attachments made from dissimilar metals will be fastened to the body utilizing a gasket or nylon washers between the parts, to prevent metal to metal contact to prevent chemical corrosion. All fasteners used in attaching components will be stainless steel.



CHEROKEE COUNTY, GA.
Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker

BODY CONSTRUCTION

The body compartments will be fabricated entirely of painted smooth aluminum.

Each compartment will be 100% welded on all exterior front seams with MIG spot welds on the rear and interior seams for maximum strength. All major structural mounting bolts will be grade five type with locking style nuts.

All 1/4" or smaller mounting bolts, nuts and trim screws used in body construction will be of stainless steel construction for rust prevention and a lasting appearance while providing maximum strength. All fasteners will be removed easily with standard tools. Wherever possible, all fasteners will have locking style nuts or will be threaded into panel and locked by an acorn nut, to eliminate loosening fasteners.

All screws that do not have locking nuts will have threads coated with lock-tite. Acorn nuts will be used throughout the body to prevent the possibility of snags and injuries, including fasteners which protrude into compartments and hose bed.

The entire sub-frame assembly for the body will be fabricated of primered and gloss black painted structural steel.

COMPARTMENTATION

The following compartments will be fabricated from painted smooth aluminum.

L1: Street Side, forward of axle (38.3 Cubic Feet of Storage Capacity – No Exception)

Size: 72" wide x 34" high x 27" deep

Door Opening: 66" wide x 25" high (No Exception)

Type door: **One (1) natural aluminum roll-up door.**

L2: Street Side, rearward of axle (25.5 Cubic Feet of Storage Capacity – No Exception)

Size: 48" wide x 34" high x 27" deep

Door Opening: 42" wide x 25" high (No Exception)

Type door: **One (1) natural aluminum roll-up door.**

HIGH SIDE COMPARTMENTS

Two (2) high side compartments will be provided and mounted over the lower compartments on the left hand side of the body. The compartments will be constructed from poly material and will be incorporated into the tank side. They will be 72" wide x 38" high x 12" deep each with a door opening of 66" wide x 29" high. Each will have a natural aluminum roll-up door.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

R1: Curb Side, forward of axle (38.3 Cubic Feet of Storage Capacity – No Exception)

Size: 72" wide x 34" high x 27" deep

Door Opening: 66" wide x 25" high (No Exception)

Type door: **One (1) natural aluminum roll-up door.**

R2: Curb Side, rearward of axle (25.5 Cubic Feet of Storage Capacity – No Exception)

Size: 48" wide x 34" high x 27" deep

Door Opening: 42" wide x 25" high (No Exception)

Type door: **One (1) natural aluminum roll-up door.**

B1: Center Rear, under dump valve (4.4 Cubic Feet of Storage Capacity – No Exception)

Size: 46" wide x 14" high x 12" deep

Type door: **OPEN – No Door**

SWEEP-OUT CONSTRUCTION

All side body compartments will have sweep out type floors. All compartments will be made to the largest practical dimensions to provide maximum storage capacity for fire department equipment. All dimensions are plus/minus 2". All compartments will have aluminum vents on the top rear wall of the compartment. An aluminum cover will be provided and installed on the outside of the compartment to shield water from entering the compartment at the vent area. In conjunction with the steel sub-structure, each compartment floor will have the capacity to hold 1,000# of equipment.

ROLL UP DOOR CONSTRUCTION

Each exterior compartment will have a **Gore-Tite** brand roll up door installed. The roll up doors are constructed from natural finished anodized aluminum extruded slats, which have a flexible seal between each slat for proper sealing of the door. Each door will be equipped with a latch type lift mechanism, which latches at the bottom of the door mounting extrusion.

"WATER DAM" DOOR SEALS

Each compartment that is equipped with a rollup door will have a "Water Dam" sill installed in the bottom of the compartment to reduce water and other liquids from entering the compartments. The door sill will act as a scuff plate to reduce paint damage from equipment.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

REAR FENDERS

Two (2) single style painted smooth aluminum fender assemblies will be included on each side of the vehicle over the wheels of the single axle. Reinforcements will be provided at the rear and center areas to reduce movement during truck operation. Black rubber fenderettes will be provided and installed around each wheel well.

(4) SINGLE SCBA BOTTLE STORAGE COMPARTMENTS

A total of **four (4) individual SCBA bottle compartments** will be installed on the vehicle. Two (2) compartments with access doors will be provided, one (1) to the front and one (1) to the rear of the rear wheel well area, on each side. Each compartment will be constructed from aluminum with rubber matting or poly. Each compartment will have a stainless access door with stainless steel hinge and a "push-button" positive latch. Rubber will outline the inner surface on the access door.

RUNNING BOARDS

Running boards will be fabricated of NFPA-1901 compliant aluminum tread plate supported by the structural steel sub-frame. The running boards when apparatus is fully loaded will have a maximum ground clearance of 24" when sitting on a level surface. They will be flanged down to provide added strength and rigidity and to prevent cutting of hands while washing the apparatus.

REAR TAILBOARD

Rear step will be constructed of NFPA-1901 compliant aluminum tread plate supported by the structural steel sub-frame. The tailboard when apparatus is fully loaded will have a maximum ground clearance of 24" when sitting on a level surface. The tailboard will be flanged down to provide added strength and rigidity and to prevent cutting of hands while washing the apparatus. Rear step will be spaced away from body a minimum of 1/4". The rear step will be 8" deep and run the entire width of the apparatus.

