

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

August 20, 2013

3:00 p.m.

Cherokee Hall

AGENDA

1. Discussion on 2012 Digest Ratio Study by John Adams.
2. Review Etowah Community Options.
3. Discussion on Capital Improvement Element (CIE) and Annual Impact Fee Report by Margaret Stallings.
4. Discussion of Regular Agenda Items.

Executive Session to Follow



Cherokee County, Georgia Agenda Request

SUBJECT: 2012 Digest Sales Ratio Study
SUBMITTED BY: John Adams

MEETING DATE: 08/20/2013

COMMISSION ACTION REQUESTED:

Consider appealing sales ratio study.

FACTS AND ISSUES:

On July 29th we received our copy of the 2012 Digest Sales Ratio Study from the Department of Audits. This study showed our overall ratio to be at 36.87. After reviewing this study we believe, along with several other Counties, that the "look forward" method the Department of Audits is using is not being performed in the manner it should be. Values we had established for January 1, 2012 were compared to sales that occurred up to December 31, 2012. While this method is acceptable by IAAO standards, since the market began to improve around July of 2012, the later sales make our ratio too low because the Department of Audits did not make time adjustments to those sales. Also, we used all the Bank sales and other distressed sales, as required, to derive our market adjustments to the digest while the Department of Audits only used a small sampling of these transactions.

This study shows an assessment level of 36.87 which will require the assessments of the public utilities to be lowered to that level for 2013 taxes. This will result in an overall loss of revenue of \$120,000 for the County unless the new utilities values go up for this year. We will not receive these values from the Dept. of Revenue until sometime in October or November. After our staff reviewed the study we feel that it was not performed correctly.

This study needs to be appealed.

BUDGET:

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

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

ADMINISTRATIVE RECOMMENDATION:

Appeal Sales Ratio Study

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

ISSUES/PROBLEMS WITH GEORGIA DEPARTMENT OF AUDITS POLICIES

There are problems with the policies the Georgia Department of Audits (DOA) has adopted in order to conduct the current audits of county digests. These policies were put in place, primarily, in response to a recent change in the Georgia Code (SB 346, 2010) which required assessors offices to value property at no higher than the transaction amount for the year following a purchase among other changes.

Problem 1: “Look Forward” Sales Ratio Studies

Background: The DOA conducted Sales Ratio Studies, up until the referenced change in the law, the same way the assessors offices established their values; namely, by looking at the sales of the previous year and comparing the sale prices to the Jan. 1 assessed values of the current year (essentially the end of the year for which the sales occurred). This procedure is outlined in International Association of Assessing Officials (IAAO) standards for conducting Sales Ratio Studies. Once the study has been performed, the DOA turns over the study to the Georgia Department of Revenue (DOR). The DOR then has the responsibility to review the study and notify the county if there are any deficiencies in the 3 criteria digests are judged by: Overall ratio (sales vs. values), Coefficient of Dispersion (COD, a measure of uniformity), and Price Related Differential (PRD, a measure of bias). If deficiencies are not corrected within a prescribed time, the DOR issues penalties to the county to be collected by DOR. While the assessors offices still are required to use the sales from the prior year to establish values for Jan. 1 of the current year, the one-year sale lock feature has had the effect of contaminating the current assessment data (no property that sold the previous year will hold an assessed value more than its sale price. In order to maintain a .38 overall ratio, typically, some assessed values *have* to exceed the sale price, i.e.: below market sales for whatever reason). The contaminated data led the DOA to look for alternative ways to perform the Sales Ratio Study.

DOA Response: What DOA determined to do, instead of looking at the sales that had occurred the prior year and comparing them to the current assessed value, was to look at the sales from the *following* year and compare *those* values to the Jan. 1 assessed value. This new methodology, while technically allowed by the IAAO standards (typically used as a means to determine whether a county is “chasing sales” illegally), has had some very negative consequences on the Sales Ratio Studies of counties that have gone years without so much as a negative comment being issued by the DOR concerning their scores on the 3 criteria. In a stable market of unchanging sale prices, or even a sinking market, this methodology would not have much of an effect (as evidenced by most of the 2011 Sales Ratio Studies).

Result : The problems materialize, using this methodology, when the market begins to turn back upward. Over the past several years (during the recession), many counties have factored the bank sales heavily in performing their analysis and corresponding assessed value adjustments. As the bank sales become less and less frequent, the values in certain sectors need to be readjusted upward rather substantially. There is no way for the assessor to anticipate this trend into the coming year in order to get any idea of where to set the value for Jan. 1. The only data the assessor can use (and has access to at the time values are set) is the prior year sales data and, possibly, the sales data from the 1st quarter of the new-year. If the DOA uses sales data from the 12 months after the assessment date, there is very

little chance a county will be able to anticipate that much of a market change in order that its 3 criteria will be considered to be in compliance.

This is what is currently happening in counties all over the state in regard to the 2012 Sales Ratio Studies.

Problem 2 (stemming from Problem 1): If this type of methodology is to be employed, IAAO standards are very clear in stating that “the results should be adjusted for any reappraisal activity or assessment changes that occurred in the population (net new construction) between prior and current years”.

DOA Response: DOA has not employed this stratagem.

Result: Ratios are skewed due to not properly accounting for reassessments to the current digest.

Problem 3 (stemming from Problem 1): If this type of methodology is employed, IAAO standards are very clear in stating that “Sale prices also should be adjusted to the assessment date to account for time trending”.

DOA Response: DOA has not employed this stratagem.

Result: Ratios are skewed due to not properly accounting for time trending the sale data.

Problem 4: DOA sampling percentages of distress sales (bank re-sales, auction, short-sales)

Background: Distress sales have always occurred in the general real estate market, although not at a level we have witnessed over the last 5 years or so. Appraisal standards typically would exclude distress sales from use as a comparable when conducting an appraisal as, it was reasoned, the influence of a distress sale would be reflected in the typical, arms-length market sales that occur around it. As a result of the housing bubble bursting, however, appraisal standards in the private sector changed, along with a subsequent change to Georgia Code (SB 346 again) allowing for distress sales to be considered in the appraisal process. Many assessors offices, in order to appease constituencies, legislators, the press and in order to be seen as being as taxpayer friendly as possible, factored the distress sales heavily into their sales ratio studies. In some counties these types of transactions reached levels as high as 50 – 60% of their overall sales volume during the peak of the recession.

DOA Response: DOA determined that rather than look at the volume of distressed sales vs. the overall volume of sales within a jurisdiction, it would only consider a percentage of those sales in their ratio studies that represented the overall proportion of bank owned property vs. the overall *parcel count* of the county. This method results in a sampling of 5% or less of distressed sales in most counties. Example: For 2011, Cherokee County had 2000 market sales, 2000 distress sales. 50% of our market activity was distress type transactions. But the DOA determined that only 2% of our overall 96,000 parcels were owned by the bank. Therefore, they only sampled 2% of the bank sales for the study.

Side Note: Department Of Revenue teaches in their Appeal Procedure class that it is perfectly proper for the assessors to utilize *all* of the distress sale data in establishing their values. This is contrary to the methodology used by DOA in performing the Sales Ratio Study.

Results: If a county factors in 100% of its distress sales to some degree, having the effect of driving assessed values down considerably below true market sales, and the DOA is not factoring the influence of distressed sales to the same degree, the effect is an overall ratio that falls far below the acceptable standards. Further, the effect of reducing the sampling percentage of distress sales to a rather minimal amount (less than 5% in most cases) creates an inaccurate representation of the various real estate markets by not considering all sales required by Georgia Law and IAAO Standards. The samples represented in the DOA study indicate an overrepresentation of “non-distress” transactions resulting in distorted results by limiting the statistical impact of “distressed” transactions in the local markets.

Final Observations and Anecdotes:

Aside from the penalties DOR can levy for deficient digest criteria, the counties stand to lose revenue from utilities valuations for deficient overall assessment ratios. If the digest overall ratio falls below .38, utilities get assessed at whatever the ratio is. If the ratio stays above .38, counties get to assess the utilities at the full .40.

The lower the overall ratio, the more revenue a school system stands to lose due to the way the QBE formula is calculated.

DOA assured the assessors at the outset of this change in methodology that sales that occur during the final (4th) quarter of the year would not be used in the study. This has not been honored. Reports are coming in from all over the state that there are as many samples being used from the 4th quarter as there are for the other 3 quarters.

DOA has not been careful enough in their sampling to eliminate “flip” sales. Example: A property sells in 2011 under distress conditions and the county is forced to override the value to the reduced sale price for 2012. The property then sells in a standard market transaction in 2012 for much more than the distress sale price of 2011. The county is not able to release the value back to market value due to the one-year sale lock provision. The ratio for the 2012 sale is completely skewed and unrealistically low.

Similar to the “flip” sale problem, DOA has been reluctant to exclude sales of properties where a physical change has occurred after Jan. 1 and the assessor does not have the authority, nor the foreknowledge to account for the corresponding adjustment to the value.

August 21, 2013

Mr. Todd H. Paschal
Director, Sales Ratio Division
Department of Audits and Accounts
270 Washington Street, S.W., Room 5-198
Atlanta, GA 30334-8400

Re: Cherokee County 2012 Georgia Department of Audits and Accounts Sales Ratio Study

Dear Mr. Paschal,

The Cherokee County Board of Tax Assessors, Board of Commissioners and Board of Education received the 2012 Sales Ratio Study from the Georgia Department of Audits and Accounts on July 29, 2013 via email. The contents of the study have been examined closely by Assessor's staff members and their results have been reported to our Board of Assessors. The Board has met with members of the Board of Commissioners and Board of Education in which we agree to question the findings of the study and formally appeal the 2012 Sales Ratio Study. Internal ratio studies performed by the Board of Assessors appraisal staff using all available data through March 2012 (2011 & 2012 sales both qualified and distressed) used to establish the 01/01/2012 values indicate an Equalized Ratio of 39.72 compared to the Department of Audits and Accounts ratio of 36.87.

Listed below are the primary reasons we feel the Department of Audits and Accounts study does not reflect the local Cherokee County real estate market in 2012.

- Selection of samples are not within the same time period as utilized by the Board of Assessors in determining valuations for the 2012 Real Property Digest in compliance with § 48-5-10.
- Sales have not been adjusted to reflect the January 1, 2012 date of assessment.

- Selection of samples do not reflect typical actions of knowledgeable buyers and sellers during time period selected in compliance with O.C.G.A. § 48-5-2
- Supplied appraisals do not reflect typical actions of knowledgeable buyers and seller during time period selected.

Please do not hesitate to contact me or Chief Appraiser, John Adams to schedule a hearing to begin the process of accurately determining assessment statistics reflecting current market conditions for assessment year 2012.

Sincerely,

L.B. Buzz Ahrens
Chairman
Cherokee County Board of Commissioners



Cherokee County, Georgia Agenda Request

SUBJECT: Transmittal of 2013 CIE Amendment and Annual Report MEETING DATE: 08/20/2013

SUBMITTED BY: Margaret Stallings

COMMISSION ACTION REQUESTED:

Hold the advertised Public Hearing and consider transmittal of the Capital Improvement Element 2013 Amendment and 2013 Capital Improvements Element / Short Term Work Plan Annual Update to the Atlanta Regional Commission and the Georgia Department of Community Affairs for their review.

FACTS AND ISSUES:

Since May, Bill Ross from Ross+Associates has been engaged in preparing an amendment of our Capital Improvement Element and Impact Fee Methodology Report. These documents are being updated to reflect new population, housing and employment projections as well as adjusted project lists for each of the six (6) impact fee facilities. Bill has met with each of the related departments to gather updated information on existing facilities and future capital projects. These documents are ready to be reviewed by the Atlanta Regional Commission and the Georgia Department of Community Affairs.

BUDGET:

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

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

ADMINISTRATIVE RECOMMENDATION:

Approve transmittal of the Capital Improvement Element 2013 Amendment and 2013 Capital Improvements Element / Short Term Work Plan Annual Update to ARC & DCA for review.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

Cherokee County

August 20, 2013



**Annual Impact Fee Financial Report
& Short Term Work Plan Update
2013**

CHEROKEE COUNTY		Annual Impact Fee Financial Report - 2013*					
Public Facility	Libraries	Fire Protection	Sheriff's Patrol	Public Safety Facility	Parks/Recreation	Transportation	TOTAL
Impact Fee Fund Balance Jan 1, 2012	\$464,068	\$57,160	\$23,114	\$1,228,439	\$711,743	\$1,165,819	\$3,650,343
Impact Fees Collected (January 2012 through December 2012)	\$47,780	\$96,957	\$1,793	\$45,211	\$48,236	\$114,751	\$354,728
Accrued Interest	\$15,408	\$40,209	\$2,385	\$24,521	\$22,602	\$29,582	\$134,373
Administrative/Other Costs	\$2,764	\$832	\$135	\$6,879	\$4,104	\$6,916	\$21,631
Waleska Library Facility	\$2,017	\$2,018	\$4,307,000	53.56%	\$0	\$0	\$0
(Impact Fee Refunds)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Project Expenditures)	(\$100,000)	\$0	\$0	\$0	\$0	\$0	(\$100,000)
Impact Fee Fund Balance Jan 1, 2013	\$432,037	\$197,176	\$4,334,427	\$1,305,050	\$786,685	\$1,317,068	\$4,061,075
Impact Fees Encumbered	\$2,873,118	\$7,913,006	\$468,915	\$4,696,946	\$4,293,032	\$5,764,117	\$26,009,135

*This annual report covers the last completed fiscal year - January to December, 2012

CHEROKEE COUNTY		Capital Improvements Project Update 2013-2017*						
Public Facility:		Libraries						
Service Area:		County-wide						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2012	Impact Fees Encumbered*	Status/Remarks
New Woodstock Library Facility	2003	2005	\$4,400,000	29%	General Fund, State of Georgia	\$0	\$1,276,000	Complete
R.T. Jones Library Facility Addition	2009	2011	\$1,402,007	30%	General Fund, State of Georgia	\$0	\$420,000	Complete
Waleska Library Facility	2017	2018	\$4,307,000	54%	General Fund, State of Georgia	\$0	\$0	
Library Collection Materials	2003	2003	\$272,344	56%	General Fund	\$0	\$152,513	Complete
Library Collection Materials	2003	2003	\$194,741	55%	General Fund	\$0	\$107,108	Complete
Library Collection Materials	2003	2003	\$367,845	74%	General Fund	\$0	\$273,993	Complete
Library Collection Materials	2004	2004	\$98,973	55%	General Fund	\$0	\$54,435	Complete
Library Collection Materials	2005	2005	\$65,314	53%	General Fund	\$0	\$34,616	Complete
Library Collection Materials	2006	2006	\$217,873	52%	General Fund	\$0	\$113,294	Complete
Library Collection Materials	2007	2007	\$223,690	52%	General Fund	\$0	\$116,319	Complete
Library Collection Materials	2008	2008	\$353,088	92%	General Fund	\$100,000	\$324,840.96	Complete
Library Collection Materials	2009	2009	\$359,712	92%	General Fund	\$0	\$40,968.39	
Library Collection Materials	2010	2010	\$365,325	92%	General Fund	\$0	\$0.00	
Library Collection Materials	2011	2011	\$369,899	92%	General Fund	\$0	\$0.00	
Library Collection Materials	2012	2012	\$373,493	92%	General Fund	\$0	\$0.00	
Total of Costs, Expenditures & Impact Fees Encumbered			\$13,371,304			\$100,000	\$2,873,118	

**Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2012.

CHEROKEE COUNTY		Capital Improvements Project Update 2013-2017*						
Public Facility:		Fire Protection						
Service Area:		County-wide except Canton and Woodstock						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2012	Impact Fees Encumbered*	Status/Remarks
Station 2 Renovation/Expansion	2003	2004	\$65,000	96%	Fire District ⁺	\$0	\$62,400	Complete
Fire Engine 9	2003	2003	\$275,000	89%	Fire District ⁺	\$0	\$244,750	Complete
Fire Engine 20	2003	2003	\$306,000	87%	Fire District ⁺	\$0	\$266,220	Complete
Training Van	2003	2003	\$50,000	88%	Fire District ⁺	\$0	\$44,000	Complete
Holly Springs Fire Station 8	2003	2004	\$1,200,000	100%	None	\$0	\$677,683	Complete
Rescue Unit (Mass Response)	2003	2004	\$216,000	100%	Fire District ⁺	\$0	\$216,000	Complete
Air Truck	2003	2004	\$355,000	100%	Fire District ⁺	\$0	\$355,000	Complete
Fire Engine	2003	2004	\$400,000	87%	Fire District ⁺	\$0	\$348,000	Complete
Station 1 Expansion	2003	2005	\$150,000	88%	Fire District ⁺	\$0	\$132,000	Complete
Station 19 Replacement	2004	2006	\$1,500,000	81%	Fire District ⁺	\$0	\$482,124	Complete
Ambulance Purchase	2004	2009	\$2,050,000	100%	None	\$0	\$2,050,000	Complete
Supply Warehouse	2005	2008	\$2,325,000	90%	Fire District ⁺	\$0	\$1,559,829	Complete
Station 13 Replacement	2010	2011	\$1,200,000	81%	Fire District ⁺	\$0	\$0	
Fire Engine	2007	2007	\$350,000	100%	None	\$0	\$350,000	Complete
Fire Engine x 3	2008	2008	\$1,125,000	100%	None	\$0	\$1,125,000	Complete
Station 15 Relocation & Replacement	2010	2011	\$1,500,000	81%	Fire District ⁺	\$0	\$0	
Heavy Vehicles x 3	2009	2009	\$971,000	90%	Fire District ⁺	\$0	\$0	
Airport Crash Truck	2010	2010	\$800,000	90%	Fire District ⁺	\$0	\$0	
Fire-Emergency Services Training Facility	2010	2012	\$3,141,850	100%	Fire District ⁺	\$0	\$0	In Process
Total of Costs, Expenditures & Impact Fees Encumbered			\$17,979,850			\$0	\$7,913,006	

**Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2012.

* A combination of the Fire District, SPLOST and the Insurance Premium Tax Funds

CHEROKEE COUNTY		Capital Improvements Project Update 2013-2017*						
Public Facility:		Public Safety Facility						
Service Area:		County-wide (except fire administration)						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2012	Impact Fees Encumbered	Status/Remarks
Public Safety Facility	2000	2002	\$33,599,204	58%	General Fund	\$0	\$4,571,435	In Process
Special Purpose Vehicle Garage	2006	2007	\$125,512	100%	None	\$0	\$125,511	Complete
Total of Costs, Expenditures & Impact Fees Encumbered			\$33,599,204			\$0	\$4,696,946	

**Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2012.

CHEROKEE COUNTY		Capital Improvements Project Update 2013-2017*						
Public Facility:		Parks and Recreation						
Service Area:		County-wide						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2012	Impact Fees Encumbered	Status/Remarks
Clayton Area / Weatherby Park	2004	2007	\$2,000,000	20%	General Fund	\$0	\$400,000	Complete
Fields Landing Park Expansion (was Suttalee Area Community Park)	2003	2009	\$700,000	35%	General Fund	\$0	\$245,000	Complete
Biello Park (Little River/Mill Creek County-wide Park Phase I)	2003	2010	\$4,000,000	83%	General Fund	\$0	\$2,563,032	Under Construction
Waleska City Park (Cline Park)	2004	2005	\$375,000	93%	General Fund	\$0	\$348,750	Complete
Creighton Road Park (Ray)	2009	2009	\$375,000	83%	General Fund	\$0	\$311,250	Complete
Hobgood Park	2006	2007	\$425,000	100%	General Fund	\$0	\$425,000	Complete
Total of Costs, Expenditures & Impact Fees Encumbered			\$7,875,000			\$0	\$4,293,032	

**Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2012.

CHEROKEE COUNTY		Capital Improvements Project Update 2013-2017*						
Public Facility: Transportation								
Service Area: County-wide								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2012	Impact Fees Encumbered	Status/Remarks
Towne Lake Parkway (road improvement)	2000	2001	\$4,577,900	42%	GADOT, General Fund	\$0	\$1,922,718	Construction Complete - Reimbursement Phase
Business 5 (road widening and relocation)	2000	2001	\$5,430,756	22%	GADOT, General Fund	\$0	\$1,194,766	Construction Complete - Reimbursement Phase
Riverstone Boulevard (new road construction)	2000	2001	\$1,145,349	22%	GADOT, General Fund	\$0	\$251,977	Construction Complete - Reimbursement Phase
Bell Ferry Road (design and safety planning)	2000	2003	\$784,956	46%	General Fund	\$0	\$361,080	Construction Complete - Reimbursement Phase
Rope Mill Road (new road construction)	2000	2001	\$5,252,228	15%	GADOT, General Fund	\$0	\$787,834	Construction Complete - Reimbursement Phase
Reinhardt College Road (new road construction)	2000	2001	\$718,580	21%	GADOT, General Fund	\$0	\$150,902	Construction Complete - Reimbursement Phase
Eagle Drive (road widening)	2004	2006	\$5,504,074	35%	GADOT, General Fund	\$0	\$1,094,840	Construction Complete - Reimbursement Phase
East Cherokee Drive (road widening)	2005	2007	\$4,800,000	23%	GADOT, General Fund	\$0	\$0	Construction Complete - Reimbursement Phase
Total of Costs, Expenditures & Impact Fees Encumbered			\$28,213,843			\$0	\$5,764,117	

**Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2012.

CHEROKEE COUNTY		Capital Improvements Project Update 2013-2017*						
Public Facility: Sheriff's Patrol								
Service Area: Unincorporated county								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2012	Impact Fees Encumbered	Status/Remarks
Uniform Patrol Div Office # 19	2005	2006	\$1,295,000	58%	General Fund	\$0	\$468,915	Complete
Total of Costs, Expenditures & Impact Fees Encumbered			\$1,295,000			\$0	\$468,915	

*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2012.

Short Term Work Plan

Project Description	2013	2014	2015	2016	2017	Estimated Total Cost	Funding Sources	Responsible Party
Natural and Historic Resources								
Develop the Etowah River Greenway	X	X	X	X	X	\$2,000,000	County Greenspace Program	BOC, Parks & Rec.
Develop Environmental Awareness Program	X	X	X	X	X	\$10,000	US EPA, Ga DNR	Engineering, Recycling
Develop and adopt a countywide Historic Preservation Ordinance	X	X				Unknown	County, GA DNR	BOC, Planning & Land Use, Historical Society
Pursue qualification as a "Certified Local Government" under the Historic Preservation Division of Georgia DNR	X	X				Unknown	County, GA DNR	Planning & Land Use, Historical Society
Develop Historic Property Resource Kit	X	X				Unknown	County	Planning & Land Use, Historical Society
Develop Historic Resources Map	X	X				Staff Time	County	GIS, Planning & Land Use, Historical Society
Continue to update the Cemetery Location Map as needed	X	X	X	X	X	Staff Time	County	GIS, Planning & Land Use, Historical Society
Investigate developing a National Register nomination for the Reinhardt Campus area in Waleska as a historic district	X	X				\$6,500	Historical Society	Historical Society, City of Waleska
Continue to participate in the Etowah River Habitat Conservation Plan (HCP). Consider adoption of Low Impact Development Guidelines to support the HCP.	X	X				Staff Time	County	BOC, Engineering
Develop a countywide greenspace/land conservation plan.	X	X				\$50,000 + Staff Time	County	BOC, Planning & Land Use, GIS, Parks & Rec.
Develop program to acquire or set aside property identified in countywide greenspace plan.	X	X	X	X	X	Unknown	County Greenspace Program	BOC, Planning & Land Use, Parks & Rec.
Economic Development								
Facilitate stakeholder meetings concerning agribusiness and agritourism in the county.	X	X				Staff Time	Farm Bureau, Chamber of Commerce	Farm Bureau, Chamber of Commerce
Prepare Tax Increment/Finance District Guidelines	X	X				Unknown	County	BOC, Finance, Planning & Land Use
Develop and promote business and manufacturing sites within Cherokee County, especially Bluffs Business Park.	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce
Continue the focused marketing campaign targeting industries identified in the Cherokee County Economic Strategic Plan	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce

Project Description	2013	2014	2015	2016	2017	Estimated Total Cost	Funding Sources	Responsible Party
Enhance the entrepreneurship and small business support programs with a comprehensive range of financial assistance, training, networking, professional advice and educational opportunities.	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce
Continue the Business Expansion & Retention Program and advocacy for existing industry.	X	X	X	X	X	Staff Time	Development Authority	Development Authority
Implement the Georgia Department of Economic Development's Business InSight program for analysis of existing industry.	X	X	X	X	X	Staff Time	Development Authority	Development Authority
Focus resources on supporting and expanding existing partnerships between local busines and educational institutions, such as the CCSD Advisory Committees, Career Pathways, Partners in Education and Cherokee Focus.	X	X	X	X	X	Staff Time	CCSD, Chamber of Commerce	Cherokee County School District, Chamber of Commerce
Coordinating and streamline permitting processes and development regulations across all communities in Cherokee County.	X	X				Staff Time	County	Planning & Land Use, Engineering, Building Inspection, Fire Marshal
Encourage the redevelopment of underutilized shopping centers along major transportation corridors to broaden the retail and personal service offerings in Cherokee County.	X	X	X			Staff Time	County	BOC, Planning & Land Use
Housing								
Upgrade Dilapidated Housing	X	X	X	X	X	Unknown	private	Private Developers
Contiue to use federal funds (CDBG & HOME) for the Cherokee County Home Repair Program targeted for low-income seniors and affordable home ownership programs.	X	X	X	X	X	\$1,750,000	County, CDBG	Community Services, GUCC
Construct housing for the elderly and handicapped.	X	X	X	X	X	Unknown	state and federal programs, private	Private Developers
Develop Senior Housing regulations.	X					Staff Time	County	BOC, Planning & Land Use
Identify areas with adequate infrastructure to provide affordable housing opportunities.	X	X	X	X	X	Staff Time	County	GIS, Planning & Land Use, Engineering
Facilitate County-wide meetings to encourage cooperation on affordable housing financing from federal and state sources.	X	X				Staff Time	County	Planning & Land Use
Review development ordinances to identify constraints and barriers to providing affordable housing.	X	X	X	X	X	Staff Time	County	Planning & Land Use