ALUMINUM RUB RAIL

Protective rub rails will be provided on each side of the apparatus, along the lower edges of the body below the compartment doors. The rub rails will be fabricated of 1.5" aluminum flatbar extrusion with a natural finish. The rub rails will be attached to the body with stainless steel bolts and will protrude beyond the outer surface of the apparatus body to protect it while loading and unloading fire fighting equipment.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

ACCESS STEPS

The following areas will have steps installed;

Three (3) chrome folding steps will be on the left rear of the vehicle.

Three (3) chrome folding steps will be on the right rear of the vehicle.

HANDRAILS

All handrails used on apparatus will be 1-1/4" diameter "knurled" aluminum tube supported at each end by a chrome plated stanchion. All rails will be designed and mounted to reduce the possibility of hand slippage and to avoid snagging of hose, equipment, or clothing. Drain holes will be provided in the bottom of all vertically mounted assist handles. Handrails will be installed in the following locations:

One (1) 24" vertical handrail will be on the left rear side of the tank.

One (1) 24" vertical handrail will be on the right rear side of the tank.

HARD SUCTION HOSE STORAGE

Two (2) smooth natural aluminum trays will be provided and mounted on the right side of the water tank on integral poly "Uni-Strut" and aluminum mounting brackets. Each hose tray will have the capacity for one (1) HSH each to be secured to the trays by two (2) Velcro straps on each tray.

HARD SUCTION

The vehicle will be equipped with two (2) 10' sections of 6" PVC flexible suction hose, coupled with Hard Coat aluminum 6" LHFNST x 6" MRLNST .

BARREL STRAINER

A 6" barrel strainer will be provided and shipped loose.

RECESSED HORIZONTAL LADDER COMPARTMENT

A horizontal ladder compartment will be provided and recessed in the center rear thru the water tank, above the rear dump. The compartment will have capacity to hold (1) 24' aluminum 2-section extension ladder, (1) 14' aluminum roof ladder, (1) 10' folding ladder and two (2) pike poles. A vertically hinged painted smooth aluminum door assembly with positive latch will be provided to hold the ladders & pike poles in place.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

LADDERS

The following aluminum ladders will be included:

- One (1) 24' 2-section extension ladder
- One (1) 14' roof ladder
- One (1) 10' folding ladder

WHEEL CHOCKS

A set of aluminum wheel chocks will be provided and installed under the compartments on the left hand side forward of the rear axle.

BAG of FASTNERS

A bag on stainless steel nuts, bolts, screws and washers

ELECTRICAL STANDARDS

All wiring and electrical equipment will meet N.F.P.A. 1901 (2009 edition) and SAE standards. All lighting and reflectors will meet Federal Motor Vehicle Standards. The optical warning system on the fire apparatus will be capable of two separate signaling modes during emergency operations. One mode will signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for the right of way.

The other mode will signal that the apparatus is stopped and is blocking the right of way. The parking brake switch will determine, through the use of switching, which mode the emergency lighting is in. The optical warning devices will be constructed or arranged to avoid the projection of light either directly or through mirrors into any driving or crew compartments.

Illumination will be provided for controls switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus and the equipment provided on it. Where external illumination is provided, it will be a minimum of 5 foot-candles (54 lux) on the face of the device. Where external illumination is provided, it will be a minimum of 4 foot lamberts.

Hydraulic lines, air system tubing, control cables, and electrical lines will be clipped to the frame or body structure of the apparatus and will be furnished with protective heat looms and/or grommets at each point where they pass through body panels or structural members.

Note: All accessory wiring on the water tank will be run through conduit inside the tank.



CHEROKEE COUNTY, GA.

Specifications: 1500 GPM Pump/2000 Gallon Tank NFPA-1901 (2009) Edition Pumper/Tanker

Where any through-the-frame connector is provided, any such connector and wiring will also be protected from shear or tear. All accessory wiring on the water tank will be run through conduit inside the tank.

Wiring will be provided with properly rated low voltage over current automatic resetting protective devices. (The headlight circuit breaker will be of the automatic reset frier type).

Such devices will be readily accessible and protected against excessive heat, damage and water spray. Switches, relays, terminals, and connectors will have a direct current rating of 125 percent of maximum current for which the circuit is protected.

LOAD MANAGEMENT SYSTEM (LMS)

A Kussmaul Load Manager 1901 will be provided and installed on the vehicle. The Load Manager 1901 is designed to meet and exceed all the requirements of NFPA 1901. The system will sequence a total of eight (8) loads.

Load shedding is accomplished in two zones; one (1) zone for lights that may be shed when on the road and the other for lights that may be shed at the scene. Selection of shedding modes is through the parking brake switch or the neutral safety switch.

A high voltage detector will be provided to detect when the sensed voltage exceeds 15 volts. High voltage, low voltage and load shedding set points are individually field adjustable. Load shedding priority is determined by the wiring connections to the Load Manager.

A LED read out will be provided and installed in the cab in clear view of the driver to access the function of the Load Manager. A switch will be provided for an emergency to allow shutting off the load manager.

LED DOT LIGHTING

Two (2) LED amber side body running lights will be provided and mounted, one (1) LED amber will be on each side approximately midway between the front and rear axle. **There will be one (1) LED amber turn signal light furnished and mounted in front of the axle if the unit is over 30' long.** There will be seven (7) lights located on the rear of the vehicle. Three (3) of the lights will be LED recessed in the center of the tailboard area and (1) LED recessed each side for use as identification lamps. Two (2) lights will be provided on top stanchions, located as high and wide as possible, one (1) each side, for use as clearance lamps. All required reflectors will be bolted onto body.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

LED TAIL LIGHTS

The two (2) tail/turn/brake lights will be red LED 7" round series. The two (2) back-up lights will be clear LED 7" round series. There will be one (1) set of two mounted each side on rear face of body.

LED COMPARTMENT LIGHTING

LED compartment lights will be provided, (2) in each front enclosed compartment, [one near the top and one near the bottom] and (1) in each side rear enclosed compartment, including any and all special compartments provided with a minimum of 4 cubic feet.

LED DOOR OPEN HAZARD LIGHT

There will be a flashing red LED light located on the cab dash in clear view of the driver. This light will be illuminated automatically whenever any passenger or equipment compartment door is open and the transmission is placed in gear. The light will be marked "Do Not Move Apparatus When Light Is On".

LED LICENSE PLATE LIGHT

A license plate bracket with LED light will be provided and installed on the left hand rear of the body. It will be wired to come on with the headlights.

LED UNDERBODY/CAB GROUND LIGHTS

Six (6) LED clear ground illumination lights, with outward facing aluminum angle brackets will be provided and installed. Two (2) will be located under the cab doors, two (2) will be located to light the side running board area and two (2) will be located to light the rear tailboard area. The lights will activate with the parking brake.

EMERGENCY LIGHTING

Emergency lighting will consist of:

One (1) Code III model 2758nfpa1 58" long NFPA-1901 approved LED lightbar with Permanent Mounts will be provided and installed on the cab roof. It will have twelve (12) "PriZm" LED red lights. They will be located six across the front and two (2) on each end. The lightbar will have clear domes.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

Eight (8) Code III model 45BZR red **SUPER LED** lights mounted in chrome housings will be provided and installed as follows:

- Two (2) in chassis grille (one each side)
- Two (2) to the front/side of the in the front fenders (one each side)
- Two (2) in the center rear wheel well area (one each side)
- Two (2) rear facing near the tail light assembly (one each side)

Two (2) Code III upper warning lights, one (1) A18-CR red LED and one (1) A18-CA amber LED mounted on the Upper Rear stanctions.

SIREN

One (1) Code III model 3672 100/200 watt siren will be furnished and installed between the driver & officer. The hard wired noise canceling microphone will be installed on the dash within easy reach of the driver or officer. The siren will feature Manual, Wail, Yelp, Hyper Yelp, Air Horn, Radio Repeat and Public Address. It will have a one (1) year standard warranty from Code III.

SIREN SPEAKER

There will be a CPI 100 watt cast aluminum siren speaker furnished with a polished trim ring and recessed in the left hand side of the front bumper.

CODE III 12 VOLT SCENE LIGHTS

Two (2) 12 volt "Internal-Optics" scene lights, Code III 88-08 series 7"x 9", will be provided and installed using chrome housings near the top of the tank at the rear [one each side on the rear of the poly stanctions]. They will be switched in the cab.

12 VOLT TELESCOPING LIGHTS

Two (2) 12 volt Akron "Daymaker" telescoping lights with (3) 200,000 CP Spot Bulbs will be provided and mounted, (1) each side behind the pump panel, on the side wall of the water tank. Each light will be mounted on a push-up, telescopic pole with a knurled twist lock mechanism to secure the extension pole in position. The lights will be wired to the chassis electrical system with a curled pig-tail. An "On-Off" switch will provided and located on each light head. Brushed stainless steel scuff plates will be provided and installed on the tank side behind the light heads for protection of the painted surface.



CHEROKEE COUNTY, GA.

**Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker**

WATER TANK PAINT

The "Wet-Wall" poly water tank will be primed and painted to Fire Apparatus industry standards using PPG topcoat paint for durability and long lasting finish. The finished coat will be buffed as necessary to provide a lustrous finish. The paint color will match the cab.

COMPARTMENT INTERIOR COATING

The interior of the compartments will be coated with a "Truck Bed Liner" material which features an excellent scratch resistance surface. The color will be light gray.

TOUCH-UP PAINT

A container of touch-up paint will be provided to match the cab color.

REFLECTIVE STRIPING

NFPA-1901 (2009 Edition) 15.9.3* Reflective Striping: A retro-reflective stripe(s) will be affixed to at least 50 percent of the cab and body length on each side, and at least 25 percent of the width of the front of the apparatus. **The stripe or combination of stripes will be a minimum of 4 in. (100 mm) in total width.** A graphic design will be permitted to replace all or part of the required striping material if the design or combination thereof covers at least the same perimeter length(s) required.

At least of 50% of the rear vertical surfaces of the apparatus will be equipped with a minimum 6 inch alternating red and yellow chevron retro-reflective striping sloping downward and away from the centerline of the vehicle at an angle of 45 degrees.

LETTERING

Up to sixty (60) 3" "Gold Reflective" or "Burlled Imitation Gold Leaf" vinyl letters will be provided with black shading and borders. **NOTE:** The Fire Department Will Provide Lettering Layout with Photos to Successful Bidder.



CHEROKEE COUNTY, GA.
Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker

MANUFACTURING LABELS

A permanent plate will be mounted in a compartment specifying the quantity and type of the following fluids that may be used in the apparatus for normal maintenance. Where a fluid is not applicable to the unit, the plate will be marked N/A to inform the service technician who may not be familiar with the apparatus.