Project Description	2013	2014	2015	2016	2017	Estimated Total Cost	Funding Sources	Responsible Party
Community Facilities								
Review periodically Service Delivery strategies, level of services, and develop a plan to provide services to accommodate new growth.	X	X	X	X	X	Unknown	County	BOC, Public Safety, Engineering
Continue to identify, fund and implement Bells Ferry LCI projects	X	X	X	X	X	\$17,000,000	GDOT, ARC, County, Private	BOC, Planning & Land Use, Engineering, Private Developers
Parks and Recreation								
Aquatic Center	X					\$18,108,000	Parks Bond	Recreation & Parks, BOC
Barnett Park Renovations	X					\$464,000	Parks Bond	Recreation & Parks, BOC
Biello Park East (Riverside)	X					\$300,000	Impact Fees & Parks Bond	Recreation & Parks, BOC
Biello Park West	X					\$450,750	Impact Fees	Recreation & Parks, BOC
Blankets Creek	X					\$1,075,000	Parks Bond	Recreation & Parks, BOC
Buffington Park Renovations	X					\$75,000	Parks Bond	Recreation & Parks, BOC
Cherokee Mills Lake Allatoona	X					\$500,000	SPLOST & Parks Bond	Recreation & Parks, BOC
Dwight Terry Renovations	X					\$461,275	Parks Bond	Recreation & Parks, BOC
East Park			X	X		\$9,875,000	Parks Bond	Recreation & Parks, BOC
Hobgood Park Phase II	X	X				\$1,000,000	SPLOST & Parks Bond	Recreation & Parks, BOC
Hobgood Park Renovations	X	X				\$2,000,000	Parks Bond	Recreation & Parks, BOC
Kenny Askew Park Renovations	X	X				\$200,000	Parks Bond	Recreation & Parks, BOC
Lighting Improvements at Sequoyah	X					\$375,000	Parks Bond	Recreation & Parks, BOC
Patriots Park			X	X		\$7,173,350	Parks Bond	Recreation & Parks, BOC
Recreation Center Renovations	X					\$300,000	Parks Bond	Recreation & Parks, BOC
Sequoyah Park Renovations	X					\$800,000	Parks Bond	Recreation & Parks, BOC
Soccer Complex	X					\$5,150,000	Parks Bond	Recreation & Parks, BOC
Veterans (Thacker) Park					X	\$500,000	Parks Bond	Recreation & Parks, BOC
Waleska (NW) County Park	X					\$1,200,000	Parks Bond	Recreation & Parks, BOC
Weatherby Park Renovations	X					\$50,000	Parks Bond	Recreation & Parks, BOC

Project Description	2013	2014	2015	2016	2017	Estimated Total Cost	Funding Sources	Responsible Party
Transportation								
Roadway Improvements	X	X	X	X	X	\$60,000,000	GDOT, General Fund	BOC
Develop a Context-Sensitive Design Process such as the one recommended by the Georgia Department of Transportation.	X	X				Unknown	County, DCA, ARC	Engineering, Planning & Land Use
Expand Ride/Share Program	X	X				\$15,000	County, ARC, GRTA	Community Services
Install Park/Ride Lots	X	X	X	X	X	\$25,000 per lot	County, ARC, GRTA	Engineering, BOC
Develop Alternative Transportation Education Program	X	X	X	X	X	\$30,000	County, ARC	Engineering, ARC
Bells Ferry Road widening (2 phases)				X	X	\$28,444,533	Impact Fees	Engineering
Add Interchange at I-575/Rope Mill Road	X					\$12,000,000	GDOT, General Fund, SPLOST	BOC, City of Woodstock
Public Safety								
Sheriff's Training Facility	X	X				\$1,500,000	Impact Fees	Sheriff's Department, BOC
Fire Station 1 Expansion					X	\$150,000	Impact Fees, Fire District Fund	Fire Department, BOC
Fire Station 2 Replacement (Ball Ground)				X	X	Unknown	Impact Fees, General Fund	Fire Department, BOC
Fire Station 3 Replacement		X	X			\$1,500,000	Fire District, SPLOST	Fire Department, BOC
Fire Station 5 Replacement		X	X			\$1,800,000	Fire District, SPLOST	Fire Department, BOC
Fire Station 13 Replacement Station			X	X		\$1,200,000	Impact Fees, General Fund	Fire Department, BOC
Fire Station 15 Relocation & Replacement Station			X	X		\$1,500,000	Impact Fees, General Fund	Fire Department, BOC
Fire Station 32 Renovation			X			\$100,000	Fire District, SPLOST	Fire Department, BOC
Future Fire Station (new)					X	\$1,085,000	Impact Fees, General Fund	Fire Department, BOC
Fire - Emergency Services Training Facility	X					\$3,141,850	Impact Fees, SPLOST	Fire Department, BOC
Purchase property for Future Fire Facilities	X	X	X	X	X	\$750,000	County	Fire Department, BOC

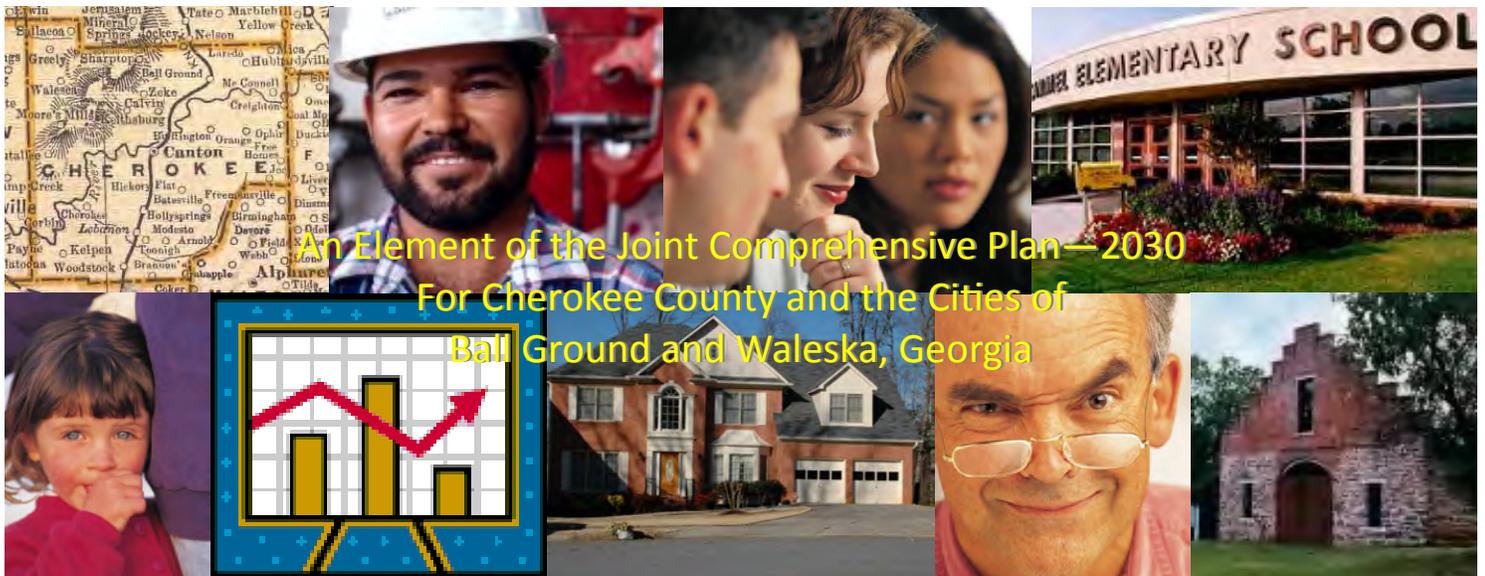
Project Description	2013	2014	2015	2016	2017	Estimated Total Cost	Funding Sources	Responsible Party
Airport Crash Truck		X				\$800,000	Impact Fees, Fire District	Fire Department, BOC
Ladder Truck					X	\$1,000,000	Impact Fees	Fire Department, BOC
Fire Apparatus Replacement Program	X	X	X	X	X	\$800,000	SPLOST, Impact Fees	Fire Department, BOC
EMS Squad Replacement Program	X	X	X	X	X	\$700,000	County	Fire Department, BOC
Small Fleet Replacement Program	X	X	X	X	X	\$180,000	County	Fire Department, BOC
Library Services								
Library Collection Materials	X	X	X	X	X	\$835,512	Impact Fees, General Fund, SPLOST	Library System, BOC
Waleska Library Facility					X	\$4,307,000	Impact Fees, General Fund, State of Georgia	Library System, BOC
Water and Sewage								
Expand Sewer Service Area	X	X	X	X	X	\$60,000,000	CCWSA	County Water & Sewer Authority
Consolidate Water/Sewer Operations with one (1) Agency	X	X	X	X	X	Staff Time	CCWSA	County Water & Sewer Authority
School System								
Construct New Schools	X	X	X	X	X	\$41,000,000	Tax, bonds	Board of Education
Construct Additions to Existing Schools	X	X	X	X	X	\$235,000,000	Tax, bonds	Board of Education
Land Use & GIS								
Establish an agency to pursue implementing the Bells Ferry LCI Plan.	X	X	X			Unknown	County	BOC, Planning & Land Use
Create small area plans for areas experiencing significant growth pressures or infrastructure issues.	X	X	X	X	X	\$500,000	County	Planning & Land Use
Revise State Route 92 Corridor standards and regulations.	X	X				Staff Time	County	BOC, Planning & Land Use
Develop master plan for downtown Waleska and consider design guidelines for the "college-entertainment" core	X	X				Unknown	City, Reinhart College	Planning & Zoning, City of Waleska, Reinhart College
Continue to update annually the 5-year Capital Improvements Plan and STWP.	X	X	X	X	X	Staff Time	County	Planning & Land Use, Engineering, Public Safety, Parks & Rec.

Project Description	2013	2014	2015	2016	2017	Estimated Total Cost	Funding Sources	Responsible Party
Conduct annual review of Future Development Map, rezonings and capital projects for plan & map adjustments.	X	X	X	X	X	Staff Time	County	Planning & Land Use
Send a summary of all minor amendments annually to ARC.	X	X	X	X	X	Staff Time	County	Planning & Land Use
Develop Unified Code that combines the zoning ordinance, subdivision regulations and development regulations to consistently implement elements of the Community Agenda.	X	X				\$75,000 + Staff Time	County	Planning & Zoning, Engineering
Revise rezoning process to provide better information on land use changes and infrastructure impact for each proposal.	X	X				Staff Time	County	Planning & Zoning
Create design guidelines for each Character Area for residential and non-residential development.	X	X				Staff Time	County	Planning & Land Use, Engineering
Undertake a Comprehensive Plan update five years after adoption of this Plan.	X	X				Staff Time	County	Planning & Land Use

Capital Improvements Element

Cherokee County Impact Fee Program

DRAFT Amendment August 15, 2013



an Element of the Joint Comprehensive Plan—2030
For Cherokee County and the Cities of
Ball Ground and Waleska, Georgia

Capital Improvements Element

Cherokee County Impact Fee Program
Including the following public facility categories:

Library
Fire Protection and EMS
Public Safety Facility
Adult Detention Center
E-911
Emergency Operations Center
Sheriff's Patrol
Parks and Recreation
Road Improvements

DRAFT Amendment – August 15, 2013

ROSS+associates

urban planning & plan implementation

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Introduction

This document represents an update to Cherokee County's Capital Improvements Element, which will be adopted as an amendment to its Comprehensive Plan. The County's Capital Improvements Element was originally adopted in 2000 and was subsequently updated and amended in 2007.

■ Purpose

The purpose of a Capital Improvements Element (CIE) is to establish where and when certain new capital improvements will be provided within a jurisdiction and how they may be financed through an impact fee program. As required by the Georgia Development Impact Fee Law, and defined by the Department of Community Affairs in its *Development Impact Fee Compliance Requirements*, the CIE must include the following for each category of capital facility for which an impact fee will be charged:

- The designation of **service areas** - the geographic area in which a defined set of public facilities provide service to development within the area;
- A **projection of needs** for the planning period of the adopted Comprehensive Plan (2030);
- The designation of **levels of service** (LOS) - the service level that will be provided to existing and new development alike;
- A **schedule of improvements** listing impact fee related projects and costs for the first five years after plan adoption; and
- A description of **funding sources** proposed for each project during the first five years of scheduled system improvements.

This CIE goes beyond the minimum requirements by providing information on needed capital improvements beyond the coming 5 years to the end of the Comprehensive Planning period in 2030. System improvements expected to commence or be completed over the coming five years are shown in the County's Short-Term Work Program (STWP), which is updated and submitted on an annual basis. Each year, the STWP lists new and previously planned capital projects for the upcoming five-year period, beginning with the current year.

■ Categories for Assessment of Impact Fees

To assist in paying for the high costs of expanding public facilities and services to meet the needs of projected growth and to ensure that new development pays a reasonable share of the costs of public facilities, Cherokee County has developed this CIE for the following public facility categories authorized by the Georgia Development Impact Fee Law:

- Libraries;
- Parks and recreation;
- Public safety, including fire protection and emergency medical services, detention, E-911, emergency operations, and law enforcement; and,
- Roads.

■ **Components of the Impact Fee System**

The Cherokee County Impact Fee System consists of several components:

- The currently adopted Comprehensive Plan, including future land use assumptions and projected future demands;
- Service area forecasts, including population, housing unit and employment forecasts to 2030;
- Service area definition and designation;
- Appropriate level of service standards for each impact fee eligible public facility category;
- A methodology report, which updates the forecasts for the county and its cities and establishes the impact cost of new growth and development (and thus the maximum impact fees that can be assessed);
- This Capital Improvements Element to implement the County's proposed improvements; and
- A Development Impact Fee Ordinance, including an impact fee schedule by land use category.

Forecasts

In order to accurately calculate the future demand for expanded services for Cherokee County, new growth and development must be quantified in future projections. These projections include forecasts for population, dwelling units and employment to the year 2030. These projections provide the base-line conditions from which the Level of Service calculations are produced. Also, projections are combined to produce what is known as 'day/night population.' This is a method that combines resident population and employees in the county to produce an accurate picture of the total number of persons that rely on certain services, such as law enforcement. The projections used for each public facility category are specified in each public facility chapter. These forecasts are based on the County's most recently adopted *Comprehensive Plan Update*, the previously amended CIE (2007) and more recently available data.

Accurate projections of population, housing units, and employment are important in that:

- Population data and forecasts are used to establish current and future demand for services standards where the Level of Service (LOS) is per capita based.
- Housing unit data and forecasts relate to certain service demands that are based on households, such as libraries or parks, and are used to calculate impact costs in that the cost is assessed when a building permit for a residence is issued.
- Employment data is combined with population data to produce 'day/night population' figures. These figures represent the total number of persons receiving services, both in their homes and in their businesses, particularly from 24-hour operations such as fire protection and law enforcement.

In **Table 1** the population, housing unit and employment forecasts are combined by type of service area in four ways: countywide housing units (which are served by libraries and parks), countywide day/night population (Jail, 911 and EMS), unincorporated day/night population (served by the Sheriff's Patrol), and a single service area covering all of the county except Canton and Woodstock (the area of primary responsibility for County fire protection). These figures are used in subsequent public facility category chapters to calculate Levels of Service and the service demands of new growth.

Table 1: Service Area Forecasts

Year	Countywide Housing Units (Library, Parks)	Countywide Day/Night Population (Jail, 911, EOC, EMS)	Unincorporated Area Day/Night Population (Sheriff's Patrol)	Countywide Day/Night population EXCEPT Canton & Woodstock (Fire Protection)
2000	52,623	193,476	144,593	152,688
2001	55,600	203,447	149,736	158,699
2002	58,635	214,180	155,720	165,503
2003	61,480	224,029	160,859	171,482
2004	64,583	235,360	167,385	178,855
2005	68,280	248,953	175,900	188,239
2006	72,800	265,581	186,843	200,201
2007	76,679	277,987	193,957	208,250
2008	79,236	283,854	195,441	210,477
2009	81,143	285,657	193,344	209,038
2010	82,705	287,978	192,456	208,666
2011	83,798	292,313	195,090	211,668
2012	84,885	295,749	195,128	212,372
2013	88,725	309,053	203,513	221,619
2014	92,628	322,616	211,942	230,949
2015	96,586	336,423	220,393	240,341
2016	100,594	350,450	228,831	249,765
2017	104,643	364,678	237,231	259,194
2018	108,728	379,085	245,565	268,601
2019	112,840	393,647	253,795	277,953
2020	116,972	408,351	261,899	287,226
2021	121,116	423,154	269,835	296,381
2022	125,265	438,055	277,577	305,395
2023	129,410	453,016	285,087	314,230
2024	133,545	468,013	292,328	322,850
2025	137,659	483,020	299,264	331,221
2026	141,745	498,008	305,852	339,304
2027	145,794	512,959	312,058	347,066
2028	149,798	527,837	317,838	354,464
2029	153,748	542,617	323,150	361,461
2030	157,634	557,267	327,951	368,015

Net

Increase:

105,011**363,791****183,358****215,327**

Cost Adjustments

Calculations related to impact fees are made in terms of the 'present value' of past and future amounts of money, including project cost expenditures and credits for future revenue.

The Georgia Development Impact Fee Act defines 'present value' as "the current value of past, present, or future payments, contributions or dedications of goods, services, materials, construction, or money." This section describes the methodologies used to make appropriate adjustments to project cost figures to convert these costs into current dollars when such an adjustment is appropriate.

Calculations for present value (PV) differ when considering past expenditures versus future costs. In both cases, however, the concept is the same – the 'actual' expenditure made or to be made is adjusted to the current year using appropriate rates (an inflation rate for past expenditures and a deflator for future costs). In essence, the present value is considered in light of the value of money as it changes over time as the result of inflation.

In order to determine the present value of a project expenditure that will be made in the future, the Net Present Value (NPV) of the expenditure is determined. To determine the NPV of any project cost, two figures are needed – the future cost of the project anticipated in the year the expenditure will be made, and the net discount rate. Given the current cost of a project, that cost is first inflated into the future to the target expenditure year to establish the estimated future cost. The future cost is then deflated to the present using the net discount rate, which establishes the NPV for the project in current dollars. These two formulas are:

$$\text{Future Cost} = \text{Current Cost} \times (1 + \text{Inflation Rate})^{\text{Year of Expenditure} - \text{Current Year}}$$

$$\text{Net Present Value} = \text{Future Cost} \times (1 + \text{Net Discount Rate})^{\text{Current Year} - \text{Year of Expenditure}}$$

In this section two important adjustments are discussed that are required to convert current costs into future cost figures, and then back into current dollars. First, an appropriate cost inflator is identified. This adjustment factor is important in determining the future cost of a project, based on current cost estimates. The cost inflator may be based on anticipated inflation in construction or building costs, or on anticipated inflation in the value of money (for capital projects that do not include a construction component). In essence, costs increase over time. By identifying the appropriate inflation rate that is related to the type of project (building construction, project construction or non-construction), current estimates can be used to predict future costs in the year they are expected to occur.

The second cost adjustment is a deflator – the Net Discount Rate. In essence, the Net Discount Rate is best represented by the CPI inflation rate, but applied in reverse. That is, having determined the inflated cost of a project at some future date, the cost in today's dollars can be calculated as the present value of that future expenditure. As will be seen below, the cost of project construction and building construction has been increasing at almost twice the CPI inflation rate over the past 10 years.

COST INFLATORS

Three different cost inflators are used in the impact fee calculations, based on the type of project being considered. For infrastructure projects, such as roads or ball fields, a 'construction cost inflator' is used. For projects that require construction of a structure (such as a fire station), a 'building cost inflator' is used as the appropriate inflation rate. For all non-construction types of projects (such as a fire truck or park land), an inflation rate is used that is based on the Consumer Price Index. These different types of inflators are discussed below.

ENGINEERING NEWS RECORD'S COST INDEXES

ENR publishes both a Construction Cost Index (CCI) and a Building Cost Index (BCI) for the Atlanta area that are widely used in the construction industry. Both indexes have a materials and labor component. The components that comprise the CCI are: 200 hours of common labor at the local average of common labor rates, plus 25 cwt of standard structural steel shapes at the fabricated local price, plus 1.128 tons of portland cement at the local price, plus 1,088 board-ft of 2 x 4 lumber at the local price. For calculation of the CCI, costs in 1913 are set at 100. The BCI uses a labor component of 68.38 hours of skilled labor at the average local wage rate plus fringes, for carpenters, bricklayers and structural ironworkers. The materials component is the same as that used in the CCI, and the BCI is also set at 100 in 1913.

Over the past 10 years for which full-year data is available (2003 through 2012), the Building Cost Index has increased an average of almost 4.1% per year. As a result, an average new building that cost \$100,000 in 2003 would be expected to cost \$131,570 today. Similarly, for construction projects other than buildings, the Construction Cost Index has increased on averaged a little over 4.2% per year. This means that an average construction project that cost \$100,000 in 2003 would be expected to cost over \$134,700 today.

CPI INFLATOR

For projects that do not involve construction, only the future value of money needs to be considered (without regard to inflation in labor or materials costs). For this calculation, the Consumer Price Index (CPI) is used, assuming past experience will continue into the foreseeable future.

Looking at the change in CPI for the 10 years from 2003 to 2012, an average annual inflation rate of a little under 2.3% captures the change over that period, with little variation from year to year. This inflation rate is assumed to be experienced 'on average' in future years, and is used for inflation calculations for future non-construction expenditures. This assumption is consistent with recent pronouncements by the FED that an annual inflation rate of 2% would be considered normal and desirable for the national economy.

CALCULATING NET PRESENT VALUE

Determining the NPV of future project expenditures depends on the type of 'project' being funded.

For a building construction project (such as a fire station or library), the current cost estimate for the project is inflated into the future using the average Building Cost Inflation applied to the number of years until the year planned for its construction. This future cost is then deflated back to the present using the 10-year average CPI inflator since this reflects the present value of a future amount of money.

For other construction projects (such as roads or recreation facilities), the current cost estimate for the project is inflated into the future using the average Construction Cost Inflation applied to the number of years until the year planned for its construction. Like building construction projects, this future cost is then deflated back to the present using the 10-year average CPI inflator.

For non-construction capital projects (such as fire trucks or land acquisition), the 10-year average CPI inflator would be used both to estimate the project expenditure in future dollars and to deflate that future cost to present value, resulting in the same cost figure initially estimated and subsequently 'adjusted.' Currently estimated project costs for such projects are therefore assumed to be the Net Present Value of the future expenditure regardless of the year in which it is planned.

Library Facilities

Library services in Cherokee County are provided through the Sequoyah Regional Library System that also provides library services to Pickens and Gilmer Counties. Cherokee County's libraries are operated and maintained by financial contributions specifically from Cherokee County, with some limited assistance from the State of Georgia for new construction. The Cherokee library system provides services to all residents of Cherokee County through a variety of information and materials, facilities and programs. The library system serves all persons on an equal basis in meeting their educational, recreational, civic, economic and spiritual needs.

■ Service Area

Materials, facilities and services of the Cherokee County libraries are equally available to the County's population. The entire county is considered a single service district for library services. An improvement in any part of the county increases service to all parts of the county to some extent.

■ Projection of Needs

Demand for library facilities is almost exclusively related to the county's residential population. Businesses make some use of public libraries for research purposes, but the use is minimal and considered incidental compared to that of the families and individuals who live in the country. Thus, a library system impact fee is limited to future residential growth. Between 2013 and 2030, the number of dwelling units in the library facilities service area will grow from 88,725 to 157,634, an increase of 68,909 dwelling units.

■ Level of Service

The year 2013 Level of Service (LOS) is determined by the inventory of the existing library facilities and collection materials, as shown on **Table 2**.

Table 2: Inventory of Library Facilities – 2013

Facility	Square Feet	Collection Materials*
R.T. Jones	31,100	40,370
Ball Ground	9,000	15,289
Hickory Flat	10,000	17,304
Rose Creek	10,000	18,980
Woodstock	21,407	26,272
Courthouse Law Library	2,443	-
	83,950	118,215

An inventory of Cherokee County libraries and the collection materials they contain is shown on Table 2. Note that collection materials, which include bound volumes, videos, e-books and the like, must have a shelf life of 10 years or more to be impact fee eligible. Thus, children's books (which are worn out more quickly) and reference materials (which go out of date) are not included in the inventory of collection materials for impact fee calculations.

*Excludes children's and reference materials.

Table 3: Current Level of Service Calculation

Existing Square Feet	Year 2013 Housing Units	Square Feet per Housing Unit
83,950	88,725	0.9462

Existing Collection Materials	Year 2013 Housing Units	Collection Materials per Housing Unit
118,215	88,725	1.3324

Level of Service calculations, shown on **Table 3**, show the number of collection materials and square feet of library space per housing unit that serve the current residents of Cherokee County. These figures establish the adopted Level of Service for Cherokee's libraries.

■ Improvements to Serve New Growth

In **Table 4**, the facility space and collection materials LOS figures from Table 3 are used to calculate future demand in square feet and collection volumes that will be needed to maintain the LOS to the year 2030. The additional number of forecasted housing units to the year 2030 is multiplied by the Level of Service to produce the future demand figures. Based on the adopted LOS, future growth will demand 65,200 additional square feet of library space by the year 2030 in order to maintain the adopted LOS. In addition, 91,813 collection materials will need to be added to serve new growth to 2030. (Ultimately, additional collection materials will need to be acquired in order to account for future collection material discards, which will be discussed later.)

Table 4: Future Demand Calculation

Square Feet per Housing Unit	Number of New Housing Units (2013-30)	SF Demanded by New Growth
0.9462	68,909	65,200

Collection Materials per Housing Unit	Number of New Housing Units (2013-30)	Collection Materials Demanded
1.3324	68,909	91,813

Table 5 presents the facility space proposed to meet the 2030 demand in an annual format. Three proposed libraries—the Waleska, Southwest Area and Northeast Area libraries—are already proposed, and the Waleska and Southwest facilities are already included on the State Library Construction Funding list for future funding assistance. The remaining square footage needed to meet the adopted Level of Service to 2030 would, most likely, be included within a larger facility proposed in the post-2030 period and carried over into a future impact fee funding period.

Table 5: Future Library Facility Projects

Year	New Housing Units	SF Demanded (annual)	Running Total: SF Demanded	Project	Net New Square Footage
2014	3,903	3,693	3,693		
2015	3,958	3,745	7,438		
2016	4,008	3,792	11,230		
2017	4,049	3,831	15,061	Waleska Area Facility	15,000
2018	4,085	3,865	18,926		
2019	4,112	3,891	22,817		
2020	4,132	3,910	26,727		
2021	4,144	3,921	30,648		
2022	4,149	3,926	34,574	Southwest Area Facility	20,000
2023	4,145	3,922	38,496		
2024	4,135	3,912	42,408		
2025	4,114	3,893	46,301		
2026	4,086	3,866	50,167	Northeast Area Facility	18,000
2027	4,049	3,831	53,998		
2028	4,004	3,789	57,787		
2029	3,950	3,737	61,524	Future Facility or Expansion	12,200
2030	3,886	3,677	65,201		
Total to Meet New Growth Demand:					65,200

Table 6 presents the figures for collection material demand. Materials demanded by new growth are calculated in the first three columns. Note that the 'materials demanded (annual)' column represents the number of materials that must be purchased each year (on average) in order to meet new growth's demand.

Table 6: Future Collection Materials Demanded

Year	New Growth Demand			Plus Discarded Materials	Total Materials Needed (annual)
	New Housing Units	Materials Demanded (annual)	Running Total		
2014	3,903	5,200	5,200	468	5,668
2015	3,958	5,274	10,474	475	5,749
2016	4,008	5,340	15,814	481	5,821
2017	4,049	5,395	21,209	486	5,881
2018	4,085	5,443	26,652	490	5,933
2019	4,112	5,479	32,130	493	5,972
2020	4,132	5,505	37,636	495	6,000
2021	4,144	5,521	43,157	497	6,018
2022	4,149	5,528	48,685	498	6,026
2023	4,145	5,523	54,208	497	6,020
2024	4,135	5,509	59,717	496	6,005
2025	4,114	5,481	65,198	493	5,974
2026	4,086	5,444	70,643	490	5,934
2027	4,049	5,395	76,037	486	5,881
2028	4,004	5,335	81,372	480	5,815
2029	3,950	5,263	86,635	474	5,737
2030	3,886	5,178	91,813	466	5,644
91,813			8,265		100,078
Total to Meet New Growth Demand:					91,813
Percent of Total to be Acquired:					91.74%

For collection materials the number of new items demanded by new growth that will be retained for at least 10 years is increased by an anticipated discard rate of 9.0% for "weeded" materials. This rate represents the number of materials required to meet the demand, as well as those "weeded" from the collection in a normal year that need to be replaced. By including the weeded materials, the resulting 'total materials needed (annual)' reflects the total number of items required annually to maintain the LOS once these non-impact fee eligible materials are discarded. 91,813 new materials will be needed to meet the demand of new growth to the year 2030; a total of 100,078 items will need to be purchased to maintain the level of service for both new and existing residents and to account for discarded materials (91,813 items for new growth, plus 8,265 items to account for discarded materials).

■ Capital Project Costs

The building floor area and new collection materials needed to serve new growth identified in Table 5 and Table 6 are used to calculate the future cost to meet service demand, as shown in Table 7 and Table 8. The costs are shown in current (2013) dollars (i.e., Net Present Value, as discussed in the Cost Adjustments Section of this report). Library facility construction cost is based on estimates from the State Library Construction Funding list for the Waleska and Southwest Area facilities, and estimated costs of comparable facilities for the Northeast Area and future facilities.

Table 7: Facility Costs to Meet Future Demand

Year	Project	Square Footage	Gross Cost*	State Aid**	Net Total Cost	% for New Growth	New Growth Cost	Net Present Value***
2017	Waleska Area Facility	15,000	\$ 4,307,000	\$ 2,000,000	\$ 2,307,000	100.00%	\$ 2,307,000	\$ 2,471,555
2022	Southwest Area Facility	20,000	\$ 5,743,000	\$ 2,000,000	\$ 3,743,000	100.00%	\$ 3,743,000	\$ 4,370,649
2026	Northeast Area Facility	18,000	\$ 5,168,700	\$ 2,000,000	\$ 3,168,700	100.00%	\$ 3,168,700	\$ 3,963,966
2029	Future Facility or Expansion	12,200	\$ 3,503,230	\$ 2,000,000	\$ 1,503,230	100.00%	\$ 1,503,230	\$ 1,980,233
		65,200	\$18,721,930	\$ 8,000,000	\$10,721,930		\$ 10,721,930	\$ 12,786,404

* Project costs for Northeast and future facilities based on per-square-foot costs for Waleska and Southwest facilities, from State funding list.

** State Aid for Northeast and future facilities based on historic State funding for similar facilities.

*** Based on BCI inflator, discounted by CPI. See Cost Adjustments Section.

In **Table 8** collection materials costs are estimated at \$17.56 per item based on recent purchases by the library system. The percentage of the cost attributable to new growth in each year is based on the percentage of total items demanded that are attributable to new growth's demand (drawn from Table 6).

Table 8: Collection Materials Costs to Meet Future Demand

Year	Needed (annual)	Gross Cost*	% for New Growth	New Growth Cost (NPV)
2013	0			
2014	5,668	\$ 99,534.66	91.74%	\$ 91,314.50
2015	5,749	\$ 100,944.39	91.74%	\$ 92,607.81
2016	5,821	\$ 102,219.57	91.74%	\$ 93,777.68
2017	5,881	\$ 103,266.63	91.74%	\$ 94,738.27
2018	5,933	\$ 104,179.15	91.74%	\$ 95,575.42
2019	5,972	\$ 104,863.53	91.74%	\$ 96,203.29
2020	6,000	\$ 105,366.58	91.74%	\$ 96,664.79
2021	6,018	\$ 105,682.46	91.74%	\$ 96,954.58
2022	6,026	\$ 105,817.00	91.74%	\$ 97,078.01
2023	6,020	\$ 105,705.86	91.74%	\$ 96,976.05
2024	6,005	\$ 105,454.33	91.74%	\$ 96,745.29
2025	5,974	\$ 104,910.32	91.74%	\$ 96,246.21
2026	5,934	\$ 104,202.54	91.74%	\$ 95,596.88
2027	5,881	\$ 103,266.63	91.74%	\$ 94,738.27
2028	5,815	\$ 102,108.43	91.74%	\$ 93,675.71
2029	5,737	\$ 100,739.66	91.74%	\$ 92,419.98
2030	5,644	\$ 99,101.80	91.74%	\$ 90,917.39
	100,078	\$ 1,757,363.55		\$ 1,612,230.13

*Cost is based on average unit cost of \$17.56 per item.

■ Funding Sources

Capital improvements for Cherokee County's library facilities and long-term collection materials presented in this CIE are primarily funded from impact fee and SPLOST revenue, and to some extent from the general fund. It is anticipated State grant assistance will be obtained for the proposed libraries.

Fire Protection Facilities

Fire protection and emergency medical services are provided by the County through its Fire and Emergency Services Department. The Department has under its command fire stations; administrative and training facilities; fire trucks and other fire-fighting, rescue and hazardous materials vehicles; and ambulances.

■ Service Area

Fire protection is provided by the County to the entire county outside of the Cities of Canton and Woodstock, which is known as the Fire Services District. The Cities of Canton and Woodstock have their own fire departments, and operate cooperatively but independently from the County system. Emergency medical services, on the other hand, are provided countywide.

For these reasons the entire county outside of Canton and Woodstock is considered a single service area for the provision of fire protection because all residents and employees within this area have equal access to the benefits of the County program. The service area for emergency medical services, however, is the entire county including all incorporated and unincorporated areas.

The Fire Department operates as a coordinated system for fire protection, with each fire station backing up the other stations in the system. The backing up of another station is not a rare event; it is the essence of good fire protection planning. All stations do not serve the same types of land uses, nor do they all have the same apparatus. It is the strategic placement of personnel and equipment that is the backbone of good fire protection. Any new station would relieve some of the demand on the other stations in the network. Since the stations would continue to operate as “backups” to the other stations, everyone in the Fire Services District would benefit by the construction of a new station since it would reduce the “backup” times the station nearest to them may be experiencing.

The same is true of the distribution of ambulances in that the addition of new ambulances would both increase service as the population increases and further support service delivery countywide.

■ Projection of Needs

Between 2013 and 2030, the day/night population (a combination of residents and employees) in the Fire Services District service area will grow from 221,619 to 368,015, an increase of 146,396 persons. Countywide, the service area for emergency medical services is forecast to grow by a total of 248,214 persons, from 309,053 to 557,267.

■ Level of Service

The Level of Service for fire protection and emergency medical services in Cherokee County is measured with regard to two considerations: one is quantity, measured in terms of the number of heavy vehicles (engines, tankers, etc.), ambulances, and square feet of floor area in fire stations and related space. The other is the quality of fire protection, measured in terms of ISO rating criteria—specifically the standard that all development within the service area be within five road miles of a fire station. The consequence of not meeting this qualitative standard is increased response times to today’s fast-moving fire emergencies and extraordinarily higher insurance rates for uses outside the 5-mile coverage.

As noted above, there are two service areas—one being the Fire Services District and the other (for EMS) being countywide. Day/night population is used as a measure in that fire protection and

emergency medical services are provided continuously on a 24-hour basis to both residences and businesses in the service area, whether or not people are at home or businesses are open.

FIRE AND EMERGENCY SERVICES FACILITIES AND EQUIPMENT

In 2013, fire protection and emergency medical services were provided by a network of fire stations throughout the Fire Services District, several administrative and training facilities, and ambulances located strategically throughout the county. Currently, however, the Department does not achieve the 5-mile qualitative standard in all parts of its service area. To achieve this minimum standard for existing development, four new strategically located fire stations are needed, each fully equipped with a fire engine, a ladder truck and an ambulance. Two of these new stations would replace two aging and inadequate volunteer stations carried over when the Department was created. With the addition of these stations and equipment, the county will be provided with an adequate Level of Service for the present day/night population.

Table 9 presents the 2013 inventory of facilities, heavy vehicles (apparatus having a life of 10 years or more) and ambulances under the control and operation of the Cherokee County Fire and Emergency Services Department. To this inventory has been added the four new stations and rolling stock needed to raise the Level of Service to an adequate level both quantitatively and qualitatively.

For the new stations, the most-recently constructed Clayton Community Station (#6) is used as a model at 6,408 square feet. Although all four stations will be constructed at this size, two are reduced on the inventory listing to the extent of the two old stations that will be removed when they are replaced, so that the 'total facility space' will reflect the deletion of the old stations and the total floor area that will remain in operation.

Table 9: Inventory of Fire Department Facilities and Vehicles

Occupied Building Space		Heavy Vehicles - Fire*	
Facility	Floor Area (Sq. Ft.)	Description	Count
Existing Stations/Facilities		Existing Inventory	
Station 1 - Oak Grove	2,500	Engine**	28
Station 2 - Ball Ground	6,000	Tender	8
Station 3 - Hickory Flat	2,025	Ladder	1
Station 4 - Holbrook Campground	6,610	Rescue	8
Station 5 - Circle Five	4,004	Dive Rescue Truck	1
Station 6 - Clayton Community	6,408	Hazard Response	2
Station 7 - Little River	8,000	Air/Light Truck	1
Station 8 - Holly Springs	11,661	Mass Catastrophe	1
Station 9 - North Canton	8,000		
Station 12 - Waleska	8,087	Shortfall	
Station 13 - Sutaltee	5,040	Engine	4
Station 15 - Mica	5,000	Ladder	4
Station 17 - Lake Arrowhead	1,736		
Station 18 - Salacoa	3,750		
Station 19 - Ridgemill	9,286	Total Heavy Vehicles:	58
Station 20 - Oak Grove	8,000		
Station 21 - Airport Rd	7,570		
Station 22 - Bridgemill	6,125		
Station 23 - Vaughn Rd	6,726		
Station 25 VFD - Holbrook Campground	2,025	Ambulances	
Station 26 VFD - Nelson	1,490	Existing Ambulances	18
Station 27 LAVFD - Lake Arrowhead	2,050	Shortfall	4
Station 32 - Hickory Flat	2,632		
Station 99 - Headquarters & Fire Station	4,850		
Logistics Admin - Univeter Rd	4,500	Total Ambulances:	22
Logistics Warehouse - Univeter Rd	13,000		
Shortfall			
New Fire Station	6,408		
New Fire Station	6,408		
Replace Station 25***	4,383		
Replace Station 26***	4,918		
Total Facility Space:			
	169,192		

* Vehicles having a life of 10 years or more.

** In addition, there are four engines held in reserve.

*** Replacement stations are the net of standard 6,408 sf minus the square footage replaced.

CURRENTLY REQUIRED LEVEL OF SERVICE

Table 10 presents the calculation of the Level of Service (LOS) for the system as expanded with the additional stations and vehicles.

Table 10: Level of Service Calculation

System Square Feet	2013 Day/Night Population*	SF per Day/Night Population
169,192	221,619	0.7634

System Heavy Vehicles	2013 Day/Night Population*	Heavy Vehicles per Day/Night Pop
58	221,619	0.00026171041

System Ambulances	2013 Day/Night Population**	Ambulances per Day/Night Pop
22	309,053	0.00007118520

* For Fire District.

** Countywide Service Area.

This expanded system raises the LOS for existing development in the two service areas to a level that provides adequate service under basic ISO standards, and will be maintained for future growth and development anticipated to 2030.

■ Improvements to Serve New Growth

For the purposes of impact fee calculations the County has determined that the currently required (2013) Level of Service will be maintained to serve the future day/night population within each of its two service areas—the Fire Services District and (for EMS) the entire county. The system LOS figures from Table 10 are multiplied by the forecasted day/night population increase to the year 2030 in each service area, as applicable, to produce the expected future demand in **Table 11**.

Table 11: Future Demand Calculation

SF per Day/Night Population	Day/Night Pop Increase (2013-30)*	SF Demanded by New Growth
0.7634	146,396	111,764

Heavy Vehicles per Day/Night Pop	Day/night Pop Increase (2013-30)*	New Heavy Vehicles Demanded
0.00026171041	146,396	38

Ambulances per Day/Night Pop	Day/night Pop Increase (2013-30)**	New Ambulances Demanded
0.00007118520	248,214	18

* For Fire District.

** Countywide Service Area.

■ Capital Project Costs

The future facility floor area, number of heavy vehicles and number of ambulances needed to meet the demand created by new growth and development in the future are transferred from Table 11 to **Table 12**. By 2030, future demand based on day/night population can be met by the construction of the proposed facilities and the purchase of new heavy vehicles and ambulances, as shown on the table.

For new building construction, such as fire stations and administrative/training facilities, an average construction cost of \$175 per square foot of floor area is used. This figure is consistent with current construction projects the Department has currently underway. For heavy fire-fighting and related vehicles, a blended average of vehicle costs is used, reflecting the weighted average cost of the Department's entire fleet. For ambulances, four vehicles were acquired in 2013; the average cost of these new vehicles is used to estimate the cost of acquiring new ambulances in the future.

These estimated costs factors are multiplied times future demand to determine the amount of money, in 2013 dollars, required to adequately serve new growth and development at the County's currently required LOS. The Net Present Value of the cost estimates for new building construction are calculated by increasing the current estimated costs using the Engineering News Record's building cost inflation rates (BCI), and then discounting this future amount back to 2013 using the 10-year average CPI. For non-construction improvements (heavy vehicles and ambulances) the currently estimated costs are the Net Present Value. (The approaches to calculating NPV are explained in detail in the Cost Adjustments Section of this report.)

Table 12: Costs to Meet Future Demand

SF Demanded by New Growth	Cost per Unit	Total Cost in 2013 Dollars	Total Cost - Net Present Value*
111,764	\$ 175.00	\$ 19,558,700.00	\$ 22,838,422.28

New Heavy Vehicles Demanded	Cost per Unit	Total Cost in 2013 Dollars	Total Cost - Net Present Value**
38	\$ 387,775.86	\$ 14,735,482.68	\$ 14,735,482.68

New Ambulances Demanded	Cost per Unit	Total Cost in 2013 Dollars	Total Cost - Net Present Value**
18	\$ 142,857.14	\$ 2,571,428.57	\$ 2,571,428.57

* For building construction, dates vary: NPV based on BCI in an average construction year of 2022; discount rate = 10-year average CPI. See the Cost Adjustments Section for details.

** For non-construction, expenditures = current cost. See the Cost Adjustments Section.

■ Funding Sources

Capital improvements for Cherokee County's fire protection and emergency medical service facilities presented in this CIE are primarily funded from impact fee and SPLOST revenue, and to some extent from the general fund.

Public Safety Facility

The Cherokee County Sheriff's Office operates the County Jail (Adult Detention Center) and detention facilities in the Justice Center, and administers all activities of the Sheriff's Office from space in the Public Safety Facility. In addition to the Adult Detention Center and administration, the Public Safety Facility is also home to the Emergency Operations Center (EOC) and encompasses the attached 'old' jail/headquarters building. The 911 emergency communications center, which is operated by the County Marshal's Office, is also located within the Public Safety Facility. For the purposes of this public facility category, all law enforcement activities that are countywide in nature are included in this section and referred to generically as the Public Safety Facility category. The Uniform Patrol Division and the Criminal Investigations Division (CID) primarily serve the unincorporated area of the county and are addressed under the Sheriff's Patrol section of this report.

■ Service Area

The entire county is considered a single service area for the provision of the law enforcement activities provided under the Public Safety Facility category because all residents and employees in the county have equal access to the benefits of the program.

■ Projection of Needs

Between 2000 and 2030, the day/night population (a combination of residents and employees) in the Public Safety Facility service area will grow from 193,476 to 557,267, an increase of 363,791 persons.

■ Level of Service

The Public Safety Facility category is unique among the public facility categories being updated in this CIE Amendment because a 'deficiency' in floor area space was identified in 2000 and was carried forward in the impact fee calculations at that time. This 'deficiency' carry-over must continue to be considered as part of the overall space needs to 2030 because it affects the level of impact fee eligibility of past expenditures. The calculations in this section, therefore, must begin at the beginning—in the year 2000.

Table 13: Inventory of Facilities - 2000

Facility	Square Feet in 2000
Old Jail/Headquarters	48,100
Justice Center detention	11,404
	59,504

As a first step in calculating an appropriate Level of Service (LOS) to adopt, the then 'current' level in 2000 was determined. That 'current' level of service was determined by an inventory of the square footage of the facilities operated by the Sheriff's Office at that time. This included two facilities—what is now the 'old' jail and a portion of the Justice Center used by the Sheriff's Office to detain prisoners for court appearances and for other duties. These are still used by the Sheriff's Office today. Statistics for the facilities in 2000 are shown in **Table 13**.

In 2000, the County determined that it would adopt a Level of Service based on the addition of the then-planned Public Safety Facility. **Table 14** shows the calculations carried out to determine the resulting Level of Service standard.

Table 14: Adopted LOS and Deficiency Calculation

Factor	Square Feet
Floor Area Existing in 2000	59,504
Square Feet to be Added*	195,866
Total Square Feet Needed (2011)	255,370
Total Square Feet Needed (2011)	255,370
Day/Night Population in 2011	292,313
Square Feet per Day/Night Population	0.873618
Total Demand in Square Feet - 2000	169,024
Floor Area Existing in 2000	59,504
Year 2000 Deficiency (Square Feet)	(109,520)

* New Public Safety Facility, including administration, 911 communications, Adult Detention Center, and Emergency Operations Center.

The population-to-inmate housing ratio in 2000 indicated that the current and planned facilities would adequately serve the County to the year 2011. As shown in Table 14, the space added by the construction of the new Public Safety Facility¹ was added to the year 2000 square footage. This total was divided by the year 2011 service area population to calculate the resulting LOS.

This LOS figure represents an update to the figure calculated in 2000 in that the day/night population figures have been updated to the current figures found in the Forecasts section of this report.² This new figure is adopted as the updated LOS for the Public Safety Facility category.

This updated LOS was then applied to the year 2000 day/night population in order to identify the demand at that time, which resulted in a year 2000 deficiency. This deficiency is larger than in 2000 because of the updated day/night population figures.

¹ Some square footage in the Public Safety Facility is occupied by the Fire Department. This square footage does not appear here; it is included in the 'Fire Protection and EMS' section of this report.

² In 2000, the results of the 2000 Census was not yet known and the 2011 population was a projection. Today, population figures for both years have been reported by the Census Bureau.

■ **Improvements to Serve New Growth**

In **Table 15** the adopted LOS from Table 14 is applied to all future growth that was projected from 2000 to 2030. The 'day/night population increase' figure is derived from the countywide service area population figures for the Public Services Facility category shown in the Forecasts section of this report. This increase in day/night population to the year 2030 is multiplied by the adopted level of service to produce the future demand figure in square feet of floor area. To this is added the year 2000 carry-over deficiency to determine the total square feet that will need to be provided to serve new and pre-2000 development. Not all of this floor area is impact fee eligible, as will be seen later in this section.

Table 15: Future Demand Calculation

SF per Day/Night Population - LOS	Day/Night Pop Increase (2000-30)	SF Demanded by New Growth
0.873618	363,791	317,814
Plus: Year 2000 Deficiency:		109,520
Total SF Needed - 2030:		427,334

SF = square feet. Pop = population.

A set of projects contemplated to meet the 2000-2030 demand, both in the past and future, are scheduled on **Table 16**. Beyond the Public Safety Facility built in 2002 and the special purpose garage at the Public Safety Facility built in 2007, the table lists the Public Safety Training Facility expansion currently authorized under SPLOST VI and a 'Future Expansion' potentially needed by 2024 when demand will have well exceeded existing floor area. This 'Future Expansion' has not been assigned to any particular type of project, and may include an addition to the Adult Detention Center, additional space for other functions in the Public Safety Facility, or other construction projects in support of the law enforcement activities covered by this public facilities category. Further, 'Future Expansion' may comprise a single project or several distinct projects, yet to be determined. For the purpose of these impact fee calculations, however, the total floor area is aggregated into a single expansion targeted for 2024 for cost estimating purposes.

Table 16: Public Safety Facility Projects

Year	Day/Night Pop Increase	SF Demanded (annual)	Running Total: SF Demanded*	Project	Net New Square Footage*
2000	0	0	109,520		(109,520)
2001	9,971	8,711	118,231		
2002	10,733	9,377	127,607	New Public Safety Facility	195,866
2003	9,849	8,604	136,212		
2004	11,331	9,899	146,111		
2005	13,593	11,875	157,986		
2006	16,628	14,527	172,512		
2007	12,406	10,838	183,350	Special Purpose Garage	6,000
2008	5,867	5,126	188,476		
2009	1,803	1,575	190,051		
2010	2,321	2,028	192,079		
2011	4,335	3,787	195,866		
2012	3,436	3,002	198,868		
2013	13,304	11,623	210,490		
2014	13,563	11,849	222,339	Training Facility	11,300
2015	13,807	12,062	234,401		
2016	14,027	12,254	246,655		
2017	14,228	12,430	259,085		
2018	14,407	12,586	271,671		
2019	14,562	12,722	284,393		
2020	14,704	12,846	297,239		
2021	14,803	12,932	310,171		
2022	14,901	13,018	323,189		
2023	14,961	13,070	336,259		
2024	14,997	13,102	349,361	Future Expansion	214,168
2025	15,007	13,110	362,471		
2026	14,988	13,094	375,565		
2027	14,951	13,061	388,626		
2028	14,878	12,998	401,624		
2029	14,780	12,912	414,536		
2030	14,650	12,799	427,334		

Total to Meet New Growth Demand: 317,814

SF = square feet. Pop = population.

* Figures reflect year-2000 deficiency.

■ Capital Project Costs

Future cost to meet the square footage demanded by new growth projected from 2000 to 2030 is shown in **Table 17**. The first two projects—the Public Safety Facility and special purpose garage—are already completed; costs shown for these projects are the actual construction costs for each facility.

The cost for the Training Facility expansion is taken from the SPLOST VI budget.

The 2013 cost estimate for the 'Future Expansion' floor area is based on the actual per-square-foot construction cost of the Public Safety Facility (\$145) inflated to 2013 using the Building Cost Index (BCI) to \$175 per square foot. This 2013 cost estimate is further inflated to a 2024 cost using the 10-year BCI average and then discounted to Net Present Value using the 10-year average CPI inflator.³

Since there was a year-2000 deficiency carry-over in facility space, the portion of the Public Safety Facility project that had to cover the deficiency was not impact fee eligible. Both the amount of the deficiency and the percent of the Public Safety Facility cost that is impact fee eligible (that is, available to serve new growth as projected in 2000) have been updated to current 2013 figures.

Table 17: Facility Costs to Meet Demand

Year	Project	Square Feet	Cost*	% for New Growth	New Growth Cost (NPV)**
2002	New Public Safety Facility	195,866	\$ 34,276,550	44.08%	\$ 15,110,550
2007	Special Purpose Garage	6,000	\$ 125,512	100.00%	\$ 125,512
2014	Training Facility	11,300	\$ 1,500,000	100.00%	\$ 1,500,000
2024	Future Expansion	214,168	\$ 37,479,400	100.00%	\$ 44,975,280
			\$ 73,381,462		\$ 61,711,342

* Costs for public safety facility and special purpose garage based on actual expenditures; cost estimate for the training facility based on SPLOST VI budget.

** Net Present Value of future expansion based on current \$175/sf estimate, inflated to 2024 using the BCI and discounted using the 10-year average CPI, to \$210/sf. See the Cost Adjustments and Credits section for details.

■ Funding Sources

Capital improvements for countywide law enforcement facilities presented in this CIE are primarily funded from impact fee and SPLOST revenue, and to some extent from the general fund.

³ See the Cost Adjustments section of this report for a more detailed explanation of inflation rates and Net Present Value.

Sheriff's Patrol Facilities

The Cherokee County Sheriff's Patrol category focuses on the law enforcement activities of the Department and includes the Uniform Patrol Division and the Criminal Investigations Division (CID). These Divisions provide primary law enforcement throughout the unincorporated county, as well as back up and supplemental services within all the incorporated areas.

■ Service Area

The unincorporated county is considered a single service area for the provision of primary law enforcement services by the Uniform Patrol Division and the Criminal Investigations Division, because all residents and employees in this area of the county have equal access to the benefits of the program.

■ Projection of Needs

Between 2013 and 2030, the day/night population (a combination of residents and employees) in the Sheriff's Office facilities service area will grow from 203,513 to 327,951, an increase of 124,438 persons.

■ Level of Service

The current Level of Service is based on an inventory of the square footage of floor area used by the Sheriff's Patrol components. Statistics are shown in **Table 18**.

Table 18: Inventory of Sheriff's Patrol Space

Name	Location	Square Footage
CID	7545 Main St. Woodstock	11,524
K-9	1085 Marietta Hwy	1,040
Waleska	Fire Station 12	2,055
Ballground	Fire Station 21	2,055
Free Home	Fire Station 4	2,055
Hickory Flat	Fire Station 23	2,055
Bridge Mill	Fire Station 22	2,055
Oak Grove	Fire Station 19	3,360
Total Floor Area:		26,199

The Level of Service (LOS) for Sheriff's Patrol services in Cherokee County is measured in terms of square footage per day/night population in the service area. Day/night population is used as a measure in that the Sheriff's Patrol is a set of law enforcement services provided to both residences and businesses in the service area on a 24-hour basis. The current LOS is shown in **Table 19**.

Table 19: Current Level of Service Calculation

Existing Floor Area (SF)	Year 2013 Day/Night Pop*	Square Feet per Day/Night Pop
26,199	203,513	0.1287

Pop = population. SF = square feet.

* Unincorporated area only.

■ Improvements to Serve New Growth

The County has adopted a LOS based on the current year level. In **Table 20** the adopted Level of Service, based on the LOS calculated in Table 19, is applied to future growth. The 'day/night population added' figure is derived from the projections for the service area found in the Forecasts section of this report. The additional number of forecasted day/night population to the year 2030 is multiplied by the adopted level of service to produce the future floor area demand figure (in square feet).

Table 20: Future Demand Calculation

Square Feet per Day/Night Pop	Day/Night Pop Added (2013-30)*	SF Demanded by New Growth
0.1287	124,438	16,019

Pop = population. SF = square feet.

* Unincorporated area only.

■ Capital Project Costs

The future cost to meet the square footage demanded by new growth to 2030 is shown in **Table 21**. Estimated construction cost is based on facilities comparable to current locations. Costs are shown in current (2013) dollars and in Net Present Value (the cost in 2013 dollars of future construction costs that reflect future inflation in the construction cost of buildings mitigated by the value of future dollars today). Since construction dates are not established, the NPV calculation assumes an average construction year mid-way between 2013 and 2030.

Table 21: Costs to Meet Future Demand

SF Demanded by New Growth	Cost per Square Foot	Cost in 2013 Dollars	Cost - Net Present Value*
16,019	\$ 175.00	\$ 2,803,325.00	\$ 3,273,403.66

SF = square feet.

* Building construction dates vary. NPV based on BCI in an average construction year of 2022; discount rate = 10-year average CPI. (See the Cost Adjustments Section.)