- Engine oil
- Engine coolant
- Transmission fluid
- Pump transmission fluid
- Drive axle fluid
- Air conditioning refrigerant
- Power steering fluid
- Transfer case fluid
- Air compressor system lubricant
- Front tires air pressure
- Rear tires air pressure

NFPA-1901 REQUIRED LABELS:

SEAT BELT SIGN: An accident prevention sign stating "**Danger Personnel Must Be Seated and Seat Belts Must Be Fastened While Vehicle Is In Motion**" will be visible from each seating position.

SEATING CAPACITY SIGN: A permanent sign will be installed in the drivers compartment specifying the maximum number of personnel the vehicle is designed to carry (seating capacity) per NFPA standards. It will be located in an area visible to the driver and will read "**SEATING CAPACITY (2)**".

ACCIDENT PREVENTION SIGN: An accident prevention sign stating "**Danger Do Not Ride On Rear Step While Vehicle Is In Motion, Death Or Serious Injury May Result**" will be placed so it is visible from the rear step of the vehicle. A similar sign will be placed on the top mount walkway. (If provided)

SUCTION INLET SIGN: The valve inlet located at the pump operator's position will be provided with a permanent label that states "**Warning Death Or Serious Injury Could Occur If Inlet Is Supplied By A Pressurized Source When The Valve Is Closed**".



CHEROKEE COUNTY, GA.
Specifications: 1500 GPM Pump/2000 Gallon Tank
NFPA-1901 (2009) Edition Pumper/Tanker

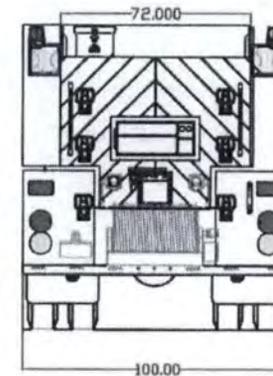
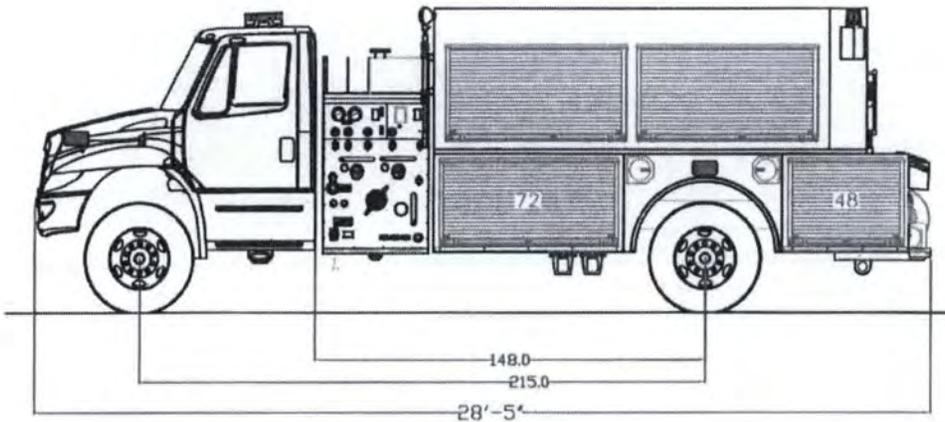
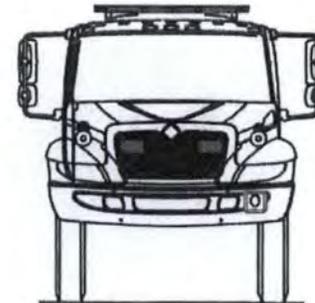
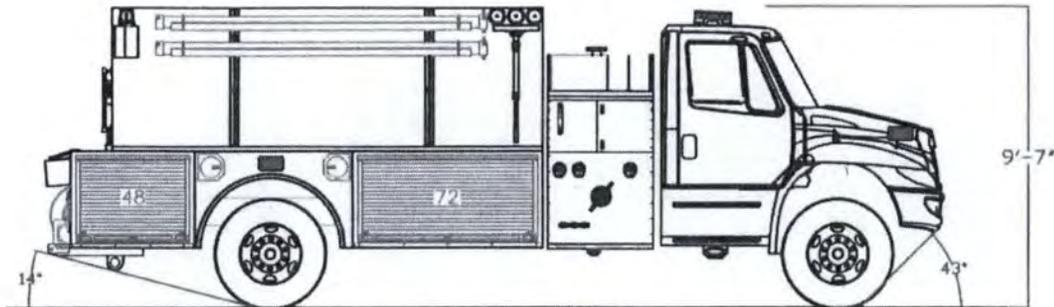
OVERALL TRAVEL CLEARANCE PLATE: There will be a travel clearance warning label located in the chassis cab. The travel clearance warning label will be located in easy view of the driver. The travel clearance warning label to include the following information: **Overall travel clearance height in feet and inches.**

GVW SIGN: The contractor will supply the final manufacturer's furnished certification of GVWR and GAWR on a nameplate affixed to the vehicle.

SHIFT SELECTOR SIGN: A nameplate indicating the “Chassis Transmission Shift Selector Position for Pumping” will be provided in the driving compartment and located so that it can be easily read from the driver's position.

TYPE OF FUEL SIGN: A “Diesel Fuel Only” name tag will be attached to fuel fill access door.

FINAL STAGE LABEL: A nameplate will certify that the completed vehicle conforms to the motor vehicle safety standards previously certified by the chassis manufacturer and that the final stage Manufacturer has not altered the certification. All nameplates and instruction plates will be metal or plastic with the information permanently engraved, stamped, or etched thereon. Metal nameplates to be installed with plated screws. All nameplates will be mounted in a conspicuous place.



Approved: _____ Date: _____

Vehicle shown may contain optional equipment available at additional cost.

Chassis International 4400

Southern Fire
Service & Sales

229 Confederate Ave
Jasper, GA 30143
Ph. (800) 293-1972
Fax (706) 253-0019

Serial Number _____

Date 6-5-13 Rev. -

Dwg. No. T2K-F2SR1



229 Confederate Ave.
Jasper Ga. 30143
800-293-1972

Statement of Warranty ONE (1) YEAR

Southern Fire Service & Sales (the "Company") warrants each new fire and rescue apparatus manufactured by it, if used in a normal and reasonable manner, against defects in material, or workmanship for a period of one (1) year or 100,000 miles, the parts & labor to the original purchaser starting the day of final delivery. Our obligation under this warranty is strictly limited to repairing or replacing, as the Company may elect any defective part.

Southern Fire Service & Sales reserves the right to require any such repairs to be made either at a Company owned service facility or another Company approved service facility at the Company's option. Transportation cost to and from the service facility location, are the responsibility of the user-purchaser.

Southern Fire Service & Sales warranty shall not apply to:

- 1) Normal adjustments and maintenance services,
- 2) Normal wear parts
- 3) Failure resulting from the apparatus being operated in a manner or for a purpose not recommended by **Southern Fire Service & Sales**
- 4) Any apparatus which have been repaired, modified or altered in any way so as, in the Company's sole judgment, to have adversely affected the units stability or reliability
- 5) Items subjected to misuse, negligence or improper maintenance
- 6) Loss of time or use of the vehicle, inconvenience or other incidental expense

Nothing in this warranty shall make **Southern Fire Service & Sales** liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect in the vehicle.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Southern Fire Service & Sales reserves the right to make design changes or improvements in it's products without imposing any obligation upon itself to change or improve previously manufactured products.



229 Confederate Ave.
Jasper Ga. 30143
800-293-1972

Statement of Warranty FIVE (5) YEAR

Southern Fire Service & Sales (the "Company") warrants each new fire and rescue apparatus manufactured installed electrical, if used in a normal and reasonable manner, against electrical defects in wiring for a period of five (5) years or 100,000 miles, the parts & labor to the original purchaser starting the day of final delivery. Our obligation under this warranty is strictly limited to repairing or replacing, as the Company may elect any defective part.

Southern Fire Service & Sales reserves the right to require any such repairs to be made either at a Company owned service facility or another Company approved service facility at the Company's option. Transportation cost to and from the service facility location, are the responsibility of the user-purchaser.

Southern Fire Service & Sales warranty shall not apply to:

- 1) Normal adjustments and maintenance services,
- 2) Normal wear parts
- 3) Failure resulting from the apparatus being operated in a manner or for a purpose not recommended by **Southern Fire Service & Sales**
- 4) Any apparatus which have been repaired, modified or altered in any way so as, in the Company's sole judgment, to have adversely affected the units stability or reliability
- 5) Items subjected to misuse, negligence or improper maintenance
- 6) Loss of time or use of the vehicle, inconvenience or other incidental expense

Nothing in this warranty shall make **Southern Fire Service & Sales** liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect in the vehicle.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Southern Fire Service & Sales reserves the right to make design changes or improvements in it's products without imposing any obligation upon itself to change or improve previously manufactured products.



229 Confederate Ave.
Jasper Ga. 30143
800-293-1972

Statement of Warranty TEN (10) YEAR BODY

Southern Fire Service & Sales (the "Company") warrants each new fire/rescue body manufactured by it, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years or 100,000 miles, the parts & labor to the original purchaser starting the day of final delivery. Our obligation under this warranty is strictly limited to repairing or replacing as the Company may elect any defective body structure part.

Southern Fire Service & Sales reserves the right to require any such repairs to be made either at a Company owned service facility or another Company approved service facility at the Company's option. Transportation cost to and from the service facility location, are the responsibility of the user-purchaser.

Southern Fire Service & Sales warranty shall not apply to:

- 1) Normal adjustments and maintenance services,
- 2) Normal wear parts
- 3) Failure resulting from the apparatus being operated in a manner or for a purpose not recommended by **Southern Fire Service & Sales**
- 4) Any apparatus which have been repaired, modified or altered in any way so as, in the Company's sole judgment, to have adversely affected the units stability or reliability
- 5) Items subjected to misuse, negligence or improper maintenance
- 6) Loss of time or use of the vehicle, inconvenience or other incidental expense

Nothing in this warranty shall make **Southern Fire Service & Sales** liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect in the vehicle.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Southern Fire Service & Sales reserves the right to make design changes or improvements in it's products without imposing any obligation upon itself to change or improve previously manufactured products.



229 Confederate Ave.
Jasper Ga. 30143
800-293-1972

Statement of Warranty TEN (10) YEAR PAINT/CORROSION

Southern Fire Service & Sales (the "Company") warrants each new fire and rescue apparatus manufactured by it, if used in a normal and reasonable manner, against rust through, blistering, peeling or cracking of painted surfaces for a period of ten (10) years or 100,000 miles, parts & labor to the original purchaser starting the day of final delivery. Our obligation under this warranty is strictly limited to repairing or repainting, as the Company may elect any defective part.

Southern Fire Service & Sales reserves the right to require any such repairs to be made either at a Company owned service facility or another Company approved service facility at the Company's option. Transportation cost to and from the service facility location, are the responsibility of the user-purchaser.