■ Funding Sources

Capital improvements for Cherokee County's uniform patrol and criminal investigation divisions presented in this CIE are primarily funded from impact fee and SPLOST revenue, and to some extent from the general fund.

Parks and Recreation Facilities

Public recreational opportunities are available in Cherokee County through a number of parks facilities operated by the Cherokee Recreation and Parks Agency (CRPA), a County department. Demand for recreational facilities is almost exclusively related to the county's resident population. Businesses make some incidental use of public parks for office events, company softball leagues, etc., but the use is minimal compared to that of the families and individuals who live in the county. Thus, the parks and recreation impact fee is limited to future residential growth.

■ Service Area

The county park system operates as part of a countywide system of parks that are located in both cities and the unincorporated area. Parks and recreational facilities are made available to the county's population without regard to the political jurisdiction within which the resident lives. In addition, the facilities are provided equally to all residents, and often used on the basis of the programs available, as opposed to proximity of the facility. For instance, children active in the little leagues play games at various locations throughout the county, based on scheduling rather than geography. Other programs are located only at certain centralized facilities, to which any Cherokee County resident can go without restriction. As a general rule, parks facilities are located throughout the county, and future facilities will continue to be located around the county so that all residents will have recreational opportunities available on an equal basis. Thus, the entire county is considered a single service area for parks & recreation services.

In addition to the county parks system, the cities of Ball Ground, Canton, Holly Springs, Nelson and Woodstock have parks and facilities owned and operated by the cities themselves. Although these city park systems receive financial support from various SPLOST programs and the current Parks Bonds, they are independent of county control and therefore not included in the County's impact fee program.

■ Projection of Needs

Demand for recreational facilities is almost exclusively related to the county's resident population. Businesses make some use of public parks for office events, company softball leagues, etc., but the use is minimal and considered incidental compared to that of the families and individuals who live in the county. Thus, a parks and recreation impact fee is limited to future residential growth. Between 2013 and 2030, the number of dwelling units in the park facilities service area will grow from 88,725 to 157,634, an increase of 68,909 dwelling units.

■ Level of Service

The County has adopted the current (2013) Level of Service for both the amount of land area in parks and other recreational facilities and for the recreation components, such as ball fields, playgrounds, tennis and basketball courts, trails, etc. Under the Georgia Development Impact Fee Law, the County must provide the same level of service to both the existing and future residents of the county. Thus, the 2013 LOS is used to determine the additional acres of land and number of recreation components needed to equally meet the demand created by future residential growth and development. These LOS figures are presented in conjunction with proposed improvements, below.

■ **Improvements to Serve New Growth**

PARK LANDS

Table 22 provides an inventory of the acreage of parks and other recreational facilities under the control of the CRPA in 2013, including both those in service and actively under construction. The total acreage of these parks divided by the current number of housing units (in thousands) in the county produces the current Level of Service (LOS) of almost 30 acres per 1,000 housing units countywide.

Table 22: Existing Park Acres & New Acres Needed

Park / Facility Name	Number of Acres
Badger Creek Park	151.00
Barnett Park	37.50
Blankets Creek Bike Trails	363.00
Buffington Park & Gym	5.00
Cherokee County Aquatic Center	37.00
Cherokee Mills Park	26.50
Cline Park	17.50
Dwight Terry Park	41.00
Field's Landing Park	280.00
Garland Mt. Horse/Hike Trails	772.00
Hickory Trails Park	34.00
Hobgood Park	83.50
J.J. Biello Park	470.00
Kenney Askew Park	13.50
Killian Property (under construction)	51.06
Lewis Park	82.00
Park Village	25.00
Recreation Center (South Annex)	8.20
Riverchase Park	9.75
Rubes Creek Park	36.38
Sequoyah Park	58.00
Union Hill Community Center	3.00
Waleska Park	27.00
Weatherby Park	25.00

Multiplying the LOS times the number of new housing units forecast to be produced by new growth and development throughout the county to the year 2030 (in thousands) produces the number of acres that are needed to serve this future residential population. As shown on Table 22, almost 2,100 acres will be needed to meet the future demand.

Total Acres:	2,656.89
	÷
2013 Housing Units:	88,725
	=
LOS - Acres per 1,000 Housing Units:	29.94522
	×
2013-2030 Housing Unit Increase:	68,909
	=
Acres Needed to Meet Future Demand:	2,063.50

Table 23: Park Acquisitions for Future Growth

Park / Facility Name*	Number of Acres	Development Options
East Park (Funk)**	149.32	Active
Patriots' Park (Kellogg Cr/Victory)**	33.88	Active
Dunn Property	39.00	Active
Priest Road Property	10.89	Active
Thompson Property	43.00	Active/Passive
Cherokee Veterans Park (Thacker)	141.00	Active/Passive
Hudgens Property	405.16	Passive
Rebecca Ray Park	15.00	Passive
Yellow Creek Road Property	538.36	Passive
Shoal Creek (Forestar & John Ford)	248.40	Passive
Willoughby-Sewell Property	226.59	Passive
Old Doss	45.12	Passive
New Park (To Be Acquired)	167.78	Active

Total Acres: 2,063.50

* Includes Parks Bond funded acquisitions plus additional needed acres.

** Construction planned with Parks Bond funds.

Anticipating the need to serve the county's future population, the County included funding in its current Parks Bond issues for the acquisition of additional park lands. **Table 23** shows the land acquisitions, some purchased and some donated, that will meet the future demand. All of the parks listed have been acquired and land-banked except for the 'new park' at the end of the list, which is not scheduled in the Parks Bond program. Some of the new parks will be developed with active recreation components, as noted on the table, while others will provide passive green space with such possible improvements as trails and leisure areas. Two of the parks (East Park and Patriot's Park) have allocations for construction using Parks Bond proceeds.

RECREATION COMPONENTS

In addition to the parks acreage Level of Service adopted by the County based on the current (2013) inventory of parks, a similar Level of Service is adopted for recreation components based on the current (2013) inventory for each component or facility.

The current inventory of components and facilities used to calculate the current LOS for each component is shown on **Table 24**. Note that other types of components may be constructed in the future in the county; the table cannot anticipate new types of recreational facilities or changes in public preferences, but the table includes all component types incorporated in the impact fee program. The current LOS figures are based on the number of housing units currently in the county as a whole.

Future demand is based on the increase in housing units forecast between 2013 and 2030. In the 'demanded to meet LOS' column, the table shows the future demand for recreation components based on the current LOS standard for each component. Except for building floor areas and lengths of trails, this is often a fractional figure, but is mathematically the specific amount that would be impact fee eligible.

The figures in the 'components proposed' column are rounded into 'whole' facilities to be built. As a result, some portions of various projects are not impact fee eligible to the extent that they provide more 'capacity' than that demanded to specifically serve new growth. This is because the CRPA cannot construct only a portion of a facility, but must provide many recreation components in 'whole' numbers. For example, new growth to 2030 requires 1.51 outdoor basketball courts in or-

der to mathematically maintain the LOS. However, 2 basketball courts will have to be built, since there is no such thing as 0.51 of a court. So 2 basketball courts will be built, and 0.49 of a court will be excess capacity; the result is that only 75.5% of the two courts will be eligible to receive impact fee funding. For any component that is rounded down (such as multi-purpose fields) the amount impact fee eligible is 100% since all of the new 'capacity' will serve new growth. Note that, although only partial funding may be available from 2013-2030 impact fee collections, the shortfall can be recouped through subsequent impact fee collections from growth beyond 2030.

Table 24: Existing Recreation Components & New Components Needed

Recreation Component	Current Inventory*	Current Level of Service**	New Components		% Impact Fee Eligible
			Demanded To Meet LOS	Components Proposed	
Administrative Offices (sq. ft.)	3,015	33.98140321	2,274	2,274	100.00%
Maintenance HQs (sq. ft.)	7,000	78.89546351	5,279	5,279	100.00%
Maintenance Yards (sq. ft.)	41,000	462.10200056	30,919	30,919	100.00%
Aquatic Center	1	0.01127078	0.75	1	75.00%
Banquet Hall	1	0.01127078	0.75	1	75.00%
Concessions w/Restrooms	12	0.13524937	9.05	10	90.50%
Gymnasium	2	0.02254156	1.51	1	100.00%
Recreation/Community Center	1	0.01127078	0.75	1	75.00%
Restrooms (stand alone)	21	0.23668639	15.84	6	100.00%
Baseball / Softball Field	37	0.41701888	27.90	28	99.64%
Basketball Court (Outdoor)	2	0.02254156	1.51	2	75.50%
Disc Golf Course	1	0.01127078	0.75	1	75.00%
Grass Event Lawn	1	0.01127078	0.75	1	75.00%
Fishing / Boat Ramp	2	0.02254156	1.51	2	75.50%
In-Line Hockey Rink	1	0.01127078	0.75	1	75.00%
Multi-Purpose Field	24	0.27049873	18.10	18	100.00%
Outdoor Classroom	1	0.01127078	0.75	1	75.00%
Picnic Area / Pavilion	32	0.36066498	24.13	24	100.00%
Playground	17	0.19160327	12.82	13	98.62%
Splash Pad	1	0.01127078	0.75	1	75.00%
Tennis Court	20	0.22541561	15.08	16	94.25%
Volleyball Court	1	0.01127078	0.75	1	75.00%
Soft Trails (miles)***	32	0.35841082	23.98	23.98	100.00%
Paved Pedestrian Trails (miles)	2	0.02209073	1.48	1.48	100.00%

2013 Housing Units = = 2013-2030 Housing Unit Increase

* Inventory includes amenities funded with Parks Bond currently under construction (Killian Property).

** Level of Service per 1,000 housing units.

*** Includes equestrian, mountain bike and unpaved pedestrian trails.

■ **Capital Project Costs**

Table 25 presents the costs associated with the land acquisition projects listed on Table 23. All costs shown are the actual costs incurred by the Parks Bond program except for the 'new park' at the end of the list. The cost estimate for acquisition of the 'new park' is based on the average land acquisition costs actually experienced for all of the other parks on the list (\$15,000 per acre). All costs are in current (2013) dollars.

The table shows the amount paid for each park, which includes such associated costs as appraisals, title searches, land surveys and other legal fees. In addition, for the Parks Bond projects, the cost of bond financing (the interest paid on the bonds) is allocated to each project in proportion to its cost relative to the total for all bond projects.

Table 25: Land Acquisition Costs

Park / Facility Name	Number of Acres	Amount Paid for Property	Cost with Financing*	% for New Growth	New Growth Cost (NPV)**
East Park (Funk)	149.32	\$ 4,602,437.20	\$ 6,433,565.69	100%	\$ 6,433,565.69
Patriots' Park (Kellogg Cr/Victory)	33.88	\$ 2,180,829.64	\$ 3,048,495.86	100%	\$ 3,048,495.86
Dunn Property	39.00	\$ 1,592,666.45	\$ 2,226,325.70	100%	\$ 2,226,325.70
Priest Road Property	10.89	\$ 250,000.00	\$ 333,324.62	100%	\$ 333,324.62
Thompson Property	43.00	\$ 1,944,750.23	\$ 2,718,489.75	100%	\$ 2,718,489.75
Cherokee Veterans Park (Thacker)	141.00	\$ 2,894,631.07	\$ 4,046,290.77	100%	\$ 4,046,290.77
Hudgens Property***	405.16	\$ -	\$ -	100%	\$ -
Rebecca Ray Park***	15.00	\$ -	\$ -	100%	\$ -
Yellow Creek Road Property	538.36	\$ 1,226,608.20	\$ 1,714,627.29	100%	\$ 1,714,627.29
Shoal Creek (Forestar & John Ford)	248.40	\$ 1,563,167.11	\$ 2,185,089.74	100%	\$ 2,185,089.74
Willoughby-Sewell Property	226.59	\$ 3,339,720.68	\$ 4,668,464.00	100%	\$ 4,668,464.00
Old Doss	45.12	\$ 460,000.00	\$ 643,015.88	100%	\$ 643,015.88
New Park****	167.78	\$ 2,516,700.00	\$ 2,516,700.00	100%	\$ 2,516,700.00
Totals:	2,063.50	\$ 22,571,510.58	\$ 30,534,389.30		\$ 30,534,389.30

* Financing cost = debt service interest on Parks Bonds using a multiplier. For the Priest Road property, financed with SPLOST III and IV funding, the CPI inflation rate from 2000 is applied.

** Net Present Value for non-construction expenditures = current cost. See the Cost Adjustments Section for details.

*** Property donated at no cost.

**** Estimated acquisition cost based on average per acre. No bond financing assumed.

The next table, **Table 26**, lays out the costs to be incurred to provide the recreation components and facilities proposed on Table 24. The estimated average cost of constructing each component is shown in the 'net cost per unit' column, which is then increased to provide for a contingency and for professional architectural and engineering services to undertake the project (shown in the

'gross cost per unit' column). The gross cost times the number of units (square feet of floor area, number of recreational facilities or miles of trail) yields the 'total cost' for each component.

As noted above, some components have been rounded up to reflect the fact that only 'whole' facilities will actually be built. Figures in the '% impact fee eligible' column reflect these partial funding eligibilities, and result in the 'new growth share' of the total cost.

Table 26: Future Recreation Component Costs

Recreation Component	Components Proposed	Net Cost per Unit	Gross Cost per Unit*	Total Cost	% Impact Fee Eligible	New Growth Share (2014-30)	Net Present Value**
Administrative Offices***	2,274	n/a					
Maintenance HQs (sq. ft.)	5,279	\$ 100.00	\$ 122.00	\$ 644,038.00	100.00%	\$ 644,038.00	\$ 752,034.23
Maintenance Yards (sq. ft.)	30,919	\$ 3.00	\$ 3.66	\$ 113,163.54	100.00%	\$ 113,163.54	\$ 132,139.49
Combined Rec / Aquatic Center	1	\$ 16,000,000	\$ 19,520,000	\$ 19,520,000.00	75.00%	\$ 14,640,000.00	\$ 17,297,724.26
Banquet Hall	1	\$ 750,000	\$ 915,000	\$ 915,000.00	75.00%	\$ 686,250.00	\$ 810,830.82
Concessions w/Restrooms	10	\$ 250,000	\$ 305,000	\$ 3,050,000.00	90.50%	\$ 2,760,250.00	\$ 3,261,341.76
Gymnasium***	1	n/a					
Recreation/Community Ctr***	1	n/a					
Restrooms (stand alone)	6	\$ 100,000	\$ 122,000	\$ 732,000.00	100.00%	\$ 732,000.00	\$ 864,886.21
Baseball / Softball Field	28	\$ 250,000	\$ 305,000	\$ 8,540,000.00	99.64%	\$ 8,509,500.00	\$ 10,054,302.22
Basketball Court (Outdoor)	2	\$ 20,000	\$ 24,400	\$ 48,800.00	75.50%	\$ 36,844.00	\$ 43,532.61
Disc Golf Course	1	\$ 50,000	\$ 61,000	\$ 61,000.00	75.00%	\$ 45,750.00	\$ 54,055.39
Grass Event Lawn	1	\$ 250,000	\$ 305,000	\$ 305,000.00	75.00%	\$ 228,750.00	\$ 270,276.94
Fishing / Boat Ramp	2	\$ 200,000	\$ 244,000	\$ 488,000.00	75.50%	\$ 368,440.00	\$ 435,326.06
In-Line Hockey Rink	1	\$ 125,000	\$ 152,500	\$ 152,500.00	75.00%	\$ 114,375.00	\$ 135,138.47
Multi-Purpose Field	18	\$ 300,000	\$ 366,000	\$ 6,588,000.00	100.00%	\$ 6,588,000.00	\$ 7,783,975.92
Outdoor Classroom	1	\$ 5,000	\$ 6,100	\$ 6,100.00	75.00%	\$ 4,575.00	\$ 5,405.54
Picnic Area / Pavilion	24	\$ 40,000	\$ 48,800	\$ 1,171,200.00	100.00%	\$ 1,171,200.00	\$ 1,383,817.94
Playground	13	\$ 75,000	\$ 91,500	\$ 1,189,500.00	98.62%	\$ 1,173,030.00	\$ 1,385,980.16
Splash Pad	1	\$ 300,000	\$ 366,000	\$ 366,000.00	75.00%	\$ 274,500.00	\$ 324,332.33
Tennis Court	16	\$ 50,000	\$ 61,000	\$ 976,000.00	94.25%	\$ 919,880.00	\$ 1,086,873.67
Volleyball Court	1	\$ 25,000	\$ 30,500	\$ 30,500.00	75.00%	\$ 22,875.00	\$ 27,027.69
Soft Trails (miles)	23.98	\$ 35,000	\$ 42,700	\$ 1,023,946.00	100.00%	\$ 1,023,946.00	\$ 1,209,831.66
Paved Pedestrian Trails (miles)	1.48	\$ 200,000	\$ 244,000	\$ 361,120.00	100.00%	\$ 361,120.00	\$ 426,677.20
				Totals:	\$ 46,281,867.54	\$ 40,418,486.54	\$ 47,745,510.58

* Includes contingency at 15% and architectural/engineering services at 7%.

** Construction dates vary. NPV based on BCI or CCI as appropriate, in an average construction year of 2022. Discount rate = 10-year average CPI. See the Cost Adjustments Section for details.

*** Included in Combined Recreation / Aquatic Center.

Note: The Net Present Value of the 'total cost' column is: \$ 54,683,810.30 of which the ineligible amount is: \$ 6,938,299.72

■ Funding Sources

Capital improvements for Cherokee County's parks and recreation facilities presented in this CIE are primarily funded from impact fee and GO Bond revenue (currently) and SPLOST revenue (in the past), and to some extent from the general fund.

Road Improvements

The information in this chapter is derived from, or taken directly from, information developed for the 2000 *Cherokee County Capital Improvements Element*, subsequently updated in 2007, and with some further data updates for two road projects. Specifically, road project data is drawn from engineering carried out for the County. Level of Service calculations, as well as determination of need, are based on this engineering, carried out by the County's Engineering Department.

■ Service Area

The service area for these road projects is defined as the entire county. In that these road projects are recognized as providing primary—if not exclusive—capacity to properties within the county, the entire county has been adopted as the service area for the purpose of assessing impact fees. All new development within the county will be assessed the road impact fee, as calculated in this section. The road network within the county is considered in its entirety by the transportation model used to generate capacity data. Improvements in any part of this portion of the network improve capacity, to some measurable extent, throughout the county.

■ Projection of Needs

As the county continues to develop—converting vacant land into new development and redeveloping existing land uses—there will be a continuing need to maintain and upgrade the transportation network. As part of this effort, projects will be undertaken that provide new trip capacity on the road network that is intended to serve new growth. Future added capacity and determination of need is based on the County's road improvement plans.

■ Level of Service

STANDARDS

Level of Service for roadways and intersections is measured on a 'letter grade' system that rates a road within a range of service from A to F. Level of Service A is the best rating, representing unencumbered travel; Level of Service F is the worst rating, representing heavy congestion and long delays. This system is a means of relating the connection between speed and travel time, freedom to maneuver, traffic interruption, comfort, convenience and safety to the capacity that exists in a roadway. This refers to both a quantitative measure expressed as a service flow rate and an assigned qualitative measure describing parameters. *The Highway Capacity Manual, Special Report 209*, Transportation Research Board (1985), defines Level of Service A through F as having the following characteristics:

1. LOS A: free flow, excellent level of freedom and comfort;
2. LOS B: stable flow, decline in freedom to maneuver, desired speed is relatively unaffected;
3. LOS C: stable flow, but marks the beginning of users becoming affected by others, selection of speed and maneuvering becomes difficult, comfort declines at this level;
4. LOS D: high density, but stable flow, speed and freedom to maneuver are severely restricted, poor level of comfort, small increases in traffic flow will cause operational problems;
5. LOS E: at or near capacity level, speeds reduced to low but uniform level, maneuvering is extremely difficult, comfort level poor, frustration high, level unstable; and

6. LOS F: forced/breakdown of flow. The amount of traffic approaching a point exceeds the amount that can transverse the point. Queues form, stop & go. Arrival flow exceeds discharge flow.

The traffic volume that produces different Level of Service grades differs according to road type, size, signalization, topography, condition and access. Post-improvement LOS conditions are based on the County's Engineering Department's calculations.

ADOPTED LEVEL OF SERVICE

The adopted Level of Service is based on Level of Service "D" for arterials and major collector roads within the service area. This LOS is used to calculate existing deficiencies through the transportation modeling process, and is reflected in projects that are less than 100% impact fee eligible. Impact cost calculation is based upon a list of road projects, developed by the County.

■ Improvements to Serve New Growth

Projects that provide road capacity intended to serve new growth to the year 2030 by road widening, new road construction or other capacity improvements have been identified by the County and are shown in **Table 27**. This is not an inclusive list of all County road projects. These projects were selected for inclusion in the County's impact fee program in 2000, with the exception of Bells Ferry Rd 2 and 3, which were added to the impact fee calculations in the 2007 update. Local share of the project costs are shown. All but the last two of these projects already have been completed, and appear in this report for the purposes of the continuing recoupment of the County's investment.

Table 27: Road Projects and Estimated Costs

Project	Description	Local Cost
Towne Lake Pkwy	Improvement	\$ 4,127,910
Business Hwy 5	Relocation, new road construction	\$ 2,568,641
Riverstone Blvd	New road construction	\$ 550,000
Bells Ferry Rd - 1	ROW, design, safety planning	\$ 784,956
Rope Mill Rd	New road construction	\$ 1,671,989
Reinhardt College Pkwy	New road construction	\$ 320,000
Eagle Dr	Widening	\$ 4,202,220
East Cherokee Dr	Widening	\$ 3,500,000
Bells Ferry Rd - 2	Widening, Southfork to N Victoria	\$ 28,444,533
Bells Ferry Rd - 3	Bridge replacement over Little River	\$ 2,000,000
		\$ 48,170,249

While the great majority of projects listed in Table 27 add new capacity, any portion that will meet an existing deficiency will reduce the net increase of capacity available to new growth and development. It is important to identify what portion of each project goes toward meeting an existing

deficiency in that this portion of the total project cost cannot be funded through impact fees. In **Table 28** figures are given for the trip capacity and volume on a set of road projects that provide new capacity, in the year in which the project was added. For the last two projects, the capacity figures shown are updated to 2013. All the previous projects have statistics representing their volume and capacity in 2000.

Where the volume exceeds the capacity, a deficiency exists. Only one road has a measured deficiency at level of service “D”—Business Highway 5. Several road projects have no statistics in this table since they did not yet exist in 2000 (Riverstone, Rope Mill and Reinhardt Parkway); there is no capacity or traffic flow where no road exists.

Table 28: Road Capacities and Deficiencies

Project	Volume (trips)	Capacity (trips)	Excess Capacity	Existing Deficiency
Towne Lake Pkwy	19,323	23,300	3,977	0
Business Hwy 5	23,316	23,300	0	16
Riverstone Blvd	0	0	0	0
Bells Ferry Rd - 1	11,761	23,300	11,539	0
Rope Mill Rd	0	0	0	0
Reinhardt College Pkwy	0	0	0	0
Eagle Dr	12,142	23,300	11,158	0
East Cherokee Dr	5,646	12,900	7,254	0
Bells Ferry Rd - 2	n/a	23,000	0	0
Bells Ferry Rd - 3	n/a	23,000	0	0

The excess capacity represents the available road capacity, in terms of daily trips, not used by the measured volume of traffic. For example, Town Lake Parkway had excess capacity of almost 4,000 trips. More trips could be made on this road without a degradation of the level of service “D” standard. Currently, the County does not intend to calculate a recoupment of the value of the excess capacity.

The next step in these calculations is to identify the net trip capacity added by each of the road improvement projects that was available to new growth. These ‘net added capacity’ figures are shown in **Table 29**. In this table, the ‘post improvement added capacity’ is the total capacity added by each project, following completion. The ‘net added capacity’ figure is the total added capacity less the ‘existing deficiency’ figure (only applicable here to Business Highway 5). The final calculation shown on this table is the identification of the portion of project costs that are attributable to new growth—the impact fee eligible project costs. This percentage is based on the ‘net added capacity’ figure as a percentage of the ‘post improvement added capacity’ figure.

The new capacity created by all of the road projects is at 100% except two. One project—Business Highway 5—is not 100% eligible in that a portion of the added capacity is required to meet the existing deficiency on that road. In the case of the Bells Ferry Road 3 project, it has been reduced in scope to replace a 2-lane bridge with a new 2-lane bridge; therefore creating no new capacity over the original bridge.

Table 29: Post-Improvement Statistics

Project	Post-Improvement ADDED Capacity	Existing Deficiency	Net ADDED Capacity	% Impact Fee Eligible
Towne Lake Pkwy	33,700	0	33,700	100.00%
Business Hwy 5	57,000	16	56,984	99.97%
Riverstone Blvd	20,500	0	20,500	100.00%
Bells Ferry Rd - 1	33,700	0	33,700	100.00%
Rope Mill Rd	20,500	0	20,500	100.00%
Reinhardt College Pkwy	28,200	0	28,200	100.00%
Eagle Dr	33,700	0	33,700	100.00%
East Cherokee Dr	28,200	0	28,200	100.00%
Bells Ferry Rd - 2	17,650	0	17,650	100.00%
Bells Ferry Rd - 3	0	0	0	0.00%

New Trip Capacity Added to Road Network: 255,484

■ Capital Project Costs

Table 30 presents a calculation of the impact fee eligible project costs for the road improvement projects from Table 27.

Table 30: Eligible Cost Calculation

Project	Local Cost	% Impact	
		Fee Eligible	Eligible Cost
Towne Lake Pkwy	\$ 4,127,910	100.00%	\$ 4,127,910
Business Hwy 5	\$ 2,568,641	99.97%	\$ 2,567,920
Riverstone Blvd	\$ 550,000	100.00%	\$ 550,000
Bells Ferry Rd - 1	\$ 784,956	100.00%	\$ 784,956
Rope Mill Rd	\$ 1,671,989	100.00%	\$ 1,671,989
Reinhardt College Pkwy	\$ 320,000	100.00%	\$ 320,000
Eagle Dr	\$ 4,202,220	100.00%	\$ 4,202,220
East Cherokee Dr	\$ 3,500,000	100.00%	\$ 3,500,000
Bells Ferry Rd - 2	\$ 28,444,533	100.00%	\$ 28,444,533
Bells Ferry Rd - 3	\$ 2,000,000	0.00%	\$ -
	<hr/>		<hr/>
	\$ 48,170,249		\$ 46,169,528

The total local cost, from Table 27, is multiplied by the ' % impact fee eligible ' figure, from Table 29, to produce the amount that is impact fee eligible. The Business Hwy 5 project is reduced due to the existing deficiency, and Bells Ferry 3 creates no added capacity.

■ **Funding Sources**

Capital improvements for Cherokee County's road improvements presented in this CIE are primarily funded from SPLOST revenue, supplemented by impact fees, and to some extent from the general fund. State assistance for road improvement projects, including those listed in this section, is obtained on a project-by-project basis through coordinated transportation planning.

Exemption Policy

Cherokee County recognizes that certain office, retail trade and industrial development projects provide extraordinary benefit in support of the economic advancement of the county's citizens over and above the access to jobs, goods and services that such uses offer in general. To encourage such development projects, the Board of Commissioners may consider granting a reduction in the impact fee for such a development project upon the determination and relative to the extent that the business or project represents extraordinary economic development and employment growth of public benefit to Cherokee County, in accordance with adopted exemption criteria. It is also recognized that the cost of system improvements otherwise foregone through exemption of any impact fee must be funded through revenue sources other than impact fees.