Southern Fire Service & Sales warranty shall not apply to:

- 1) Normal adjustments and maintenance services,
- 2) Normal wear parts
- 3) Failure resulting from the apparatus being operated in a manner or for a purpose not recommended by **Southern Fire Service & Sales**
- 4) Any apparatus which have been repaired, modified or altered in any way so as, in the Company's sole judgment, to have adversely affected the units stability or reliability
- 5) Items subjected to misuse, negligence or improper maintenance
- 6) Loss of time or use of the vehicle, inconvenience or other incidental expense

Nothing in this warranty shall make **Southern Fire Service & Sales** liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect in the vehicle.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Southern Fire Service & Sales reserves the right to make design changes or improvements in it's products without imposing any obligation upon itself to change or improve previously manufactured products.



229 Confederate Ave.
Jasper Ga. 30143
800-293-1972

Statement of Warranty

TEN (10) YEAR STAINLESS STEEL PLUMBING

Southern Fire Service & Sales (the "Company") warrants each new fire body manufactured using stainless steel plumbing, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years or 100,000 miles, the parts & labor to the original purchaser starting the day of final delivery. Our obligation under this warranty is strictly limited to repairing or replacing as the Company may elect any defective stainless steel plumbing part.

Southern Fire Service & Sales reserves the right to require any such repairs to be made either at a Company owned service facility or another Company approved service facility at the Company's option. Transportation cost to and from the service facility location, are the responsibility of the user-purchaser.

Southern Fire Service & Sales warranty shall not apply to:

- 1) Normal adjustments and maintenance services,
- 2) Normal wear parts
- 3) Failure resulting from the apparatus being operated in a manner or for a purpose not recommended by **Southern Fire Service & Sales**
- 4) Any apparatus which have been repaired, modified or altered in any way so as, in the Company's sole judgment, to have adversely affected the units stability or reliability
- 5) Items subjected to misuse, negligence or improper maintenance
- 6) Loss of time or use of the vehicle, inconvenience or other incidental expense

Nothing in this warranty shall make **Southern Fire Service & Sales** liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect in the vehicle.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Southern Fire Service & Sales reserves the right to make design changes or improvements in it's products without imposing any obligation upon itself to change or improve previously manufactured products.



Hale Products Inc. • A Unit of IDEX Corporation
700 Spring Mill Avenue • Conshohocken, PA. 19428
Phone: 610-825-6300 • Fax: 610-825-6440
www.haleproducts.com

Hale Products Inc. Limited Standard Warranty (Fire Service Applications Only)*

EXPRESS WARRANTY: Hale Products, Incorporated ("Hale") hereby warrants to the original buyer that products manufactured by Hale are free of defects in material and workmanship for a period of five (5) years from the date the product is first placed into service or five and one-half (5-1/2) years from date of shipment by Hale, whichever period shall be first to expire. Within this warranty period Hale will cover parts and labor for the first two (2) years and parts only for years three (3) through five (5).

LIMITATIONS: HALE'S obligation is expressly conditioned on the Product being:

- Subjected to normal use and service.
- Properly installed and maintained in accordance with HALE'S Instruction Manual and Industry Standards as to recommended service and procedures.
- Not damaged due to abuse, misuse, negligence or accidental causes.
- Not altered, modified, serviced (non-routine) or repaired other than by an Authorized Service facility.
- Manufactured per design and specifications submitted by the original buyer.
- Used with an appropriate engine as determined by the engine manufacturers published data.
- Excluded are normal wear items identified as but not limited to packing, strainers, anodes, filters, light bulbs, intake screens, wear rings, mechanical seals, etc.

THE ABOVE EXPRESS LIMITED WARRANTY IS EXCLUSIVE. NO OTHER EXPRESS WARRANTIES ARE MADE. SPECIFICALLY EXCLUDED ARE ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; COURSE OF DEALING; USAGE OF TRADE; OR PATENT INFRINGEMENT FOR A PRODUCT MANUFACTURED TO ORIGINAL BUYER'S DESIGN AND SPECIFICATIONS.

EXCLUSIVE REMEDIES: If Buyer promptly notifies HALE upon discovery of any such defect (within the Warranty Period), the following terms shall apply:

- Any notice to HALE must be in writing, identifying the Product (or component) claimed defective and circumstances surrounding its failure.
- HALE reserves the right to physically inspect the Product and require Buyer to return same to HALE'S plant or Authorized service Facility.
- In such event, Buyer must notify HALE for a Return Goods Authorization number and Buyer must return the Product F.O.B. within (30) days thereof.
- If determined defective, HALE shall, at its option, repair or replace the Product, or refund the purchase price (less allowance for depreciation).
- HALE's reimbursement covers only the standard labor and Hale components required for the removal, repair, and/or re-installation of HALE supplied Product.
- HALE's reimbursement does not cover the standard labor or components for the removal and reinstallation of non-HALE supplied components.
- Absent proper notice within the Warranty Period, HALE shall have no further liability or obligation to Buyer therefore.

THE REMEDIES PROVIDED ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. IN NO EVENT SHALL HALE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE; PERSONAL INJURY; DAMAGE TO REAL OR PERSONAL PROPERTY DUE TO WATER OR FIRE; TRADE OR OTHER COMMERCIAL LOSSES ARISING, DIRECTLY OR INDIRECTLY OUT OF PRODUCT FAILURE.



* Portable and float pumps, non-fire service applications, skids and trailer products sold by Hale are not covered by this warranty document.



Plastic Fabricating, Inc.

E-mail: sales@aprtanks.com

Web site: www.aprtanks.com

2312 Cass St.
Fort Wayne, IN 46808
Ph. (260) 482-8523 . Fax (260) 483-5616

Limited Lifetime Warranty – Fabricated Fire Vehicle Tanks

APR Plastic Fabricating, Inc. , hereinafter referred to as **Seller**, warrants that these goods manufactured and sold by **Seller** will be free from defects in material and workmanship for a period of time equal to the service life of the original vehicle in which they were installed (one year maximum outside North America). For this warranty to have full effect, the vehicle must be in active service (for it's designed purpose) at the time any defect is discovered.

This warranty is transferable (subject to the approval of the **Seller**) within North America by written notification of **Seller** within thirty (30) days of vehicle transfer date.

Seller's obligation under this warranty is solely limited to repairing or replacing, at **Seller's** option, F.O.B. manufacturing plant, any part of the goods found to be defective within the warranty period. Reasonable costs to remove and reinstall defective product incurred by vehicle manufacturer, or its specific assigns, will be payable by **Seller**. Costs for travel outside North America will not be covered under this warranty.

This warranty is conditioned upon receipt by **Seller** of prompt notice of the claimed defect, including a description of the defect and of its discovery, substantiating photographs, and an opportunity made for **Seller** (or it's assigned agents) to inspect the goods in the buyer's or end user's facility. Notification must be made in writing or by calling Toll Free 1-800-352-8265. **Seller** will dispatch a repair technician within **48** hours of notification in the event the vehicle has been rendered out-of-service (Response time only valid in North America). **Seller** will send a repair technician to arrive at a mutually satisfactory time if the vehicle is still in service. Product must be identifiable by serial number for this warranty to be effective.

This warranty does not apply to goods damaged by misuse, neglect, accident, or physical damage to goods that have been improperly applied. This warranty does not apply to the costs of installation, reinstallation, normal operation, or normal maintenance of any warranted goods.

Installation or modification (subsequent to initial sale) performed by **Seller** will be covered under separate warranty.

Any alteration of warranted goods by persons other than **Seller**, or its specific assigns, will void warranty.

Seller makes no additional warranties, either express or implied, as to any of the goods sold and in particular Seller makes no other warranties of merchantability or fitness for any particular purpose.

In no event shall **Seller** be liable for failure of the goods to comply with any federal, state or local laws or for incidental or consequential damages including loss of profits, or any other type of damage which may be caused in whole or in part by any failure, defect or other problem of the goods sold by seller.

The above is intended to apply to product described in **Seller's** quote or purchase agreement number

QT/Serial#: SOFI0101047PPF DWG#: Van TX-2000 PO#: 11297

This Warranty Certificate is Valid only if signed by Seller's authorized representative.

Signed: Phil Falls

Date: January 05, 2006

EXHIBIT "G"

CLARIFICATIONS ON SPECIFICATIONS & WARRANTY

SPECIFICATION CLARIFICATIONS:

1. Class-1 "Total Pressure Governor" specification beginning page 18 of Exhibit E to be replaced, at no additional charge, with the following:

HALE DISCHARGE RELIEF VALVE

A Hale variable relief valve system will be provided and designed to automatically relieve excessive pump pressure when operating from draft. The system will self-restore to the non-relieving position when excessive pressure is no longer present. The relief valve system will be totally mechanical and consist of an internal relief valve to bypass water to the suction side of the pump and a single panel mounted control valve to provide complete control of pump pressure to the pump operator.

A single panel mounted chrome hand wheel control will permit the pump operator to "set" a desired relief pressure for the internal relief valve. The panel control will have an easy to read and easy to set adjustment with indication of pressure setting. The relief valve system will function by monitoring and controlling pump pressure and relieve excessive pressure by first utilizing the internal relief valve (returning flow to the pump suction).

The external relief (dump) valve will be mounted on the discharge side of the pump where discharged water flowing through the valve provides a self-cleaning process and virtually eliminates the possibility of the valve remaining in an open position due to contamination. One amber light will illuminate when the internal relief valve is open.

REMOTE HAND THROTTLE

Class-1 "VERNIER" hand throttle will be installed on the left side pump operator's panel. The case and control knob shall be waterproof and machined from anodized aluminum, with dimensions not to exceed 2.5diameter and 4deep. The control knob shall be 2in diameter with a serrated grip, no mechanical stops, and have a red idle push button in the center.

The remote throttle will allow setting of the engine RPM to idle when the pump engaged interlock signal is recognized regardless of the control knob position. It will use optical technology to detect the direction and speed of the control knob when it is rotated. The remote hand throttle will be installed on the diesel engine.

ENGINE ENFO IV

The pump house will be equipped with a Class 1 ENFO IV Engine Information Display for the pump operator's panel. The ENFO IV will provide engine RPM, system voltage display and alarm, engine oil pressure display and alarm, and engine temperature display and alarm.

The ENFO IV is available in English and utilizes SAE J-1587 data bus for its information, and does not require any additional sensors to be mounted.

2. Rear Manual Dump Valves – page 26 of Exhibit F; the Triple Dump System deletes the elbow and extension. However, these can be provided, at no additional charge, if wanted/required by Cherokee County Fire and Emergency Services.
3. Compartment Configuration – changes to Compartmentation outlined in page 25 of Exhibit F and further clarified below:

Consultant's compartments will be the following with the triple dump configuration:

L2: Street Side, rearward of axle (13.5 Cubic Feet of Storage Capacity – No Exception)

Size: 48" wide x 18" high x 27" deep

Door Opening: 44" wide x 14" high (No Exception)

Type door: One (1) painted aluminum double-pan slam door with wire stop.