AGENDA

Cherokee County Board of Commissioners

August 20, 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

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION MINUTES FROM AUGUST 6, 2013. (As distributed by the County Manager.)

APPROVAL OF WORK SESSION MINUTES FROM AUGUST 6, 2013.

APPROVAL OF REGULAR MEETING MINUTES FROM AUGUST 6, 2013.

PUBLIC HEARING

1. Public Hearing to consider transmittal of transmittal of the Capital Improvement Element 2013 Amendment and 2013 Capital Improvements Element / Short Term Work Plan Annual Update to the Atlanta Regional Commission and the Georgia Department of Community Affairs for their review.

PUBLIC COMMENT

ZONING CASES

CASE NUMBER	: 13-08-011
APPLICANT	: Arthur Sarkisian
ZONING CHANGE	: NC to GC
LOCATION	: 420 Victoria Road
MAP & PARCEL NUMBER	: 21N09, Part of Parcel 581
ACRES	: 2.93
PROPOSED DEVELOPMENT	: Commercial Uses
COMMISSION DISTRICT	: 3
FUTURE DEVELOPMENT MAP	: Neighborhood Village over Suburban Living
PLANNING COMMISSION RECOMMENDATION	: Approval

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Vacancy on DBHDD (Department of Behavioral Health and Developmental Disabilities) Region One Planning Board.

- B. Discuss timing of Etowah Community Public Hearing.
- C. Consider two additional RRDA Board Members.
- D. Set BOC/RRDA Special Joint Meeting Date for September 3, 2013.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Approval to set a Public Hearing for September 17, 2013 at 6:00 p.m. to solicit public feedback regarding the FY2014 Budget.

COUNTY MANAGER

- 2.1 Consider approval of sale agreement with Westbridge Partners for \$1,800,000.00, plus reimbursement for removal of façade of approximately \$200,000.00 for the former Jones Building.

- 2.2 Award the County's standard Construction Agreement with the most responsive, responsible proposer, Headley Construction, in the amount of \$179,000.00 for the Removal of the Metal and Stucco Veneer from the Jones Building. Additional requests include a construction contingency in the amount of \$21,000.00 and interior abatement allowance in the amount of \$25,000.00 for a total requested amount of \$225,000.00.
- 2.3 Approval of agreement to Discontinue Services set forth by the Professional Services Agreement dated September 3, 2010, between Cherokee County and HDR Engineering, Inc. for the East Park Project.
- 2.4 Consider approval of Professional Services Contract with AMEC Environment & Infrastructure, Inc., for completing design revisions and updates to the SR 140 and East Cherokee Drive intersection improvement project in the amount of \$60,810.00.
- 2.5 Approval to award Professional Services Agreement to lowest, responsive bidder, Spectrum Floor Designs, in the amount of \$23,679.49 for the E-911 flooring and authorize County Manager to sign the PSA on behalf of the Board.
- 2.6 Consideration of Names for the Baseball Complex and Fields at the Killian Property.
- 2.7 Consider amending Cherokee Soccer Association agreement to allow additional field lighting at Badger Creek.
- 2.8 Consider changing definition of Local Recreation Provider in Athletic Field Use Policy to include a minimum size of 60 players or 5 teams, whichever is less.
- 2.9 Consider 10-month lease with two, one-year (12-month) extensions with the State Properties Commission for use by Juvenile Justice for lease rate of \$4,526.25 per month for 3,621 square feet of office space located adjacent to the Department of Driver Services.
- 2.10 Consider acceptance of bid from Dewell Day for property owned by the County located near Bishop Road totaling 1,810 square feet for bid amount of \$1,000.

- 2.11 Consider renewal of Fire Services Agreement between Cherokee County and the City of Holly Springs for a period of five (5) years.
 - 2.12 Consider Intergovernmental Agreement to conduct elections in Waleska, and Mountain Park.
 - 2.13 Consider approval of Revised Grant Fiscal Management Policy which formalizes the procedures to ensure that the County is in compliance with OMB A-87 Attachment B.
-

COUNTY ATTORNEY

ADJOURN

CHEROKEE COUNTY
BOARD OF COMMISSIONERS
Work Session
August 6, 2013
3:00 p.m.
Cherokee Hall
MINUTES

The Chairman began at 3:08 p.m. with all Commissioners present. Note: Angie Davis was running late at the start of the meeting. Note: Ms. Davis arrived at 3:19 p.m.

The Chairman commented on the recent National Headlines where three Council Members were shot in Pennsylvania at a Town Hall meeting by a disgruntled citizen over a land issue. He said that he mentioned this incident as a reminder to those citizens who have asked why we have security at Commission Meetings.

The Chairman then read from Mac Anderson's *Essence of Leadership, Embrace Humor, Hope and Optimism*.

He called Ms. Funk to the podium to go over financials.

1. Presentation of Q3 Financials by Janelle Funk.

Ms. Funk began by stating there was good news. She said everything appears to be on track and we are where we should be. She then went over the presentation included as part of these minutes.

Chairman Ahrens asked Ms. Funk if these numbers were taking into consideration the 10% reduction in insurance premiums. Ms. Funk replied that it was, and that the reduction came from reserves. Commissioner Johnston asked was it also taking into consideration the changes in fees for the school district. Ms. Funk replied that it was. Commissioner Johnston said that it was

great news. **The Chairman commented that it didn't just happen, it took the work of everyone.** Commissioner Johnston said that we may face a little challenge in future years due to the one-time credit this year from the sale of Old Admin building. The Chairman added that the pension contribution would be coming back.

Chairman Ahrens asked Bryan Reynolds to define the capacity of the Aquatic Center. Mr. Reynolds stated that the outdoor pool is set at 700 by Environmental Health Department but they chose to set it at 550 so that it's not as crowded.

2. Presentation on Impact Fee Update Project by Margaret Stallings.

Margaret Stallings briefly spoke about the Impact Fee Update Project, stating that every five years or so they do this to make sure we are on track. She then introduced Bill Ross, President of Ross + Associates, who made a PowerPoint presentation explaining Impact Fees and the DCA reporting process. He said that he will back at the Work Session on August 20, 2013 to discuss the draft CIE and methodology report, which will have been published for **the Board's** review by then. He added that there will be a Public Hearing on August 20 to transmit the CIE and the annual report to DCA and ARC for their review. He explained that the Board must adopt the CIE before they can adopt a new Fee Schedule if they do wish to adopt a new Fee Schedule. He said that he would be glad to meet with the Board and assist with the fee schedule.

3. Discussion of Regular Agenda Items.

The Chairman mentioned that Mr. Hamlin would be at the regular meeting for the presentation in honor of his daughter. He asked Geoff Morton how soon the bridge signs would be installed. Mr. Hardin replied that it should be by the end of the week. The Chairman also mentioned that there would be two proclamations at the regular meeting.

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

- Consider approval for surplus and recycling of computers and electronic equipment in poor condition from various Public Safety divisions.

- Amended: Removed from Consent/Add to County Manger-Approval to grant underground electrical service easement and perpetual right-of-way to Georgia Power (GA Power) for the underground electrical services lines for the new Fire-ES Training Center. There is no cost associated with easement or with GA Power bringing in electrical service.

Commissioner Johnston said that in reading the Ethics Ordinance, it says that even if seemingly inconsequential as far as a conflict, a Commissioner who works for an affiliate of a vendor should not vote. Therefore, it was determined that item would **be amended to be removed from Consent Agenda and added to County Manager's** portion so that Commissioner Johnston could recuse himself.

- Approval to set a Public Hearing for August 20, 2013 at 6:00 p.m. to consider transmitting the new Capital Improvement Element (CIE) and 2013 Annual Impact Fee Report to ARC and DCA for review.
- Consider approval of a proposal from Moreland Altobelli Associates, Inc. to perform a roadway design for Old Doss Lane under their annual engineering consulting services contract in the amount of \$11,000.00.
- Consider approval to donate used/surplused apparel (pants) from Cherokee Fire & Emergency Services to Life Connection Ministries located at 885 Woodstock Road in Rowell, Georgia.
- Consider authorizing County Manager, on behalf of the Board of Commissioners, to execute the annual Atlanta Regional Commission Aging Sub-grant Contract for State FY 2014 (July 1, 2013 to June 30, 2014) and corresponding Amendment One to the Sub-grant Contract, reducing Senior Services Fund by \$15,599.00 and General Fund by \$1,545.00 for a total reduction in Senior Services Budget in the amount of \$17,144.00.

Mr. Cooper then went over the **County Manager** Portion:

- 2.1 Approve a Change Order to the Construction Services Agreement (CSA) with Georgia Development Partners, LLC for installation and construction of the

Amphitheater for the Etowah River Park, in the not to exceed amount of \$291,161.10 to be fully paid by the City of Canton.

- 2.2 Consider approval of the FY 2014 Department of Human Services (DHS) annual contract for funding in the amount of \$159,104.49 which supports the **County's Rural Transportation Program** (CATS 5311).
- 2.3 Consider approval of resolution to change the tax collection commission rate charged to Cherokee County School District to 2.3% beginning 9/1/2013, rather than 10/1/2013 as approved earlier this year. Also change future year reductions effective date on September 1.
- 2.4 Consideration of request to submit a list of sixteen (16) roadways totaling 25.74 miles in need of resurfacing to GDOT for funding under the 2014 LMIG (Local Maintenance and Improvement Grant) in the amount of \$1,592,611.00.
- 2.5 Amendment: Consideration of contract amendment with Rhonda McClendon & Associates.

Mr. Cooper said that the contract amendment was increasing the funding and to insure completion by September 12, 2012 or sooner. Commissioner Johnston commented that the DA was in support of the increase. He added they have turned control over to the DA and are looking for her to tell them that it is necessary to spend the additional money. According to a previous conversation between the DA and the Chairman, she believes that it is.

Ms. Davis went over the **County Attorney** portion of the agenda:

- 3.1 City of Woodstock Annexation Notice, Army Corps of Engineers property.

Ms. Davis said that no official action would be necessary tonight because the City of Woodstock has withdrawn their request of annexation. She added that her office and Jeff Watkins and his team had made inquiries about the legality of contiguity of the property.

The Chairman stated that since he had indicated at the last meeting that documents would be made available for public review well in advance of the **Public Hearing for the Etowah Community PUD and we don't have anything at this point**, he was suggesting we move the Public Hearing from August 20 to the September 3rd meeting. He said at the August 20th Work Session they would have a **discussion on ideas they'd like to see on paper as to options**. Commissioner Johnston said that he had basically three concerns about the community and that Chief Gunnin had indicated that he had concerns from the fire protection perspective. Jeff Watkins confirmed that they would meet with the Fire Marshal prior to any plan being approved to discuss different roadway options, etc. and any plans would also have the usual disclaimer related to meeting fire regulations. A discussion ensued related to compromises, and moving categories as long as it totaled the 1,800 units.

The Chairman asked if there was anything else, hearing none, Commissioner Nelms moved to adjourn the Work Session at 4:52 p.m. Commissioner Gunnin seconded and the motion carried unanimously.

Executive Session Followed

MINUTES

Cherokee County Board of Commissioners

August 6, 2013
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Commissioner Johnston gave the invocation.

PLEDGE OF ALLEGIANCE

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

Chairman Ahrens led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:12 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; Vice Chair/Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

RATIFY CLOSURE OF EXECUTIVE SESSION

Chairman Ahrens called for a motion to ratify the closure of Executive Session at 5:55 p.m.

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

PRESENTATION(S)

1. Mr. Joe Hamlin request to name a bridge in honor of his daughter, Katie Hamlin.

Chairman Ahrens said that tonight there would be two types of presentations tonight, like 'bookends of the community' - Proclamations for achievements

and a resolution in honor and memorialization of **a young girl's life that ended one day before her 16th Birthday.**

He then called Mr. Joe Hamlin to the podium to speak about his daughter, Katie Hamlin. Mr. Hamlin thanked the Board for the opportunity to speak about his daughter and for consideration of his request. He also thanked Commissioner Gunnin who was among the first responders to the scene the night in 2002 when Katie was found. Mr. Hamlin then played a video of photos of Katie throughout her life. After, Commissioner Poole read the resolution to name the bridge on Kellogg Creek Road in honor of Katie Hamlin.

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

Chairman Ahrens gave a sign like those made for the bridge to Mr. Hamlin and told him that the signs would be installed at the bridge by the end of the week.

Mr. Hamlin once again thanked the Board for approving his request.

PROCLAMATION(S)

1. Proclaiming Tuesday, August 6th as **Jansen Jones Day** in Cherokee County.

Chairman Ahrens read the proclamation and presented it to Jansen Jones. Mr. Jones thanked the Board for the proclamation and he also thanked those **at the Solicitor General's office** for allowing him the time needed to reach this achievement. He said he was proud to call Cherokee County home now.

2. Proclaiming Wednesday, August 7th as **Youth Sports Champions Day** in Cherokee County.

Commissioner Nelms thanked everyone for their participation and stated that these outstanding athletes are **the County's future leaders. He then** read the proclamation and congratulated the athletes and coaches for their achievements. Athletic Director Jay Worley introduced the teams and gave a brief summary of their respective achievements. The individuals were announced and Youth Sports Champion Day pins were given out.

AMENDMENTS TO AGENDA

1. Add item 2.5 Under County Manager's Portion: Consideration of contract amendment with Rhonda McClendon and Associates.
2. Remove item 1.2 from Consent Agenda and add to County Manager's portion: Georgia Power Easement.
3. Add under the Chairman's Portion: A. Discussion on Etowah Community PUD.

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

ANNOUNCEMENTS

None.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM JULY 16, 2013.

As distributed by the County Manager.

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

APPROVAL OF WORK SESSION MINUTES FROM JULY 16, 2013.

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

APPROVAL OF REGULAR MEETING MINUTES FROM JULY 16, 2013.

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

APPROVAL OF SPECIAL CALLED MEETING MINUTES FROM JULY 25, 2013.

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

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

No one signed up to speak.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

Amended: A. Update on Etowah Community Public Hearing.

- A. Chairman Ahrens said that he had indicated in a previous meeting that proposals/alternatives would be made available to the public at least two weeks in advance of the August 20th Public Hearing. He said that this has not happened, therefore he was suggesting to post-poner the Public Hearing to September 3rd at 6:00 p.m. He added that at the Work Session on August 20th the documents would be available and discussed publicly.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval for surplus and recycling of computers and electronic equipment in poor condition from various Public Safety divisions.

- 1.2 **Amended: Moved to County Manager's Portion** - ~~Approval to grant underground electrical service easement and perpetual right-of-way to Georgia Power (GA Power) for the underground electrical services lines for the new Fire-ES Training Center. There is no cost associated with easement or with GA Power bringing in electrical service.~~

- 1.3 Approval to set a Public Hearing for August 20, 2013 at 6:00 p.m. to consider transmitting the new Capital Improvement Element (CIE) and 2013 Annual Impact Fee Report to ARC and DCA for review.

- 1.4 Consider approval of a proposal from Moreland Altobelli Associates, Inc. to perform a roadway design for Old Doss Lane under their annual engineering consulting services contract in the amount of \$11,000.00.

- 1.5 Consider approval to donate used/surplused apparel (pants) from Cherokee Fire & Emergency Services to Life Connection Ministries located at 885 Woodstock Road in Rowell, Georgia.

- 1.6 Consider authorizing County Manager, on behalf of the Board of Commissioners, to execute the annual Atlanta Regional Commission Aging Sub-grant Contract for State FY 2014 (July 1, 2013 to June 30, 2014) and corresponding Amendment One to the Sub-grant Contract, reducing Senior Services Fund by \$15,599.00 and General Fund by \$1,545.00 for a total reduction in Senior Services Budget in the amount of \$17,144.00.

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

COUNTY MANAGER

- 2.6 Amended: Approval to grant underground electrical service easement and perpetual right-of-way to Georgia Power (GA Power) for the underground electrical services lines for the new Fire-ES Training Center. There is no cost associated with easement or with GA Power bringing in electrical service.

Commissioner Poole made a motion to approve; Commissioner Nelms seconded. Commissioner Johnston recused himself because he works for an affiliate of GA Power. The motion was approved 4-0.

- 2.1 Approve a Change Order to the Construction Services Agreement (CSA) with Georgia Development Partners, LLC for installation and construction of the Amphitheater for the Etowah River Park, in the not to exceed amount of \$291,161.10 to be fully paid by the City of Canton.

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

Commissioner Johnston commented as a reminder that this was completely funded by the City of Canton.

- 2.2 Consider approval of the FY 2014 Department of Human Services (DHS) annual contract for funding in the amount of \$159,104.49 which **supports the County's Rural** Transportation Program (CATS 5311).

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

2.3 Consider approval of resolution to change the tax collection commission rate charged to Cherokee County School District (CCSD) to 2.3% beginning 9/1/2013, rather than 10/1/2013 as approved earlier this year. Also change future year reductions effective date on September 1.

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

2.4 Consideration of request to submit a list of sixteen (16) roadways totaling 25.74 miles in need of resurfacing to GDOT for funding under the 2014 LMIG (Local Maintenance and Improvement Grant) in the amount of \$1,592,611.00.

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

2.5 Amendment: Consideration of contract amendment with Rhonda McClendon & Associates.

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

COUNTY ATTORNEY

3.1 City of Woodstock Annexation Notice, Army Corps of Engineers property.

Angie Davis said that essentially there was no action required tonight per developments earlier today. The City of Woodstock withdrew the notice of annexation. She said that the County had questions on the legality of contiguity on the property. She added that we may receive a revised

application from them in the future, but no further action was necessary at this time.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 7:08 p.m.; Commissioner Poole seconded and the motion received unanimous approval.



Cherokee County, Georgia Agenda Request

Public Hearing

SUBJECT: Transmittal of 2013 CIE Amendment and Annual Report MEETING DATE: 08/20/2013

SUBMITTED BY: Margaret Stallings

COMMISSION ACTION REQUESTED:

Hold the advertised Public Hearing and consider transmittal of the Capital Improvement Element 2013 Amendment and 2013 Capital Improvements Element / Short Term Work Plan Annual Update to the Atlanta Regional Commission and the Georgia Department of Community Affairs for their review.

FACTS AND ISSUES:

Since May, Bill Ross from Ross+Associates has been engaged in preparing an amendment of our Capital Improvement Element and Impact Fee Methodology Report. These documents are being updated to reflect new population, housing and employment projections as well as adjusted project lists for each of the six (6) impact fee facilities. Bill has met with each of the related departments to gather updated information on existing facilities and future capital projects. These documents are ready to be reviewed by the Atlanta Regional Commission and the Georgia Department of Community Affairs.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve transmittal of the Capital Improvement Element 2013 Amendment and 2013 Capital Improvements Element / Short Term Work Plan Annual Update to ARC & DCA for review.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

Georgia, Cherokee County

Transmittal Resolution
Capital Improvements Element 2013 Amendment
&
2013 Capital Improvements Element / Short Term Work Plan
Annual Update

Cherokee County, Georgia

WHEREAS, Cherokee County has adopted a Capital Improvements Element as an amendment to the *Cherokee County Comprehensive Plan*; and

WHEREAS, a Capital Improvements Element 2013 Amendment and 2013 Capital Improvements Element / Short Term Work Plan Annual Update have been prepared in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on August 20, 2013, at 6:00 P.M. in Cherokee Hall of the Cherokee County Administration Building;

BE IT THEREFORE RESOLVED that the Board of Commissioners of Cherokee County, Georgia, does hereby submit the Capital Improvements Element 2013 Amendment and 2013 Capital Improvements Element / Short Term Work Plan Annual Update to the Atlanta Regional Commission for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this 20th day of August, 2013.

BY: _____
L.B. Ahrens, Chairman

ATTEST: _____
Christy Black, County Clerk

CHEROKEE TRIBUNE
521 East Main Street ♦ Canton, Georgia 30114
PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA - County of Cherokee

Before me, the undersigned; a Notary Public, this day personally came **Otis Brumby III**, who, being duly sworn, according to law, says that he is the **General Manager** of *Times Journal, Inc.*, publishers of the *Cherokee Tribune*, official newspaper published in said county and State, and that the publication, of which the annexed is a true copy, was published in said paper on the 2nd day of August, 2013, as provided by law.



Subscribed and sworn to before me this 2nd day of August, 2013.


Notary Public

My commission expires September 15, 2014.



M-1654

Notice of Public Hearing

Notice is hereby given that a public hearing will be held in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia, on Tuesday, August 20, 2013 at 6:00 p.m. before the Board of Commissioners of Cherokee County, Georgia, to consider a resolution transmitting a draft Capital Improvements Element 2013 Amendment, relating to the County's impact fee program, and the 2013 Annual Impact Fee Report / Short Term Work Plan to the Atlanta Regional Commission for regional review pursuant to the Georgia Planning Act of 1989. A copy of the document is available in the Planning and Land Use Department during regular business hours 8am to 5pm, Monday through Friday at the Cherokee County Administration Building. Any persons wishing to be heard on this issue are invited to attend.

8:2



Planning and Land Use

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

FROM: Vicki Taylor Lee, Zoning Administrator

DATE: August 15, 2013

SUBJECT: Summary of Zoning Cases

At the August 6, 2013 meeting the Planning Commission reviewed the following items:

Zoning Cases:

CASE NUMBER	: 13-08-011
APPLICANT	: Arthur Sarkisian
ZONING CHANGE	: NC to GC
LOCATION	: 420 Victoria Road
MAP & PARCEL NUMBER	: 21N09, Part of Parcel 581
ACRES	: 2.93
PROPOSED DEVELOPMENT	: Commercial Uses
COMMISSION DISTRICT	: 3
FUTURE DEVELOPMENT MAP	: Neighborhood Village over Suburban Living
PLANNING COMMISSION RECOMMENDATION	: Approval



Georgia Department of Behavioral Health & Developmental Disabilities
Frank W. Berry Commissioner

DBHDD Region One Office

705 North Division Street, • Building 104 • Rome, GA 30165 • Phone: 706-802-5272 • FAX: 706-802-5280

August 13, 2013

Buzz Ahrens, Chairman
Cherokee County Board of Commissioners
1130 Bluffs Pkwy
Canton, Ga. 30114-5632

Dear Chairman Ahrens:

According to our records, the DBHDD Region One Planning Board has one (1) vacant seat for Cherokee County. We are requesting that you appoint a new member to represent your County.

Filling this vacancy as soon as possible will ensure representation for the citizens of Cherokee County. When making your selection for a new appointee, please be mindful of the requirements that more than half of the Planning Board's membership is to be consumers and family members of consumers, and that the duration of a term is 3 years or the unexpired term of the person being replaced. Notice of this appointment should be on your letterhead and must include the appointment date and the expiration date for the appointee's term. Please send us the appointment letter and a copy of the person's completed application.

The DBHDD Region One Planning Board's meeting location is the Ball Ground Public Library Conference Room in Ball Ground, Georgia 30107. The Board regularly meets the second Thursday of every other month from 2:00 p.m. until 4:00 p.m. The next scheduled meeting is October 10, 2013.

For your convenience I have enclosed a copy of the Bylaws, a 2013 DBHDD Region One Planning Board meeting schedule, a Board Member's Application and a W-9 form for the appointee to complete and return to this office. Please have your appointee complete the application form that accompanies this letter. If you have questions or concerns, please feel free to call me at (706) 802-5272 or e-mail me at www.djdebose@dhr.state.ga.us. Thank you for your assistance in this matter.

Sincerely,

Deborah DeBose
Region One Support Services

Enclosures:

cc: Dr. Bill Hudson, Board Chair
Mr. Charles Fetner, Regional Coordinator
Region One File



Cherokee County, Georgia Agenda Request

1.1

SUBJECT: Setting Public Hearing for FY2014 Budget

MEETING DATE: 8/20/2013

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Approve to set a Public Hearing for September 17, 2013 at 6:00 pm to solicit public feedback regarding the FY2014 Budget.

FACTS AND ISSUES:

Here is our schedule of upcoming dates surrounding the FY2014 Budget.

1. On Sunday September 1, 2013 we will advertise a Public Notice that the FY2014 Budget will be available for public review on Wednesday September 4, 2013. The Public Notice will also reference the Public Hearing to be held on September 17, 2013.
2. We will have the FY2014 Budget available for review on our website and a hard copy will be available in the County Clerk's Office.
3. On Tuesday September 3, 2013 I will provide an overview of the FY2014 Budget during the work session.
4. On Tuesday September 17, 2013 we will hold a Public Hearing so that the public may comment on the FY2014 Budget.
5. On Sunday September 22, 2013 we will advertise a Public Notice that the FY2014 Budget will be considered for adoption on Tuesday October 1, 2013.
6. On Tuesday October 1, 2013 the BOC will be asked to consider adopting the FY2014 Budget.

BUDGET: N/A

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Janelle Funk



Cherokee County, Georgia Agenda Request

SUBJECT: Sale of County Property – Jones Building

MEETING DATE: August 20, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve purchase and sale agreement for former Jones Building to Westbridge Partners for \$1.8 million, plus reimbursement for cost of removal of building façade.

FACTS AND ISSUES:

Westbridge Partners submitted a bid to purchase the Jones Mercantile Building (formerly county administration building) located in downtown Canton. Conditions of the purchase include:

- 1) Purchase price of \$1.8 million;
- 2) Closing will occur within 45 days following the purchaser's receipt of the approvals from the State Historic Preservation Office (SHPO) and the National Park Service (NPS) to redevelop the property under the Federal Historic Tax Incentives Program;
- 3) Purchaser will place \$35,000 in Earnest money with a Title Company. If purchaser does not terminate the purchase agreement within the 45-day inspection period, an additional \$15,000 will be placed in escrow;
- 4) Purchaser agrees to add the cost of removal of the façade to the purchase price; and,
- 5) The County shall demolition the interior of the building at no cost to the Purchaser.

BUDGET:

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

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

ADMINISTRATIVE RECOMMENDATION:

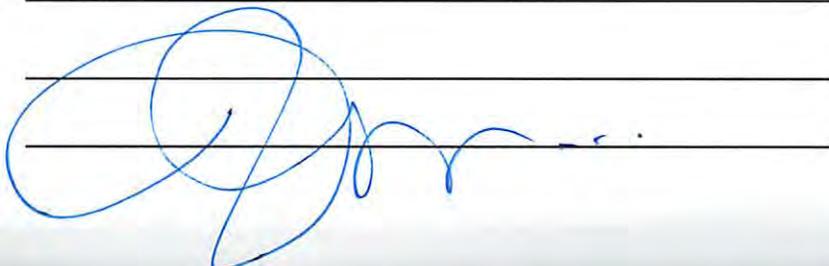
Approve purchase and sale agreement.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



**PURCHASE AND SALE AGREEMENT
FOR
IMPROVED REAL ESTATE**

THIS PURCHASE AGREEMENT (hereinafter referred to as the “**Agreement**”) is made and entered into as of the ____ day of _____, 2013, by and among Cherokee County, Georgia (“**Seller**”), and Westbridge Realty Partners, LLC, a Georgia limited liability company (“**Purchaser**”).