R2: Curb Side, rearward of axle (13.5 Cubic Feet of Storage Capacity – No Exception)

Size: 48" wide x 18" high x 27" deep

Door Opening: 44" wide x 14" high (No Exception)

Type door: One (1) painted aluminum double-pan slam door with wire stop.

WARRANTY CLARIFICATIONS:

1. Electrical Warranty – five (5) year; Warranty included in Exhibit G replaces electrical warranty included in Exhibit F.
2. Chassis Warranty further outlined in Exhibit G.1, attached and incorporated hereto.
3. Drivetrain Warranty is thirty-six (36) months with unlimited miles as per email of June 27, 2013 from Joshua Little to Dale Jordan.
4. All other Warranty information contained in Exhibit F is complete, accurate and effective throughout term of this Agreement.

**LIMITED WARRANTY FOR MODELS
1000, 4000, DURASTAR® SERIES**

*Effective with vehicles built July 12, 2011 or later.

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle which proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverage's below. Exceptions are listed below:

BASIC VEHICLE COVERAGE	Months	Miles
Basic Vehicle Warranty (Feature Code 40024) (See exceptions listed below)	24	Unlimited
*Note-Items not listed in warranty exceptions follow base warranty		
Warranty Exceptions		
CHASSIS COVERAGE	Months	Miles
Frame side rails	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
ENGINE COVERAGE	Months	Miles
Non-Rescue Applications		
MaxxForce® 7 Engine (Includes DPF)	36	150/240
MaxxForce® 9 Engine (Includes DPF)	36	150/240
MaxxForce® DT Engine (Includes DPF)	36	150/240
MaxxForce® 7 Engine glow plugs, relay, harness/connector (07 EPA)	12	Unlimited
Rescue Application Only (Fire Truck, Ambulance, Emergency)		
MaxxForce® 7 Engine (Includes DPF)	60	100/160
MaxxForce® 9 Engine (Includes DPF)	60	100/160
MaxxForce® DT Engine (Includes DPF)	60	100/160
MaxxForce® 7 Engine glow plugs, relay, harness/connector (07 EPA)	36	Unlimited
DRIVETRAIN		
Meritor Axles (DuraStar model)	36	Unlimited
MISCELLANEOUS COVERAGE	Months	Miles
Batteries	12	Unlimited
Brightwork, Chassis Paint and Corrosion (other than Cab)	6	Unlimited
Hood/Cab Paint	12	Unlimited
FIRST 90 DAYS FROM DELIVERY TO USER (DTU)		
Correction of loose fasteners, squeaks, rattles and unusual noises		
Towing (unless specific stated coverage above)		
Adjustments and Maintenance (e.g. aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels.		

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

- **COMPONENTS / ITEMS:**
 - Warranted by their respective manufacturers (e.g., non-Navistar brand engines, tires, Allison Transmissions, Eaton Hybrid components, lubricants, etc.)
 - Bodies, equipment, and accessories installed by other than authorized Navistar Truck employees at Navistar Truck manufacturing plants.
 - Front and rear axle alignment.
- **REPAIRS & MAINTENANCE:**
 - Maintenance-related items/repairs, or those as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication and other similar procedures/parts required to keep vehicle in good working condition.
 - Failures that are the result of poor fuel quality, water in fuel, rust, etc.
 - Vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision.
 - Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.
 - Failure to observe published capacity or load specifications for engine, transmission, propshaft, axles (power train) and suspension.
- **OTHER:**
 - Vehicles sold and/or operated outside the United States and Canada.
 - Vehicles/components which have had unauthorized alterations or modifications.
 - Vehicles on which the odometer reading has been altered.
 - Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses.
 - Replacement of defective parts with parts other than those provided by Navistar, Inc.

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

EXHIBIT "G.1"

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU (delivery to end user) to purchase an extended warranty on the unit. For extended warranty purchases between, 181 through 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new Navistar vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:
I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

_____	_____	_____	_____
Customer Signature	Date		
_____	_____	_____	_____
Owner's Address	City	State/Prov	Postal Code
_____	_____	_____	_____
Truck Model	Vehicle Identification Number		
_____	_____	_____	_____
Engine Number	Engine Serial Number		
_____	_____	_____	_____
Date Delivered to User (DTU)	Odometer Reading at Delivery		

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

Cherokee County Planning Commission
Public Hearing
Agenda
Tuesday, July 2, 2013
7:00 p.m.

New Cases

Case #13-07-008 Ben Snow requesting to rezone 24.856 acres from R-80 to AG. If rezoned, the property will be utilized for residential and agricultural uses. The property owned by Ben Snow is located at 233 Dry Pond Lane in Land Lot 281 of the 13th District, 2nd Section of Cherokee County, Georgia and indicated as parcels 50 and 51 on Tax Map 13N06.

Case #13-07-009 South Ball Ground, LLC requesting to rezone 28.85 acres from LI to R-15. If rezoned, the property will be utilized for a residential subdivision. The property owned by South Ball Ground, LLC is located on Ball Ground Highway and South Sharp Mountain Church Lane in Land Lots 212, 213, 220 and 221 of the 3rd District, 2nd Section of Cherokee County, Georgia and indicated as parcels 027 and 027A on Tax Map 03N02.

These parcels are located in the City of Ball Ground

Other Items

Approval of June 4, 2013 Minutes.