WITNESSETH:

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller certain real property in accordance with the terms and conditions hereinafter provided and pursuant to O.C.G.A. § 36-9-3(a)(1).

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser do hereby covenant and agree as follows:

ARTICLE ONE - PROPERTY

1.1 **Purchase of Property.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, that certain real property having a street address of 130 East Main Street, Cherokee County, in the City of Canton, in the State of Georgia, being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all of the tenements, hereditaments, improvements, buildings, facilities, appurtenances, rights, easements and rights-of-way incident thereto (collectively, the “**Property**”).

ARTICLE TWO - PURCHASE PRICE AND CLOSING

2.1 **Purchase Price.** The purchase price (the “**Purchase Price**”) for the Property shall be One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00). The Purchase Price, which amount shall be reduced and/or adjusted by the Earnest Money (as hereinafter defined) and Closing prorations and adjustments, if any, shall be paid by Purchaser to Seller at Closing by wire transfer of Federal funds, or by cashier’s or certified check, or by closing attorney’s escrow account check, at Purchaser’s election.

2.2 **Closing.** The consummation of the purchase and sale of the Property herein contemplated (such consummation being herein referred to as the “**Closing**”) shall take place on or before the forty-fifth (45th) day following the earlier of (i) Purchaser’s receipt of the Approvals (as defined in Section 4.2 below), or (ii) the expiration of the Approval Period (as defined in Section 4.2 below) as such Approval Period may be extended, upon at least five (5) days’ prior written notice from Purchaser to Seller. In the event no such notice is given the Closing shall be held on said forty-fifth (45th) day. In the event the date of Closing falls on a Saturday, Sunday or holiday, the date of Closing shall be extended until the next business day.

2.3 Place of Closing. The Closing shall take place as an escrow closing through Chicago Title Insurance Company (the “**Title Company**”) or at such other place in the metropolitan Atlanta, Georgia area as may be mutually agreed upon by Seller and Purchaser.

2.4 Earnest Money; Payment at Closing. Purchaser shall deliver to the Title Company, not later than three (3) business days after the Execution Date, the sum of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) (the “**Earnest Money**”), which Earnest Money, together with any interest earned thereon, shall, at Closing, either be credited to or returned to Purchaser, if not theretofore disbursed in accordance with the terms and conditions of this Agreement. If Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period (as defined hereinafter), then within three (3) business days following the expiration of the Inspection Period, Purchaser shall deposit with Title Company the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) as additional Earnest Money with the Title Company. In the event such additional Earnest Money is required to be deposited in accordance with this Agreement, all references to “**Earnest Money**” or “**Earnest Monies**” herein shall thereafter refer to the original Earnest Money and the additional Earnest Money; prior to such requirement, whenever used in this Agreement, the term “**Earnest Money**” or “**Earnest Monies**” shall mean only the original Earnest Money.

ARTICLE THREE - EVIDENCE OF TITLE; SURVEY

3.1 Title. Seller covenants to convey to Purchaser at Closing good and marketable fee simple title in and to the Property. For the purposes of this Agreement, “good and marketable fee simple title” shall mean fee simple ownership, free of all claims, liens and encumbrances of any kind or nature whatsoever other than the following (hereinafter called the “**Permitted Exceptions**”), to the extent specifically identified and set forth as exceptions to title as a result of Purchaser’s examinations of title and/or survey of the Property: (i) current state and county ad valorem real property taxes not due and payable on the date of Closing; (ii) easements for the maintenance of public utilities that serve only the Property and that do not adversely affect Purchaser’s intended use of the Property; (iii) Title Company’s standard printed exceptions; and (iv) such other matters, if any, as may be subsequently approved in writing by Purchaser. Such title shall also be insurable by the Title Company at then current standard rates under the standard form of ALTA owner’s policy of title insurance currently in effect at the time of Closing (the “**Title Policy**”). Purchaser shall have until the termination of the Inspection Period (as defined in Section 4.1 below) in which to examine title to the Property and to give Seller written notice of objections (other than the Permitted Exceptions) that render Seller’s title less than good and marketable fee simple title (including, without limitation, any such objections revealed by the Survey of the Property procured in accordance with Section 3.2 below). Following Seller’s response to any such title objections, Purchaser shall have until the date of Closing in which to reexamine title to the Property and in which to give Seller notice of any additional objections (other than the Permitted Exceptions) disclosed by such reexamination and which were not filed and indexed of record on the date of Purchaser’s initial examination. Seller shall have until the date of Closing in which to satisfy all valid objections specified in any notice by Purchaser of title objections. If Seller fails so to satisfy any such valid objections, then, at the option of Purchaser, Purchaser may: (i) terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser promptly upon request, and all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; (ii) satisfy the objections, after deducting from the Purchase Price the cost of satisfying objections that are monetary in nature (e.g. mortgages, mechanics liens

and judgments) that can be satisfied by the payment of money; or (iii) waive such satisfaction and performance by Seller and elect to close. Purchaser shall pay the cost of the title insurance policy issued to Purchaser pursuant to this Section 3.1.

3.2 Survey. Purchaser may elect to have prepared, at Purchaser's expense, an accurate, as-built survey of the Property by a surveyor registered under the laws of the State of Georgia (hereinafter referred to as the "**Survey**"). Purchaser shall have until the end of the "Inspection Period" (as defined in Section 4.1 below) in which to have the Survey prepared and to give Seller written notice of any objections (other than Permitted Exceptions) revealed thereby.

ARTICLE FOUR - CONDITIONS TO CLOSING AND CONSUMMATION OF SALE

4.1 Inspection of Property. Notwithstanding any other provisions to the contrary contained in this Agreement, the parties hereto agree that Purchaser, its agents and representatives shall have a period (the "**Inspection Period**"), of forty-five (45) days from the date when this Agreement has been executed by both Purchaser and Seller (the "**Execution Date**"), in which to enter upon and make a complete inspection of the Property. Such inspection may include, but shall not be limited to, structural, mechanical, electrical, engineering, environmental, soil and landscaping tests, surveys, analyses and examinations; inspections for termites or other wood destroying organisms; and such other tests, studies, observations, analyses and examinations or studies that Purchaser may deem necessary or desirable in connection with its acquisition of the Property. During the Inspection Period Purchaser shall have free and complete access to all documentation, agreements and other information in the possession of Seller or any employee, agent or independent contractor of Seller pertaining to the ownership, use or operation of the Property, and Purchaser shall have the right to make copies of any such information at Purchaser's expense. In the event that Purchaser, in its sole discretion, determines that the condition of the Property is, for any reason whatsoever, unsatisfactory for Purchaser's contemplated use or development of the Property, Purchaser shall have until five (5) days after the termination of the Inspection Period to notify Seller in writing that Purchaser has elected to terminate this Agreement. Promptly following receipt of such notice, Seller shall instruct the Title Company to return the Earnest Money to Purchaser and, upon Purchaser's receipt of the Earnest Money, this Agreement shall be terminated and neither party shall have any further rights hereunder. Purchaser hereby agrees to indemnify and hold Seller harmless against any injury to persons or property arising out of Purchaser's inspection of the Property.

4.2 Approvals. Purchaser's obligation to purchase the Property is contingent upon the Purchaser receiving approval (the "**Approvals**") of a Part 1 and Part II application to the State Historic Preservation Office ("**SHPO**") and the National Park Service ("**NPS**") to redevelop the Property under the Federal Historic Tax Incentives Program. If Purchaser does not elect to terminate this Agreement pursuant to Section 4.1 hereof, then Purchaser shall have up to nine (9) months following the expiration of the Inspection Period (as defined in Section 4.1) in which to obtain the Approvals (said nine (9) month period is hereinafter referred to as the "**Approval Period**"). Purchaser shall submit its applications for the Approvals as soon as reasonably possible and, thereafter, diligently pursue obtaining the Approvals. If Purchaser is unable to obtain the Approvals by the expiration of the Approval Period and any extension thereof, Purchaser may terminate this Agreement by written notice to Seller and Title Company prior to the expiration of the Approval Period, and thereupon, the Earnest Money shall be paid to Purchaser by the Title

Company and, except for the indemnification obligations set forth in Sections 4.1, 4.8 and 6.3 hereof, the parties shall be relieved of liability to each other.

If Purchaser is proceeding diligently to obtain the Approvals but has not obtained the Approvals by the expiration of the initial Approval Period, then Purchaser shall have the right to extend the Approval Period for two (2) additional periods of thirty (30) additional days (each an “**Extended Approval Period**”) by delivering written notice of such election to Seller prior to the expiration of the initial Approval Period, or the first Extended Approval Period, as the case may be. If Purchaser fails to timely deliver such written notice, Purchaser shall be deemed to have elected to extend the Approval Period as set forth in this Section 4.2. All of the terms and conditions of this Agreement shall continue to apply during the Extended Approval Period.

4.3 Cooperation. Seller shall cooperate with Purchaser in Purchaser’s efforts to obtain the Approvals, and does hereby grant Purchaser the authority to sign and execute the applications therefor. If required, Seller shall execute reasonable applications for Approvals. Purchaser shall have no obligation to appeal a negative decision on any such Approval and, provided Purchaser is acting in a manner consistent with its obligation to pursue the Approvals diligently and in good faith, shall have the right to withdraw any application filed for an Approval.

4.4 Delivery of Development Information. In order to facilitate Purchaser’s inspection of the Property, Seller agrees, to the extent in Seller’s possession or control, to deliver the following items to Purchaser within five (5) business days after the Execution Date:

- (i) Evidence of the zoning status of the Property;
- (ii) Evidence that water, gas, electric, storm and sanitary sewer and telephone service is or will be available on rights-of-way adjacent to the Property in adequate capacity for the Purchaser’s contemplated use of the Property;
- (iii) Copies of all soils and environmental reports or inspections obtained by, prepared for or by, or discovered by Seller in connection with Seller’s acquisition, ownership and development of the Property;
- (iv) Copies of all governmental approvals obtained by Seller in connection with its development, ownership and/or operation of the Property, including without limitation certificates of occupancy as to all portions of the improvements occupied by Seller or any tenant, lessee or other occupant thereof;
- (v) Copies of all boundary or topographic surveys, as-built surveys, subdivision plats and accompanying surveyor’s certificates prepared for Seller in connection with its development of the Property;
- (vi) Copies of all title certificates, title commitments or policies relating to the Property, and copies of all Permitted Exceptions and other matters scheduled or shown as exceptions to title or requirements thereon;
- (vii) A copy of the recorded subdivision plat (if, and when available) of the Property;

(viii) A copy of any agreement or restrictive covenant that affects the development or ownership of the Property;

(ix) A copy of Seller's most current rent-roll for the Property;

(x) A list of, and copies of, all written leases, licenses or other agreements whereby any tenant, lessee or other party is granted the right to occupy all or any part of the Property, together with a list of, and copies of, any and all real estate brokerage commission agreements pertaining thereto;

(xi) A list of, and copies of, all default notices, demand letters and/or estoppel certificates (if any) received by Seller within the twelve (12) month period preceding the date hereof from any and all tenants, lessees or other parties occupying all or any part of the Property;

(xii) A list of, and copies of, any and all agreements or instruments pertaining to the maintenance, management and/or operation of the Property as presently conducted;

(xiii) A list of any and all oral agreements (if any), pertaining to the use, occupancy, maintenance, management and/or operation of the Property as presently conducted, including an identification of the party or parties to each such agreement, a description of the material terms thereof, and a description of the manner and time period in which each such agreement can be terminated; and

(xiv) Such other items in Seller's possession that Purchaser may reasonably request in connection with its inspection of the Property.

4.5 **Seller's Work.** Seller acknowledges that a primary inducement to Purchaser for its execution and delivery of this Agreement is Seller's obligation to perform the following work at the Property on or before the expiration of the Approvals Period:

(a) **Interior Demolition.** Seller shall remove (i) all existing interior improvements back to structure and slab, (ii) electrical back to existing panels, (iii) HVAC ductwork and controls back to the unit, with the exception of the large ductwork located in the upper floor, and (iv) plumbing back to sub ups on main level at building entrance, all in accordance with Exhibit B attached hereto, with exception of the records stored in the climate controlled space located in the basement. Said records will be removed within 30 days following closing, unless mutually agreed to by both parties. Seller shall also remove all of the furniture, fixtures, furnishings, machinery, equipment and vehicles situated on or about the Property on or before Closing. In the event that Seller completes the interior demolition described in this subsection (a) on or before the expiration of the Approvals Period and the Closing does not occur, Seller shall be entitled to receipt of the Earnest Money notwithstanding any other provision of this Agreement.

(b) **Façade Removal.** Seller shall, subject to reimbursement by Purchaser, remove the existing façade in accordance with Exhibit C attached hereto. Purchaser shall have the right to approve the contractor selected by Seller to complete the façade removal and the amount of the contract therefor. At Closing, the cost of the façade removal, to the extent approved in

advance by Purchaser, shall be added to the Purchase Price and shall be paid by Purchaser in accordance with the terms of Section 2.1 hereof. Purchaser shall have no obligation to reimburse Seller for the cost of the façade removal in the event the Closing does not occur.

Seller shall notify Purchaser upon completion of Seller's Work, and within ten (10) days after receipt of Seller's written notice, Seller and Purchaser shall perform a joint inspection of the Property to enable Purchaser to determine, in Purchaser's sole discretion, whether Seller's Work has been satisfactorily completed. If Purchaser determines, in Purchaser's sole discretion, that Seller's Work is not complete as of the date of walk-through, Purchaser shall provide Seller a reasonably detailed, written explanation of each of Purchaser's objections ("**Purchaser's Punch-List**"). Seller shall have thirty (30) days following receipt of Purchaser's Punch-List to complete the items thereon; should Seller fail to complete such items within the thirty (30) day period following Seller's receipt of Purchaser's Punch List, Purchaser may either elect to (i) terminate this Agreement, in which case Escrow Agent, promptly upon request by Purchaser, shall return the Earnest Money and any interest earned thereon to Purchaser, (ii) maintain an action for breach of this Agreement, specific performance or any other legal or equitable relief available to Purchaser, or (iii) complete the incomplete items listed on Purchaser's Punch List on Seller's behalf, in which case Seller shall reimburse Purchaser for Purchaser's cost to complete any such items related to the interior demolition and the cost of completing any such items related to the façade removal shall be added to the Purchase Price pursuant to paragraph (b) above. The Approvals Period shall be extended until the items listed on Purchaser's Punch-List have been completed to Purchaser's satisfaction.

4.6 Seller's Deliveries and Conditions to Purchaser's Obligations. Seller shall execute and deliver at Closing the following documents, dated the date of Closing, the form of each of which shall be reasonably acceptable to Seller and Purchaser, and the execution and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated:

(a) Limited Warranty Deed. A Limited Warranty Deed, in recordable form, duly executed by Seller and conveying to Purchaser good, fee simple, marketable and insurable title to the Property, using the legal description by which Seller acquired title to the Property as provided for in the Title Company's commitment for the Title Policy, subject only to the Permitted Exceptions;

(b) Seller's Certificate. A certificate duly executed by Seller and certifying that each and every warranty and representation made by Seller in this Agreement is true and correct as of Closing, as if made by Seller at such time;

(c) FIRPTA Certificate. A certificate duly executed by Seller setting forth Seller's address and Social Security or tax identification number and certifying whether or not Seller is a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA);

(d) Quitclaim Deed. If the legal description of the Property prepared from the Survey differs from the legal description by which Seller acquired title to the Property, then Seller shall also execute and deliver to Purchaser at Closing a Quitclaim Deed, in recordable

form, duly executed by Seller and conveying the Property to Purchaser using the Survey legal description;

(e) Closing Statement. A closing statement duly executed by Seller, Purchaser and “Brokers” (as defined below), setting forth in reasonable detail the financial transaction contemplated by this Agreement, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds;

(f) Georgia Withholding Tax Affidavit. If Seller does not desire Purchaser to withhold a portion of the purchase price for payment to the Georgia Department of Revenue pursuant to O.C.G.A. § 48-7-128, Seller shall provide Purchaser with an affidavit in form and substance acceptable to Title Company, sufficient to demonstrate that Seller is exempt from the withholding requirements of said statute; and

(g) Additional Documents. Originals (or, if originals are not available, copies certified by Seller as of Closing to be true and correct) of all surveys, plans and specifications and other similar documents relating to the applicable Property that may be in Seller’s possession (and that have not been delivered to Purchaser previously pursuant to the provisions of Section 4.2 above), as well as such other documents, affidavits or certificates as are customary or may be necessary to consummate the sale of the Property, to induce the Title Company to issue the Title Policy, or to induce and bank, savings and loan association, insurance company or other institutional lender to consummate its loan(s) to Purchaser which shall be secured by the Property.

4.7 Cost of the Parties. Seller shall pay the following costs in connection with the Closing: (i) all real estate excise or transfer, recording, documentary stamp or similar taxes, fees or expenses imposed in connection with the conveyance of the Property; and (ii) one-half of Title Company’s escrow fee. Purchaser shall pay the following costs: (i) all title insurance premiums; (ii) the cost of updating the Survey; and (iii) one-half of Title Company’s escrow fee. Each party shall pay the fees of its own attorneys, accountants and other professionals. All costs and expenses of the parties’ performance of their respective obligations hereunder and the consummation of the transactions contemplated herein that have not been assumed specifically by either party under the terms hereof, shall be borne by the party incurring such cost or expense.

4.8 Real Estate Commission. The Purchaser represents and warrants that the Purchaser has not dealt with any broker in connection with its purchase of the Property. The Purchaser will indemnify and hold harmless the Seller from and against any and all claims, loss, liability, cost and expenses (including reasonable counsel fees) resulting from any claim that may be made against the Seller by any broker or person, other than the Broker (as defined below), claiming a commission, fee or other compensation by reason of this transaction, if such claim arises by or on account of any act of the Purchaser or Purchaser’s representatives.

The Seller represents and warrants that the Seller has not dealt with any broker or other finder other than Wilson, Hull & Neal Real Estate (the “**Broker**”) in connection with the sale to Purchaser of the Property. The Seller will, to the extent, if any, allowed by law, indemnify and hold harmless the Purchaser from and against any and all claims, loss, liability, cost and expenses

(including reasonable counsel fees) resulting from any claims that may be made against the Purchaser by any broker or person, including, without limitation, the Broker, claiming a commission, fee or other compensation from Purchaser by reason of this transaction, if such claim arises by or on account of any act of the Seller or Seller's representatives. The Broker's commission shall be paid by Seller pursuant to a separate agreement.

4.9 Possession of Property. Seller shall deliver possession of the Property to Purchaser at the time of Closing.

4.10 Conditions to Closing. The obligation of Purchaser to close the transaction set forth in this Agreement is subject to the fulfillment of the following conditions on or prior to Closing, each of which shall continue as a condition until the Closing unless waived by Purchaser. If any of the conditions set forth in this Section 4.10 are not be satisfied on or before the date of Closing, the Earnest Money and accrued interest promptly shall be returned to Purchaser and, thereafter, neither party shall have any further rights or obligations hereunder except for those which are expressly stated to survive the termination of this Agreement.

(a) Approval by Purchaser. Purchaser shall have received and approved all items and documentation provided in this Agreement to be delivered to Purchaser.

(b) Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing.

(c) Performance by Seller. Seller shall have performed all agreements, undertakings and obligations including, without limitation, satisfactory completion of the Seller's work described in Section 4.5 above, and complied with all conditions required by this Agreement to be performed and/or complied with by Seller.

(d) No Change to Property. As of the date of the Closing there shall have been no material adverse change in the condition of the Property.

(e) Contingencies Satisfied. The contingencies set forth in Section 4.2 shall have been fulfilled or waived on or before the dates provided for in Section 4.2.

(f) Title Policy. Title Company shall be committed to provide to Purchaser, subject only to payment of the premium therefor, the Title Policy insuring that fee title to the Property (and any appurtenant easements) is vested in Purchaser subject only to (i) the lien of real property taxes for the current year not yet due and payable (which shall be prorated as of the Closing as provided in Section 5.1 hereof), and (ii) the Permitted Exceptions that were approved (or waived) by Purchaser as provided in Section 3.1 hereof.

ARTICLE FIVE - PRORATED ITEMS

5.1 Assessments and Other Taxes. All assessments, taxes and other similar charges (general and special, ordinary and extraordinary) that have become a lien upon the Property or any part thereof at the date of Closing, whether or not same are then past due or are payable thereafter (in installments or otherwise), or that have been confirmed by any public authority as of the date of

Closing, shall (to the extent not paid directly by the tenants under the Leases), at Purchaser's option, either be paid in full by Seller at the Closing or credited against the Purchase Price and assumed by Purchaser. All ad valorem taxes for the tax year in which the Closing occurs shall be prorated at and as of the Closing and, unless same have already been paid in full by Seller or are the obligation of tenants under the Leases, Purchaser shall assume the entire obligation for payment of such taxes. Such proration of current ad valorem taxes shall be based on the most recent tax bill and shall be subject to further adjustment upon receipt of the final bill.

5.2 Other Prorations. At the Closing, the following items (if applicable) shall also be prorated and the Purchase Price shall be adjusted to reflect such prorations: (i) charges for utilities servicing the Property, including, without limitation, charges for gas, electricity, sewer and water; and (ii) all other charges and fees customarily prorated and adjusted in similar transactions. Seller shall receive a credit for all utility and similar deposits, if assigned to Purchaser.

In the event that accurate prorations and other adjustments are not made at Closing because current bills were not available (as, for example, in the case of utility bills), the parties shall prorate such items on the basis of the best available information, subject to adjustment upon receipt of the final bill. Seller shall use its best efforts to have all utility meters read on the date of Closing so as to determine accurately its share of current utility bills. For purposes of making prorations, Seller shall be deemed to have conveyed the Property as of 11:59 PM on the date of Closing.

ARTICLE SIX – REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce the Purchaser to enter into this Agreement, Seller makes the representations, warranties and covenants hereinafter contained, each of which is material to and is relied upon by Purchaser. Seller represents, warrants and covenants as follows:

6.1 Authority to Sell. Seller has the right, power and authority to enter into this Agreement and to sell the Property to Purchaser in accordance with the terms and conditions hereof and will deliver satisfactory evidence of such right, power and authority to Purchaser at Closing.

6.2 Ownership of Property. Seller is the sole owner of good, fee simple, marketable and insurable title to all of the Property, subject only to the Permitted Exceptions. The Property does not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Property.

6.3 Hazardous Waste. For purposes of this paragraph, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601 et seq., or generally any contaminant, oil, radioactive or other material, the removal of which is required or the maintenance of which is prohibited or penalized by any local, state or federal agency authority or governmental unit.

(i) To Seller's best knowledge, the Property does not contain any hazardous substance nor does any adjacent property;

(ii) Seller has not conducted, authorized or permitted the generation, transportation, storage, treatment, handling, or disposal of any hazardous substance at the Property;

(iii) Seller is not aware of any pending or threatened litigation or proceedings before any administrative agency in which any person or entity alleges the presence, release, threat of release, placement on or in the Property or any adjacent property, or the generation, transportation, storage, treatment, or disposal at the Property or any adjacent property, of any hazardous substance;

(iv) Seller has not received any notice of and has no actual or constructive knowledge that any governmental authority or any employee or agent thereof has determined, or threatens to determine, that there is a presence, release, threat of release, placement on or in the Property or any adjacent property, or the generation, transportation, storage, treatment, or disposal at the Property or any adjacent property, of any hazardous substance;

(v) There have been no communications or agreements with any governmental authority or agency (federal, state or local) or any private entity, including, but not limited to, any prior owners of the Property, relating in any way to the presence, release, threat of release, placement on or in the Property or any adjacent property, or the generation, transportation, storage, treatment, or disposal at the Property or any adjacent property, of any hazardous substance;

6.4 No Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending, threatened or contemplated against the Property or any part of the Property, and Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part of the Property.

6.5 Operating Agreements. Except as disclosed in writing to Purchaser, the Property is not subject to any leases, operating or maintenance agreements that cannot be terminated by Purchaser (as Seller's assignee), without charge or penalty, upon thirty (30) days' or less notice.

6.6 Pending Litigation. There is no litigation or any administrative proceeding pending with respect to the Property or for which Seller has received service of process or written notice of the threat thereof.

6.7 Flood Hazard Area. No portion of the Property is located within any Special Flood Hazard Area designated by the United States Department of Housing and Urban Development, or in any areas similarly designated by any agency or any other governmental authority.

6.8 Non-Foreign Person. Seller is not a "foreign person" for purposes of the withholding rules of the Federal Deficit Reduction Act of 1984.

6.9 Mechanic's Liens. At or prior to Closing, Seller shall pay for all labor that has been performed on, or materials furnished to, the Property for which a mechanic's or materialmen's lien or liens could be claimed by any person, party or entity.

6.10 Leases. There are no Leases pertaining to the Property, and no tenants, lessees or other occupants of all any part of the Property, except as disclosed by Seller to Purchaser in accordance with Section 4.3 above.

6.11 Operation of Property Pre-Closing. Between the date hereof and the date of Closing, Seller covenants and agrees as follows:

(a) Maintenance. Subject to the provisions of Article VII concerning repairs and replacements in the event of substantial condemnation or casualty, all repairs and replacements to the Property shall be made by and at the expense of Seller. Seller shall continue to maintain the Property in substantially the same manner as Seller is presently maintaining same.

(b) Encumbrances. Seller shall not grant or permit any new Encumbrances on or about the Property without the prior written consent of Purchaser;

(c) Other Acts. Seller shall not undertake or omit to undertake any other act which might have a material, adverse effect on the Property, or the operations thereof as presently conducted; and

(d) Purchaser's Right of Inspection. From and after the date hereof, Purchaser shall have complete and free access to all documentation, agreements and other information in the possession of Seller or any employee, agent, representative or independent contractor of Seller pertaining to the ownership, use or operations of the Property; and Purchaser shall have the right to make copies of same at its expense. Seller shall also use its best efforts to cause all of its employees, agents, representatives and independent contractors engaged in the operations of the Property to confer with Purchaser and its designees at reasonable times during normal business hours in connection with the operations of the Property.

6.12 Termite Clearance. No termites or other wood destroying organisms, or structural damage from any thereof, is or are present upon the Property.

6.13 OFAC Compliance. Seller and all beneficial owners of Seller are in compliance with all laws, statutes, rules and regulations of any federal, state or local governmental authority in the United States of America applicable to such Persons (defined below), including, without limitation, the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Neither Seller nor any beneficial owner of Seller: (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); (b) is a Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; (c) is owned or controlled by, nor acts for or on behalf of, any Person on the Lists or any other Person who has been determined by competent authority to be subject to the

prohibitions contained in the Orders. As used herein, the term "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

6.14 Truth of Warranties and Representations. The truth and accuracy in all material respects, as of the date of Closing, of all representations and warranties made by Seller herein and in Seller's certificate described in Section 4.3(b) shall be an express condition to Purchaser's obligation to consummate the transactions contemplated herein.

ARTICLE SEVEN - CONDEMNATION OR CASUALTY

7.1 Condemnation or Casualty. Should the Property or any portion thereof be taken by condemnation or conveyed under the threat of condemnation prior to Closing, or should the improvements on the Property be damaged by fire or any other casualty prior to Closing, then, in any of such events, Purchaser may, at its option, elect to: (i) terminate this Agreement by notifying Seller in writing at least five (5) days prior to the last date for Closing as provided for above, in which case the Earnest Money shall be refunded to Purchaser promptly upon request, and all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) proceed to Closing, in which event the Purchase Price shall be reduced by the total of any awards or other proceeds received by Seller on or before the date of Closing with respect to any taking, fire or other casualty (as applicable) and the amount of any deductible under Seller's insurance policies, and at Closing Seller shall assign to Purchaser all of its right to any and all awards or other proceeds paid or payable thereafter by reason of any taking, fire or other casualty (as applicable); or (iii) postpone the Closing until not later than twenty (20) days after the date that the condemnation or taking becomes final and non-appealable and the proceeds therefor have been paid to Seller, or until not later than twenty (20) days after the date that the amount of the insurance proceeds attributable to such fire or other casualty is finally determined and paid to Seller. In the event of any such postponement by Purchaser, Purchaser shall thereafter again have the right to elect to proceed under items (i) or (ii) above by written notice to Seller given no later than ten (10) days prior to the postponed date of Closing determined in accordance with item (iii) above. Seller shall notify Purchaser as soon as possible after the occurrence of any fire or other casualty, and Seller shall notify Purchaser of the existence of eminent domain proceedings or any proposal regarding a conveyance in lieu thereof within five (5) days after Seller learns thereof.

ARTICLE EIGHT - DEFAULT; REMEDIES ON DEFAULT

8.1 Default; Liquidated Damages. Purchaser and Seller acknowledge that it would be extremely impracticable and difficult to ascertain the actual damages that would be suffered by Seller if Purchaser fails to consummate the purchase and sale of the Property herein (for any reason other than Seller's failure, refusal or inability to perform any of Seller's covenants and agreements hereunder or the failure of any other of the conditions to Purchaser's obligation to close hereunder). Purchaser and Seller have considered carefully the loss to Seller as a consequence of the negotiation and execution of this Agreement; and the personal expenses of Seller incurred in connection with the preparation of this Agreement and Seller's performance hereunder; and the other damages, general and special, that Purchaser and Seller realize and recognize Seller will sustain, but that Seller cannot at this time calculate with absolute certainty. Based on all those considerations,

Purchaser and Seller have agreed that the damage to Seller would reasonably be expected to amount to the Earnest Money.

Accordingly, if all conditions precedent to Purchaser's obligation to consummate the purchase of the Property have been waived by Purchaser or satisfied, and if Seller has performed its covenants and agreements hereunder, but Purchaser has breached its covenants and agreements hereunder and has failed, refused or is unable to consummate the purchase and sale of the Property by the date of the Closing, then the Escrow Agent shall pay the interest, if any, earned on the Earnest Money to Purchaser and deliver the Earnest Money to Seller as full and complete liquidated damages. Upon proper delivery of the Earnest Money to Seller, as above provided, no party to this Agreement shall have any liability to any other party to this Agreement; and this Agreement shall, in its entirety, be deemed null, void and of no further force and effect.

If Seller has breached its covenants and agreements under this Agreement and has failed, refused or is unable to consummate any purchase and sale contemplated herein by the date of Closing, then Escrow Agent, promptly upon request by Purchaser, shall return the Earnest Money and any interest earned thereon to Purchaser; provided, however, that such return shall not limit Purchaser's right to maintain an action for breach of this Agreement, specific performance or any other legal or equitable relief available to Purchaser.

8.2 Rights of Title Company. Upon receipt of the Earnest Money, Escrow Agent shall have the right to disburse same to Purchaser or Seller and the interest earned thereon to Purchaser upon ten (10) days' written notice to the parties; provided, however, that Escrow Agent shall not have received any written objections to such disbursement within ten (10) days after receipt by Purchaser and Seller of said notice. The parties hereto hereby acknowledge that the Escrow Agent shall have no liability to any party on account of its failure to disburse the Earnest Money; and, in the event of any dispute as to who is entitled to receive the Earnest Money and interest earned thereon, Escrow Agent shall have the right to retain the funds and disburse them in accordance with the final order of a court of competent jurisdiction or to deposit the Earnest Money with said court, pending a final decision of such controversy. The parties hereto further agree that Escrow Agent shall not be liable for failure of the depository and shall only be liable otherwise in the event of its gross negligence or willful misconduct.

ARTICLE NINE - MISCELLANEOUS PROVISIONS

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

9.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

9.3 Survival of Warranties. It is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Seller in this Agreement shall survive this Agreement, the delivery of the deed and the Closing.

9.4 Waiver; Modification. Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

9.5 Time of Essence. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

9.6 Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

9.7 Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Georgia.

9.8 Cumulative Remedies. Subject to the limitations set forth in Article 8 above, each and every one of the rights, benefits and remedies provided to Purchaser or Seller by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of by any other of said rights, remedies and benefits allowed by law or equity to the Purchaser, except to the extent provided in Article Eight of this Agreement.

9.9 Date Hereof. For purposes of this Agreement, “the date hereof” or similar references shall mean the date first above written.

9.10 Assignment. Purchaser may assign its interest in this Agreement, either in whole or in part, to any third party without the prior written consent of Seller. Seller shall not assign this Agreement, in whole or in part, without the prior written consent of Purchaser.

9.11 Memorandum. Purchaser may record a Memorandum of this Agreement in the real property and deed records as maintained by the applicable legal authority of Cherokee County, Georgia, which Memorandum shall evidence the existence of this Agreement. Seller shall execute such Memorandum promptly upon request by Purchaser.

9.12 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 6:00 p.m., Atlanta, Georgia time.

9.13 Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. The exchange of signature pages by facsimile or Portable Document Format (PDF) transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures transmitted by facsimile or Portable Document Format (PDF) shall be deemed to be original signatures for all purposes.

ARTICLE TWELVE - EXECUTION

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

PURCHASER:

WESTBRIDGE REALTY PARTNERS, LLC

By: _____

Name: _____

Title: _____

Date of Execution: _____

SELLER:

CHEROKEE COUNTY, GEORGIA

By: _____

Name: _____

Title: _____

Date of Execution: _____

JOINED HEREIN FOR THE SOLE PURPOSE OF CONSENTING TO ALL PROVISIONS IN THIS AGREEMENT APPLICABLE TO ESCROW AGENT:

TITLE COMPANY:

Chicago Title Insurance Company

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description

[to be attached]

WARRANTY DEED (LONG FORM) - FORM NO. 228

STANDARD WARRANTY DEED



STATE OF GEORGIA,

CHEROKEE County

THIS INDENTURE, made this third day of July

In the year of our Lord One Thousand Nine Hundred and Eighty Six

between JONES MERCANTILE COMPANY

of the State of GEORGIA and County of CHEROKEE of the first part

and CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia,

of the State of GEORGIA and County of CHEROKEE of the second part

WITNESSETH; That the said part Y of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS ***** DOLLARS

is hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has _____ granted, bargained, sold and conveyed and by these presents do hereby grant, bargain, sell and convey unto the said part Y of the second part, its heirs and assigns, all that tract or parcel of

land lying and being in Canton, Georgia in Land Lot 167 of the 16th District, Second Section of said County, it being improved property fronting 120 feet on the North side of Main Street, known as 230 Main Street; extending 120 feet on the West side along property now or formerly owned by City of Canton; thence extending 120 feet along the South side of North Street, thence Southward on the East side 120 feet along property now or formerly owned by Georgia Power Company. Said property being situated on the land deeded to Jones Mercantile Company by R. T. Jones on January 8, 1912, as recorded in the Clerk's Office Superior Court, Cherokee County on January 11, 1921, in Deed Book II, Folio 535.

[REDACTED SECTION]

GEORGIA, CHEROKEE COUNTY
CLERK SUPERIOR COURT
Filed in office this 3 day of July, 19 86
at Canton, Georgia, recorded in
Deed Book 544, Page 27
This 7 day of July, 19 86
Annelle Fleming
1/2 Cd. - 1, 201 - CLERK
Cherokee County

CHEROKEE COUNTY, GA.
REAL ESTATE TRANSFER TAX
PAID Exempt
DATE July 3, 1986
Annelle Fleming
CLERK OF SUPERIOR COURT

EXHIBIT B

Scope of Interior Demolition

Demolition to be performed by Seller at 130 East Main Street as condition of closing.

- All non-bearing partitions shall be removed
- Existing ductwork shall be removed from existing air handling units downstream. Existing air handling units and roof top units are to remain. In the event a roof top unit has large ductwork serving a defined area, this ductwork will remain in place.
- Existing Plumbing fixtures to be removed. Existing plumbing supply and drain lines to be removed. Cap existing plumbing lines at building shutoff.
- Existing (non-original) ceilings to be removed. Original ceilings (wood structure or plaster) are to remain.
- Existing (non original/historic) light fixtures are to be removed.
- Existing electrical piping and wiring to be removed from switchgear downstream. Existing switchgear to stay in place.
- Existing low voltage wiring to be removed from demark point downstream. Existing telephone backboards, fire alarm brain & annunciator are to remain. If panels are located on walls that are indicated to be removed, Purchaser shall be notified and may keep a section of the wall in place.
- Existing interior ramp will be removed.
- In the event that materials potentially contain hazardous materials, Seller will test for any hazardous materials prior to removing. In the event materials are hazardous, Seller will abate per EPD guidelines.
- All work to comply with NFPA241, local and State codes and ordinances and applicable OSHA standards.
- Existing stairs and elevator are to remain in working condition.
 - Existing electrical wiring and equipment associated with elevator are to remain.

EXHIBIT C

Scope of Façade Removal

II. SCOPE OF WORK:

The building located at 130 East Main Street, Canton, GA, known as the Jones Building, is currently clad with modern metal and stucco panels. The panels are fastened to steel framing that is connected to the original building's masonry facade with expansion anchors. Other means of connection have also been used. It is the County's desire, through this project, to remove the panels and supplemental framing for the evaluation of the original masonry and stone veneer.

The project includes the careful removal and disposal of all metal and stucco panels, all supplemental framing and attachment devices. It is absolutely imperative that the original historic elements be preserved in their current condition throughout the removal of the panels and other material. The work will require the partial removal of the roof covering in order to expose the original parapet. This will require the roof to be flashed to the back of the parapet once the framing and other material has been removed. Each contractor that intends to submit a proposal must visit the project site, evaluate the existing conditions and include any and all materials, labor and other resources required to complete the work.

Upon removal of the specified materials, the contractor shall seal all penetrations in the original facade with clear silicone. All window openings must be securely enclosed with temporary framing and exterior grade plywood.

General Contractor shall perform and furnish all labor, supervision, services, materials, equipment, tools, scaffolds, hoisting, transportation, layout, storage and all other things necessary to prosecute and complete the work identified and described in, or which can be reasonably inferred from the contract documents i.e. Drawings, Specifications, Contract for Construction (including, but not limited to, general, special and supplemental conditions), addenda, other documents issued by the Architect of Record and other documents identified in Exhibit B attached hereto, and all subsequently and duly issued modifications thereto. The Work shall be performed by the General Contractor in a good and workmanlike manner.

The Contract Documents are available for examination by the General Contractor through Cherokee County's web site at www.cherokeega.com or by upon appointment at reasonable times at the office of the Architect. The Contractor represents that it has carefully inspected the Project site and examined the drawings and specifications and other Documents and is familiar with and has satisfied itself as to the nature, location and amount of Work, contractor's access thereto and ability to perform Work, local code requirements applicable to Work and requirements of permits and inspections, safety and barricade requirements, the terms and conditions of applicable Project labor and collective bargaining agreements, the terms of this Agreement and all incorporated documents as well as the quality, quantity and availability of labor, materials, equipment and facilities and other items required for the performance of contractor's Work and the limiting physical and other conditions which may be encountered in the performance of contractor's Work and assumes all risks therefrom.

Contractor has determined, by its own investigation and research, all the conditions affecting contractor's Work to be done and materials to be furnished and does not rely Request for Proposals Jones Building upon any representation by Owner, Architect or Engineers in connection therewith. In performing contractor's Work, contractor accepts the condition of the Project site as-is and assumes the risks with regard to existing conditions at the Project site.



Cherokee County, Georgia Agenda Request

SUBJECT: Jones Building Renovations Contract

MEETING DATE: 8/20/2013

SUBMITTED BY: Matt Williams, Property Management Director

COMMISSION ACTION REQUESTED:

Award the County's standard Construction Agreement with the most responsive, responsible proposer, Headley Construction, in the amount of \$179,000 for the Removal of the Metal and Stucco Veneer from the Jones Building. Additional requests include a construction contingency in the amount of \$21,000 and interior abatement allowance in the amount of \$25,000 for a total requested amount of \$225,000.

FACTS AND ISSUES:

The Procurement Department on behalf of Property Management released Request for Proposals #2013-55 for the Removal of the Metal and Stucco Veneer from the Jones Building in preparation of its sell. The RFP was released on July 1, 2013. Two (2) separate Pre-Proposal Meetings were conducted at the site with interested contractors on July 11, 2013 and July 25, 2013. Proposals were received on August 8, 2013 by two companies with results as follows:

<u>Proposer</u>	<u>Total Points (out of 100)</u>	<u>Total Price</u>
GSAT Restoration Dba Paul Davis Remodeling	91.5	\$209,562
Headley Construction	100	\$179,000

The Proposal Tab and Ranking Sheet are attached for review. The Procurement Department recommends awarding a contract to the most responsive, responsible proposer, Headley Construction Corporation.

All Work will be completed by October 2, 2013. The Work will be funded out of the County's General Administration Repairs and Maintenance and reimbursed through the proceeds of the sale of the Jones Building.

BUDGET:

Budgeted Amount: \$0	Account Name: General Administration - Repairs
Amount Encumbered: \$0	Account #: 11595000-522200
Amount Spent to Date: \$0	
Amount Requested: \$225,000	
Remaining Budget: \$0	

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Award the County's standard Construction Agreement with the most responsive, responsible proposer, Headley Construction, in the total amount of \$225,000 for the Removal of the Metal and Stucco Veneer from the Jones Building, construction contingency and interior abatement allowance.

REVIEWED BY:

DEPARTMENT HEAD: Matt Williams

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFP 2013-55: JONES BUILDING

RANKING/SCORING SHEET

SELECTION CRITERIA	MAX POINTS	HEADLEY CONSTRUCTION	GSAT RESTORATION dba PAUL DAVIS REMODELING
LUMP SUM PRICE	50	50	41.5
EXPERIENCE ON SIMILAR PROJECTS	30	30	30
HISTORY OF COMPLETING PROJECTS W/OUT LITIGATION, CLAIMS, ETC.	20	20	20
	100	100	91.5

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

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 2013, 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 Headley Construction Corporation, ("Contractor"), collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the County desires to employ a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the County solicited proposals for construction of the Project pursuant to Cherokee County Request for RFP# 2013-55 dated July 1, 2013, and

WHEREAS, the Contractor submitted a complete and timely proposal and met all proposal requirements such that the County awarded Project Number 2013-55 to the Contractor; and

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

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

WHEREAS, based upon Contractor's proposal to the County has selected Contractor as the successful proposer, and

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

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

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of Work, and Contractor is aware that he must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the

Parties hereto do mutually agree as follows:

Section 1. Contract Documents

The following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the Contract Documents:

- A. This Agreement;
- B. Request for Proposal #2013-54 attached hereto as Exhibit “A”;
- C. Proposal Documents from Contractor, dated August 8, 2013 attached hereto as Exhibit “B”;
- D. Performance Bond and Payment Bond, attached hereto collectively as Exhibit “C”;
- E. Final Affidavit, attached hereto as Exhibit “D”;
- F. Plans and specifications, attached hereto collectively as Exhibit “E”;
- G. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description; Architect

- A. Project. The Project is defined generally as follows: (the “Project”).
Removal of Metal and Stucco Veneer from the Historic Jones Building located at 130 East Main Street, Canton, GA 30114.
- B. Architect. The Project has been designed by KRH Architects, Inc., 855 Abutment Road, Suite 4, Dalton, GA 30721, phone 706-529-5895 (hereinafter referred to as the “Architect”). The Architect is to act as the County’s representative with respect to the Project, and shall assume all duties and responsibilities and have the rights and authority assigned to the Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Section 3. The Work

The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, providing all management, labor, materials and equipment to fully and completely remove the metal and stucco veneer from the Historic Jones Building in compliance with all contract documents. The Work includes all material, labor, insurance, tools, equipment, and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for completion of the Work may not be shown on the drawings or included in

the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work and for achieving Final Completion of Work. Work shall commence within five (5) days of County's issuance of the Notice to Proceed.

Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

Section 4. Contract Periods; Liquidated Damages

- A. Contract Periods/Contract Term. Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement on or before a date to be specified on a written "Notice to Proceed" provided by the County (the "Commencement Date") issued no later than September 3, 2013, and the Parties intend that all Work shall be completed within 30 calendar days, on or before October 2, 2013. Every effort will be made by Contractor to shorten this period. 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 Contractor at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.
- B. Liquidated Damages. The County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed

within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **Two Hundred Fifty and 00/100 Dollars (\$250.00)** for each and every day that expires after the deadlines provided herein, or agreed to in writing by both Parties in a change order.

- C. **Expediting Completion.** The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended by a change order. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:

- (1) An increase in working forces;
- (2) An increase in equipment or tools;
- (3) An increase in hours of work or number of shifts;
- (4) Expediting delivery of materials; and/or
- (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval.

Section 5. Contractor's Compensation; Time and Method of Payment

- A. 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 Seventy Nine Thousand Dollars (\$179,000)**, except as outlined in Section 6 below (the "Contract Price"). The compensation for Work performed shall be based upon the **Contractor's Proposal Form submitted as part of their Proposal, attached hereto as Exhibit B.**
- B. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the Architect and the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred. Invoices

shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

- C. The Contractor through each invoice (except the final invoice) may request payment for no more than ninety percent (90%) of that portion of the Work completed during the term covered by each invoice as agreed upon by the Architect or the County. The final payment issued by the County shall include all amounts retained by the County under this paragraph, subject to any deviations in the Work or change orders executed pursuant to Section 6 of this Agreement.
- D. 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 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff, less any retainage as described in this Section. No payments will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

Section 6. Change Orders

- A. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.
- B. 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 and executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless

contained in a written change order duly executed on behalf of the County and the Contractor.

- D. 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 5 above. 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 \$25,000.00, must be approved by the resolution of the Cherokee County Board of Commissioners.

Section 7. Covenants of Contractor.

- A. Ethics Code
Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics or any other similar law or regulation.
- B. Time is of the Essence
Contractor specifically acknowledges that TIME IS OF THE ESSENCE for completion of the Project.
- C. Expertise of Contractor
Contractor 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 Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures.

Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor further represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. Contractor represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor.

Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project. Further, the Contractor agrees to bear the full cost of correcting the Contractor's negligent or improper Work, the negligent or improper work of its contractors and subcontractors, and any harm caused by such negligent Work.

The Contractor's duties shall not be diminished by any approval by the County of Work completed or produced; nor shall the Contractor be released from any liability by any approval by the County of Work completed or produced, it being understood that the County is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the County or any other party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished, Contractor shall promptly inform the County of such inaccuracies, impropriety, issues or concerns.

D. Budgetary Limitations

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

E. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work 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 Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or

for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

F. Contractor's Reliance on Submissions by the County

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

G. Contractor's Representative

Mitchell Headley, or his designee, shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

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

I. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities"), which may be the result of willful, negligent, or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, 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 Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive 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.

J. Independent Contractor

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

Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

K. Insurance

(1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against

claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability policy of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate 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 policy (covering owned, non-owned, and hired automobiles) of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Professional Liability policy of \$1,000,000 (one million dollars) for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
 - (d) Workers' Compensation policy with 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 in writing.
- (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 Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (c) Builder's Risk Insurance. Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by Owner; and iii) Performance of Work in connection with construction operations insured by the Owner, by agents or lessees, or other Contractors of the Owner or Using Agency."
- (d) 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 licensed to do business in Georgia and with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Section prior to the start of work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's

insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the County and County Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee: The County and County Parties shall be named as additional insureds and loss payees on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

L. Bonds

The Contractor shall provide Performance and Payment bonds on the forms attached hereto as Exhibit "C" and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

M. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

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

- (1) the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "F" and "G" (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 "F", and submitted such affidavit to County or provided the 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 "G", which 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 further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation

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

Consultant 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.

N. Records, Reports and Audits

(1) Records:

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

O. Confidentiality

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

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required 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; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the County within ten (10) days after issuance.

Q. Key Personnel
All of the individuals identified in Exhibit "I" 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 Contractor's Project Manager or members of the project team, as listed in Exhibit "I", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor 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 Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

This Section not used.

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

S. 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 Contractor ("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 Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Contractor 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 Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

T. Meetings
The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days notice of meeting date, time,

and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

- U. 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 Contractor agrees that, during performance of this Agreement, Contractor, 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, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 7(U) in every subcontract for services contemplated under this Agreement.

Section 8. Covenants of the County

- A. Right of Entry

The County shall provide for right of entry for Contractor to the Historic Jones Building located at 130 East Main Street, Canton, GA 30114 in order for Contractor to complete the Work.

Section 9. Warranty

- A. Warranty
Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within _____ year(s) from the date of Final Completion at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for _____ year(s) from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the _____-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in

full force and effect beyond the _____-year warrant period. County may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

Section 10. Termination

- A. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties, unless otherwise instructed by the County. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed to date in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. Further, at its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Contract Price.
- B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project. The County will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety will pay the difference to the County.

The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

- C. If the County terminates this Agreement for cause, and it is later determined that

the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.

- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- E. The Contractor 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 Contractor within thirty (30) days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure.
- F. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. Construction Administration

- A. _____'s (contract administrator) administration of the construction of the Project shall be as described in Exhibit "J." The Contractor agrees to the construction administration provisions contained in Exhibit "J."
- B. _____'s (contract administrator) decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.
- C. THE DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION, OR RESPONSIBILITY OF _____(CONTRACT ADMINISTRATOR). THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE COUNTY AND _____ (CONTRACT ADMINISTRATOR). IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE COUNTY ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF _____ (CONTRACT ADMINISTRATOR) TO THE COUNTY.

This Section not used.

Section 12. Miscellaneous

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
- (i) “Final Completion” means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Complete Agreement. This Agreement, including the Contract Documents, 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 or the Contract Documents shall be valid and binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. 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.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- E. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, 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 as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may for any reason be hereafter declared invalid.
- F. Business License. Prior to commencement of the Work to be provided hereunder, Contractor 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.
- G. Notices.
(1) Communications Relating to Day-to-Day Activities.

All communications relating to the day-to-day activities of the Work shall be exchanged between Matt Williams, or his designee, for the County and Mitchell Headley, or his designee, for the Contractor.

(2) Official Notices.

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

NOTICE TO THE COUNTY shall be sent to:

County Manager
c/o Cherokee County Board of Commissioners
1130 Bluffs Pkwy, Canton, GA 30114

NOTICE TO CONTRACTOR shall be sent to:

Headley Construction Corporation
44 East Washington St, Newnan, GA 30263

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

- H. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.
- H. 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.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this

Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

- K. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings. All headings herein are intended for convenience and ease of 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.
- M. 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.
- N. Successors and Assigns. Each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

**CONTRACTOR: HEADLEY
CONSTRUCTION CORP**

CHEROKEE COUNTY, GEORGIA

By: _____

_____, _____
[NAME AND TITLE]

_____, _____
[NAME AND TITLE]

[CORPORATE SEAL]

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Witness

Notary Public

Notary Public

[NOTARY SEAL]

[NOTARY SEAL]

My Commission Expires:

My Commission Expires:

EXHIBIT "A"

RFP 2013-55

EXHIBIT “B”

CONTRACTOR’S PROPOSAL

EXHIBIT "C"

PERFORMANCE BOND

CHEROKEE COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT _____

(as CONTRACTOR, hereinafter referred to as the "Principal"), and _____

(as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are

held and firmly bound unto Cherokee County, Georgia (as OWNER, hereinafter referred to as

the "County"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of

_____ Dollars (\$_____.__), lawful money of the United States

of America, for the payment of which the Principal and the Contractor's Surety bind themselves,

their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by

these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written

agreement with the County, dated the ____ of _____, 20__ which is incorporated

herein by reference in its entirety (hereinafter referred to as the "CONTRACT"), for the

construction of a project known as _____,

(hereinafter referred to as "the PROJECT").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall

indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the County to the Contractor's Surety; and
 - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of _____, 20__.

CONTRACTOR (“Principal”):

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

CONTRACTOR’S SURETY:

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

(ATTACH SURETY’S POWER OF ATTORNEY)

EXHIBIT "C"

PAYMENT BOND

CHEROKEE COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT _____
(as CONTRACTOR, hereinafter referred to as the "Principal"), and _____
(as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto Cherokee County (as OWNER, hereinafter referred to as the "County"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of _____ Dollars (\$_____.__), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County, dated the _____ day of _____ 20__, which is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT"), for the construction of a project known as _____, (hereinafter referred to as "the PROJECT").

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this ____ day of _____, 20__.

CONTRACTOR:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

(Signatures Continued from Previous Page)

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT "D"

FINAL AFFIDAVIT

TO CHEROKEE COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ or any of its subcontractors in connection with the construction of _____ for Cherokee County have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Cherokee County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this ____ day of _____, 20____. _____, who under oath deposes and says that he is _____ of the firm of _____, that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

[NOTARY SEAL]

My Commission Expires

EXHIBIT “E”

PLANS AND SPECIFICATIONS



Cherokee County, Georgia Agenda Request

SUBJECT: East Park

MEETING DATE: August 20, 2013

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

COMMISSION ACTION REQUESTED: It is requested that the BOC approve and authorize the Chairman to execute the attached Agreement to Discontinue Services set forth by the Professional Services Agreement (PSA) dated September 3, 2010, between Cherokee County Board of Commissioners ("County") and HDR Engineering, Inc. for the East Park Project, located on Highway 20, between Jack Page Lane and Water Tank Road.

FACTS AND ISSUES: Over the past eighteen months, representatives of Cherokee County CRPA and Capital Projects have worked diligently with representatives of HDR Engineering to complete the design of the proposed East Park Project, and its several elements for (1) the sanitary sewer system pump station off Jack Page Lane and the force main running approximately 5,200 linear feet down and along Water Tank Road to a CCWSA connection point near East Cherokee Drive, (2) the main park entrances off Highway 20, and (3) for the park design itself. Over this period, difficulties arose concerning the ability to achieve a park design within the assigned budget for the East Park Project funded under the Park Bond Program.

In accordance with terms of the PSA, the County withheld payments to HDR until the above matters were resolved to the satisfaction of the County. However, on May 29, 2013, HDR submitted written notice of intent to terminate the PSA (copy attached) and making demand that the County "cure" this notice of intent of termination by making payment to HDR within thirty (30) calendar days; not later than June 29, 2013. On June 12, 2013, HDR provided a second letter notifying the County of its rejection of the County's "cure plan" of June 5, 2013, to meet on or about June 20, 2013, to review the design with HDR's design team at their Atlanta offices, and at that meeting for the County to make payment to HDR.

Therefore, in recognition of HDR's intent to terminate, and working with the County Attorney, Ms. Angelia Davis, and as set forth by the attached Agreement to Discontinue Services document, it was determined in the best interests of the Parties and the Project, the County and HDR should "discontinue" all services; that HDR would (and did on August 8, 2013) provide copies of the requested documents, and the County would (and did on August 8, 2013) make payment to HDR of all payments requested and due, in the approximate amount of \$76,647.60.

Plans to move forward for the East Park Project: In early 2014 CRPA and Capital Projects will develop a revised and updated program for the East Park Project for presentation and discussion with the BOC. Based upon this forthcoming new program/plan, an RFQ/P will be issued to select a new consultant to provide professional design and engineering services to allow design to proceed in late 2014, in preparation for release for bidding in late 2015, following the sale of the final round of park bonds. Monies will also need to be re-allocated for hiring the new consultant before the next round of bond sales.

At this time, it is believed that without the library and Family Festival (or a similar retail development) at the East Park site, an on-site septic field system can be constructed at a greatly reduced cost over the planned pump station/force main line, and eliminate entirely the need to acquire the many needed easements along Water Tank Road for the force main from Highway 20 to nearly East Cherokee Drive.

BUDGET: N/A NONE REQUIRED

Contract Approval Required: Yes. County Attorney has drafted and reviewed the attached Agreement to Discontinue Services and recommends approval and execution.

Attached is copy of Agreement signed by HDR. County Attorney has original document for execution by Chairman, upon BOC approval.

ADMINISTRATIVE RECOMMENDATION: It is requested that the BOC approve and authorize the Chairman to execute the attached Agreement to Discontinue Services set forth by the Professional Services Agreement (PSA) dated September 2, 2010, between Cherokee County Board of Commissioners ("County") and HDR Engineering, Inc. for the East Park Project, located on Highway 20, between Jack Page Lane and Water Tank Road. Execution of the Agreement will conclude all further services from HDR for the County.

REVIEWED BY:

DEPARTMENT HEAD:

A handwritten signature in black ink, appearing to read "C. H. ...", with a horizontal line extending to the right from the end of the signature.

AGENCY DIRECTOR:

COUNTY MANAGER:

AGREEMENT TO DISCONTINUE SERVICES

This Agreement is made on the 8th day of August, 2013, 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 HDR Engineering, Inc., a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska 68114, (“HDR”), collectively referred to as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into a Professional Services Agreement dated September 3, 2010 (the “Professional Services Agreement”), whereby the County retained HDR to provide certain services generally described as 149 Acre East Park (the “Project”); and

WHEREAS, HDR sent a notice, dated May 29, 2013, indicating their intent to terminate the Professional Services Agreement dated September 3, 2010; and

WHEREAS, the County objects to the grounds for termination of the Professional Services Agreement dated September 3, 2010, as stated by HDR, and

WHEREAS, the County believes it has independent grounds for termination of the Professional Services Agreement dated September 3, 2010; and

WHEREAS, both Parties agree that it is in their best interest to reach an amicable separation that will result in HDR performing no additional services pursuant to the underlying agreement, will provide for final payment, release and delivery of all documents in the possession of HDR related to the Project, and will set forth a full and final release of all claims.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

- 1 The Parties hereby agree that, as of August 8, 2013, no further services will be provided by HDR to the County under the Professional Services Agreement and no further amounts will be due and owing to HDR in connection with the Professional Services Agreement, other than those amounts set forth below and paid simultaneously herewith.
2. The Parties agree that the total amount owed to HDR by the County is in the amount of \$76,647 60. In recognition of payment of the afore-stated sum, HDR, on behalf of itself, its predecessors, parents, successors, assigns, employees, directors, officers, representatives, agents, attorneys, affiliates, and insureds (collectively, the “HDR Releasing Parties”) does hereby release, forever discharge, hold harmless, and promise to indemnify Cherokee County and all of its appointed and elected officials, successors, assigns, agents, affiliates, officers, directors, employees, representatives, insurers, and attorneys (collectively, the “County Released Parties”) of and from any and all claims, debts, liabilities, demands, obligations, damages, costs, expenses, attorneys’ fees, actions and causes of action, of every nature, character and

description, known or unknown, which the HDR Releasing Parties now owns or holds or may have at any time heretofore owned or held, or may at any time own or hold against the County Released Parties in any way related to the Project and/or the Professional Services Agreement, up to and including the date of execution of this Agreement.

- 3 HDR agrees that it is simultaneously delivering records in its possession related to the Project, including but not limited to, reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared by HDR related to the Project (the "County Records"); and
- 4 HDR agrees to cooperate with reasonable requests from the County to provide the County Records in a particular format (e.g., hardcopy, PDF, Cad files in a readable format, etc.).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

The Parties have fully read and understand the terms of the foregoing Agreement to Discontinue Services, agree with its terms, and have caused it to be executed.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

By: L.B. Ahrens, Chairman

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of

Christy Black, County Clerk

HDR ENGINEERING, INC.



By: Kevin Masteller
Its: SVP

[CORPORATE SEAL]

Attest.



Corporate Secretary
Asst.



Cherokee County, Georgia Agenda Request

SUBJECT: Design Services for Intersection Improvements MEETING DATE: August 20, 2013
SR 140 at East Cherokee Drive

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of a Professional Services Contract with AMEC Environment & Infrastructure, Inc., for completing design revisions and updates to the SR 140 and East Cherokee Drive intersection improvement project in the amount of \$60,810.00.

FACTS AND ISSUES:

The SR 140 at East Cherokee Drive intersection improvement project was originally designed by AMEC (formerly MACTEC) in 2008. This proposal includes costs associated with updating the plans to current site conditions and also for updating the plans to current GDOT and EPD standards.

BUDGET:

Budgeted Amount:	\$2,250,000.00	Account Name:	SPLOST – East Cherokee Drive
Amount Encumbered:	\$ 0.00	Account #:	62068
Amount Spent to Date:	\$ 0.00		
Amount Requested:	\$ 60,810.00		
Remaining Budget:	\$2,189,190.00		

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 a Professional Services Contract with AMEC Environment & Infrastructure, Inc., for completing design revisions and updates to the SR 140 and East Cherokee Drive intersection improvement project in the amount of \$60,810.00.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



July 26, 2013

Mr. Geoffrey E. Morton, P.E.
Public Works Agency, Director
Cherokee County, Georgia
1130 Bluffs Parkway
Canton, Georgia 30114

**Subject: Proposal for Requested Professional Services
Proposed SR 140 at East Cherokee Drive Intersection Upgrades
Cherokee County, Georgia
AMEC Proposal #13PROP0010**

Mr. Morton:

AMEC Environment and Infrastructure, Inc. (AMEC) is pleased to provide this proposal to perform the additional services requested for the design of SR 140 at East Cherokee Drive.

Based on meetings held Monday, February 27, 2013, at Cherokee County, Wednesday, April 17, 2013 and our telephone discussion July 18, 2013 the following scope is proposed:

Phase I from June 4 letter

- Incorporated into Phase IV.

Phase II from June 4 letter

- Incorporated into Phase IV.

Phase III

- Signal modification.
- Address GDOT plan review comments.

Phase IV

- Revise profile to provide required intersection sight distance.
- Provide adequate clear-zone requirements.
- Update entire set of construction plans to be consisted with revisions.

AMEC proposes to provide this scope of services for a **FIXED PRICE** fee of **\$60,810**. We have attached a spreadsheet to identify backup for our pricing effort. We will invoice the County based on our estimate of percent complete.

AMEC Environment & Infrastructure, Inc.
1075 Big Shanty Road NW, Suite 100
Kennesaw, Georgia 30144
Phone: + (770) 421-3400
Fax: +1 (770) 421-3486
www.amec.com

July 26, 2013

AMEC has received the county's standard contract and is in the process of reviewing the terms and conditions that will apply to our performance of the work.

AMEC can begin work on this effort within three (3) business days of authorization and we estimate the work will take approximately four (4) months to complete.

AMEC plans to provide two (2) submittals. The first will be one 95% complete full size set of drawings to the County for review and comment prior to final submittal. After incorporating the revisions discussed during our county review, we will prepare a final submittal consisting of five (5) full size sets of construction drawings, two (2) half size sets and electronic files in MicroStation format.

We appreciate the opportunity to provide our services to you and look forward to assisting with this project. If you have any questions please contact Ken Timpson at 770.421.3467.

Sincerely,

AMEC Environment & Infrastructure, Inc.



Ken D. Timpson, P.E.
Senior Engineer



Glenn N. Coffman, P.E.
Project Manager

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 July, 2013, 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 **AMEC ENVIRONMENT & INFRASTRUCTURE, INC.**, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as East Cherokee Drive and SR 140 intersection improvement project – revisions to design plans; 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

Revise the design plans for the East Cherokee Drive and SR 140 intersection project in accordance with GDOT comments, right-of-way negotiations, and update design plans to current GDOT specifications and provide required intersection sight distance and adequate clear zones. Also to update the erosion, sediment and pollution control plans to current EPD standards.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of engineering design work.

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 December 31, 2013. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [**X 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 or fiscal year, as applicable. 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 \$60,810.00, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon an hourly rate or agreed upon lump sum.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. In no event shall the total reimbursement for costs incurred during a particular month exceed 10% percent of the total amount due for Work for that particular month.

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

Ken D. Timpson, P.E. 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 and/or the County 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 the following insurance policies with 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 in writing.

(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 or County Parties.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County

Parties 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.

(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 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, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

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

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

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

Consultant 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.

Consultant acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

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.

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 East Cherokee Drive and SR 140 intersection, in order for Consultant to complete the Work.

B. County's Representative

Geoffrey E. Morton, P.E. shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. 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 Geoffrey E. Morton for the County and Ken D. Timpson for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

County Manager
Cherokee County Board of Commissioners
Attention: Geoffrey E. Morton
1130 Bluffs Parkway
Canton, Georgia 30114

NOTICE TO THE CONSULTANT shall be sent to:

AMEC Environment & Infrastructure, Inc.
Attention: Ken P. Timpson, P.E.
1075 Big Shanty Road, NW
Suite 100
Kennesaw, Georgia 30144

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 last Party executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

AMEC ENVIRONMENT & INFRASTRUTURE, INC.

By: _____
Its: _____
J. Allen Kibler
Senior Vice President

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Eric J. Roach

Witness
Jane Smith

Notary Public

[NOTARY SEAL]

My Commission Expires:

1-11-2014

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 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:

44372

Federal Work Authorization User Identification
Number

5-18-2007

Date of Authorization

AMEC Environment & Infrastructure

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on July 30, 2013 in Alpharetta
GA (state).

Signature of Authorized Officer or Agent

J. Allen Kibler

Printed Name **Senior Vice President** Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 30 DAY OF

July, 2013

J. Allen Kibler
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

1-11-2014

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"

Key Personnel

Project Manager – Glenn N. Coffman, PE

Project Engineer – Ken D. Timpson, PE

Project CADD Operator – Margaret Maxwell



Cherokee County, Georgia Agenda Request

SUBJECT: RFB 2013-59 E-911 Flooring

MEETING DATE: August 20, 2013

SUBMITTED BY: Linda Miller

COMMISSION ACTION REQUESTED:

Award Professional Services Agreement #2013-59 to lowest, responsive bidder, Spectrum Floor Designs, in the amount of \$23,676.49 for RFB 2013-59: E-911 Flooring and authorize County Manager to sign the PSA on behalf of the Board.

FACTS AND ISSUES:

RFB 2013-59 for replacement carpet at the E-911 facility was issued on July 17, 2013, and was advertised on the County's website and in the Cherokee Tribune. Five (5) contractors were contacted by E-911 and Procurement regarding the project, with two (2) attending one of the mandatory pre-bid meetings. Bids were due by 10:00AM EST on Monday, August 12, 2013.

Bids were received as follows:

Bonitz Flooring	submitted bid after the 10:00AM deadline; was not opened
Spectrum Floor Design	\$ 23,676.49

The Procurement Summary and Bid Opening Tab are attached. Spectrum Floor Designs is the lowest, responsive bidder and a Cherokee County based business.

The contract being considered for execution is the standard, County Attorney approved latest version of the Professional Services Agreement. All work is to be completed and invoiced by September 30, 2013.

BUDGET:

Budgeted Amount: \$30,000.00	Account Name: Capital Line Item Furniture
Amount Encumbered:	Account #: 2380000
Amount Spent to Date:	542300
Amount Requested: \$23,676.49	
Remaining Budget: 6,323.51	

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:

Award Professional Services Agreement #2013-59 to lowest, responsive bidder, Spectrum Floor Designs, in the amount of \$23,676.49 for RFB 2013-59: E-911 Flooring and authorize County Manager to sign the PSA on behalf of the Board.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Procurement Summary

Date Submitted:	12-Aug-13
Submitted by:	Savanah Shadburn
PSA Number:	2013-59
Period of Performance:	NTP to 30-Sep-2013
Supplier Name:	Spectrum Floor Designs
General Description of Purchase:	Carpet replacement at E-911
Source of Funds:	E-911 budget
Background	RFB 2013-59 for replacement carpet at the E-911 facility was issued on July 17, 2013, and was advertised on the County's website and in the Cherokee Tribune. Five (5) contractors were contacted by E-911 and Procurement regarding the project, with two (2) attending one of the mandatory pre-bid meetings. Bids were due by 10:00AM EST on Monday, August 12, 2013.
Source Selection	Two (2) bids were received, however one (1) bid was submitted after the established deadline and could not be opened or considered responsive. Spectrum Floor Designs is the lowest, responsive bidder and is a Cherokee County based business.
Fair and Reasonable Price Determination	Lowest, responsive bid. Price analysis comparing this bid to a similar project for the Justice Center is attached.
Special Considerations	All work must be completed and invoiced by Sept 30, 2013.
Recommendation	Award PSA to Spectrum Floor Designs.

E911 Recarpeting Project

Proposal Pricing Breakdown

Room Number	2*2 Surface Yards	6in base I/F	Remove	Move Furn	Move Furn Difficult	
1		126	300	1134		
2		84	270	756	756	
3		23	80	205		
4		20	54	180	180	
5		57	90	516		
6		168	180	1509	1506	\$ 0.55
7		22	54	190	190	
8		109	260	983		
9		24	58	212	212	
Totals		633	1,346	5,685	2,844	
Unit Pricing		\$ 28.50	\$ 1.85	\$ 0.33	\$ 0.33	0.22
\$ 23,676.49		\$ 18,040.50	\$ 2,490.10	\$ 1,876.05	\$ 938.52	331.32

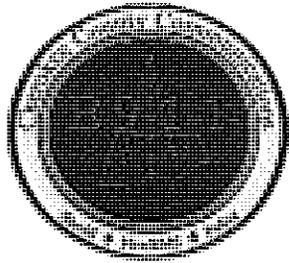
Justice Center unit Pricing	\$ 28.00	\$ 1.25	\$ 0.25
Difference	\$ 0.50	\$ 0.60	\$ 0.08
Increased Amount	\$ 1,578.90	\$ 316.50	\$ 454.80

Supplier Rationale	Manufacture Price Increase	4In Matl at Just Center, 6In Matl at E911	Complexity	Complexity
Evaluated Price Rationale	Accepted	Parametric Evaluation (4 below)	Accepted	Accepted
Evaluated Price	\$ 23,676.49			

Notes:

- 1 This analysis uses the Justice Center pricing for same type work done recently and preformed by the same supplier.
- 2 The difference between the other 2 bids and the winning bid for the Justice Center was substantial with the closest bidder 46% higher, see below.
- 3 Given the expectation of competition the price increase for materials and complexity are believed reasonable.
- 4 The base material pricing would be \$1.875 for the 6 inch material when parametrically adjusting from the 4in material used at the Justice center.

Justice Center Pricing	Total Price	
Spectrum Floor Design	\$ 37,392.00	
Atlante Flooring Design Centers	\$ 54,719.00	46%
Cherokee Floor Covering	\$ 61,055.00	



RFB 2013-59: FLOORING FOR CHEROKEE COUNTY E-911

Bid Opening: August 12, 2013 10:00AM EST

Approved Contractors:

Bonitz Flooring

Spectrum Floor Design

Bid Acknowledgement Form (Appendix C)	N/A	YES
Non-Influence and Non-Collusion Affidavit (Appendix D)	N/A	YES
Certification of Review and Acceptance of Agreement (Appendix E)	N/A	YES
Pricing Sheet (by SF) for standard specified product	N/A	YES
Price for Hall#1, Hall#2, Training Room, E-911 Room, & Lobby Area		\$ 17,711.81
Price for offices		\$ 5,964.68
Total Price	N/A	\$ 23,676.49
Specifications and Pricing Sheet (by SF) for all non-standard (suggested alternate) flooring	N/A	N/A
Notes	DID NOT SUBMIT BID	

Attendees:

<u>Name</u>	<u>Company</u>
Savanah Shadburn	Cherokee County Procurement
Linda Miller	Cherokee County E-911

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 Spectrum Floor Designs, a ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Removing and replacing flooring for the Cherokee County E-911 Agency; 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

Removing and replacing flooring for the Cherokee County E-911 Agency

B. The Work

1. The Work to be completed under this Agreement (the "Work") consists of Background
 - a. The Cherokee County E-911 Center located at 150 Chattin Drive, Canton, Ga, 30115 is in need of replacing its current carpet.
 - b. The County currently has carpet and looks to replace with the County's standard of "Cubic / Transverse GlasBac® Tile" material that is a square floor covering that glues to the floor.

- c. The County is considering an alternate carpet/flooring for the Training Room and E-911 Call Room, of the Bidder's choosing. If an alternate is recommended please include complete specifications, installation method, cleaning, maintenance, etc. in Bid. These rooms are utilized 24-hours a day with personnel standing for long periods of time and eating/drinking at workstations.
2. Objectives
 - a. Removal and replacement of carpet at Cherokee County E-911
3. Scope
 - a. The area and work are described in Appendix A.
4. Tasks

The Contractor shall:

 - a) Obtain any required permits at its expense,
 - b) Maintain Insurance as required in the County's Professional Service Agreement (attached as Appendix F, incorporated by reference),
 - c) Obtain all required materials and labor necessary to perform the tasks,
 - d) Remove and properly dispose of existing carpeting,
 - e) Install new carpeting/floor covering in accordance with the manufacturer's instructions (attached as Appendix B, incorporated by reference),
 - f) Advise County prior to starting Work of any potential hazards, such as out-gassing that may represent either a health hazard or require any special precautions be taken.
 - g) Temporarily relocate all unanchored equipment, such as desks, chairs, bookcases, shelving, workstations, boxes, and alike that is necessary for the installation. The computers to be disconnected and reconnected by County,
 - h) Restore newly carpeted areas to original condition, placing moved items back into their original locations,
 - i) Remove all waste introduced to the location by Contractor or those acting on its behalf,
 - j) Vacuum and/or sweep newly installed carpet,
 - k) Perform all Work in a controlled, supervised and professional manner,
 - l) All work to be performed during normal business hours (Monday-Friday, 8:00AM – 5:00PM).
5. Delivery

The Contractor shall deliver the following:

 - a) The completely installed replacement flooring at the E-911 Center as identified in Appendix A shall be completed and invoiced no later than September 30, 2013.
 - b) One (1) Kit of Spares shall be delivered to the E-911 Center and invoiced no later than September 30, 2013.
6. Government-Furnished Property, Material, Equipment, or Information

The County will provide only access to and the preparation of certain IT equipment within the designated area.

7. Security
 - a. Access to the E-911 Center is controlled.
 - b. All workers must be accompanied into and out of the Center by a County Employee.

8. Travel

The County assumes no risk associated with the any activities related to arriving at or departing from the Project Site.

9. Special Material Requirements
 - a. The County has a carpet standard that should be used in the quoting of the Work and actually installed unless an alternate substantially similar material has been preapproved.
 - b. The standard is the “Cubic / Transverse GlasBac® Tile” material that is a square floor covering that glues to the floor (specifications attached as Appendix B, incorporated by reference).
 - c. The Contractor will be responsible for the proper installation of the carpet pursuant to the manufacturer’s installation instructions (instructions attached as Appendix B, incorporated by reference).
 - d. No materials that would endanger the health of County employees or public shall be used in the performance of this Work.

10. Other Requirements

None

11. Place of Performance

All Work is to occur at 150 Chattin Drive, Canton, Georgia, 30115

12. Period of Performance

All Work is expected to be completed within thirty (30) days of Purchase Order (PO) Issuance or Notice to Proceed (NTP). PO or NTP will be issued to Contractor no later than August 31, 2013 for a final completion date of September 30, 2013.

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 September 30, 2013. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term **[X 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 [**X 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 or fiscal year, as applicable. 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 \$23,676.49, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon price quoted in bid for RFB 2013-59.

C. There are no reimbursable costs covered by 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 and/or the County 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 the following insurance policies with 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 in writing.

(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 or County Parties.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties 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.

(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 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, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

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

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

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

Consultant 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.

Consultant acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

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.

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 _____, in order for Consultant to complete the Work.

B. County's Representative

Linda Miller, or her designee shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

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

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

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

NOTICE TO THE CONSULTANT shall be sent to:

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 last Party executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

CONSULTANT:

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Spectrum Floor Designs
Name of Contractor

PSA 2013-59: E-911 Flooring
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 _____, __, 201__ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "B"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

PSA 2013-59: E-911 Flooring
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 _____, ____, 201__ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT “C”

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



Cherokee County, Georgia Agenda Request

SUBJECT: Naming of Baseball Complex & Fields @ Killian Site

MEETING DATE: 8/20/13

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration of Names for the Baseball Complex and Fields at the Killian Property

FACTS AND ISSUES:

In preparation for the 2014 completion and opening of the five new baseball fields @ the Killian site, directly adjacent to the existing Kenney Askew Park, CRPA has received the attached recommendation from the Canton Baseball executive board regarding the naming of the complex and the fields.

According to Toby Latimer, current President of Canton Baseball, the unanimous decision of their executive board is to name the complex, **Richard Mauldin Baseball Complex at Kenney Askew Park**. They have also recommended naming each field in honor of the other individuals submitted by the Cherokee County Historical Society. Finally, they have requested one additional name, that of Terry Darby, be added to the list. Both letters are attached for your review, along with a site plan showing the existing Kenney Askew Park and the new fields.

At their August 14, 2013 meeting, the CCRP Advisory Board unanimously approved a motion to accept the recommendation from Canton Baseball and recommends to the Board of Commissioners that the new baseball complex be named in honor of Mr. Mauldin. Furthermore, the advisory board approved a motion to accept the list of names from the Historical Society with the addition of Mr. Terry Darby as names for the individual fields at both Kenney Askew Park and Harmon Field. Staff will work with Canton Baseball to designate the specific field numbers for each of the honorees.

BUDGET:

Budgeted Amount:	None	Account Name:	None
Amount Encumbered:	None	Account #:	None
Amount Spent to Date:	None		
Amount Requested:	None		
Remaining Budget:	None		

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 the Names for the Baseball Complex and Fields at the Killian Property as Recommended by Canton Baseball and the CCRP Advisory Board

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



June 12, 2013

Mr. Brian Reynolds
Cherokee Recreation & Parks Agency
7545 Main Street, Bldg. 200
Woodstock, GA 30188

Dear Mr. Reynolds,

Per your request for Canton Baseball to recommend a name for the Killian Property, we have decided on one. We have had several names in the mix. After several weeks of research we recommend the new park be named Richard (Hunkey) Mauldin Baseball Complex at Kenny Askew Park. We are going to name each field for the other names given. We are also going to name the fields at Harmon. We are extremely excited about the new complex and really appreciate Cherokee Recreation & Parks Association keeping us involved. Thank you for all your support of Canton Baseball.

Sincerely,

Toby Latimer
President



Cherokee County

HISTORICAL SOCIETY

PO Box 1287
Canton, GA 30169

770.345.3288
www.rockbarn.org

February 18, 2013

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

Dear Commissioners:

I have been asked to write a letter of support by Richard Mauldin for the naming of the new baseball fields. He has suggested that the following people be honored by naming the new fields for them:

- Herman Lawson** – (Deceased) A past Dizzy Dean president and coach for 40 years.
- Homer Adams** – (Deceased) Assisted in starting the Dizzy Dean program in Canton and helped shape the program for 23 years.
- Ty Adams** – Involved in Dizzy Dean for 36 years and served on the state and national Dizzy Dean boards.
- Artfellow Gates** – Coached youth baseball, football, and basketball for over 30 years and now serves at the Cherokee Boys and Girls Club.
- Willis Waters** – Has worked with Canton Dizzy Dean for 21 years. He presently serves on the State Dizzy Dean board. He is currently active in Canton Dizzy Dean program.
- Jimmy Long** – Has been heavily involved with Canton Dizzy Dean since 1990. He is currently active in Canton Dizzy Dean program.

I do not know the process for choosing names of the new ball fields, but these men have worked tirelessly for the Canton Dizzy Dean program and I feel that this would be an appropriate way to honor their years of service.

Thank you for your consideration, and please let me know if the Historical Society can be of any further assistance.

Sincerely,

Stefanie Joyner
Executive Director

Officers

Jeff Brown
President

Rebecca Johnston
Vice President

Sharron Hunt
Secretary

Lisa Tressler
Treasurer

Liza Griffin
Past President

Directors at Large

Jennifer Bagwell

Kyle Bennett

Jeff Chattin

Doug Foley

Donna Haley

Beth Johnston

Julie Long

Brian Reece

Frank Reynolds

Carmen Slaughter

Michael Wagner

Ken Wheeler

Cory Wilson



Kenny Askew Park Plus New Fields @ Killian Site



Legend

-  Concessions
-  Parking
-  Playground
-  Restrooms
-  Shelter



0 75 150 300 450 600
Feet



Cherokee County, Georgia Agenda Request

SUBJECT: Request for Additional Field Lighting @ Badger Creek Park

MEETING DATE: 8/20/13

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration of Request by Cherokee Soccer Association to Amend Existing Agreement to Allow for Additional Field Lighting @ Badger Creek Park.

FACTS AND ISSUES:

Under the amended agreement with CSA for the operation and maintenance of Badger Creek Park, Cherokee County has permitted CSA to install sports field lighting on fields 1-5 (see the attached park map). Cherokee County Planning & Zoning approved the plans and issued the electrical permit for fields 1-5 in September of 2012. Construction is underway on those lights and scheduled to be completed later in September.

CSA has requested the County consider amending the agreement to allow them to install sports lighting on fields 6, 7, 8 and the Founders Fields. These fields are the lowest in elevation on the property and located the furthest away from any surrounding homes. CSA would still be required to submit revised plans to Cherokee County Planning & Zoning for review and approval under the County's Outdoor Lighting Ordinance for the additional fields.

At their August 14, 2013 meeting, the CCRP Advisory Board reviewed the request and unanimously approved a motion to recommend to the Board of Commissioners acceptance of this request. Under the agreement CSA would remain responsible for all costs of installing and maintaining the lights including the electricity.

BUDGET:

Budgeted Amount:	None	Account Name:	None
Amount Encumbered:	None	Account #:	None
Amount Spent to Date:	None		
Amount Requested:	None		
Remaining Budget:	None		

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 Request by Cherokee Soccer Association for Additional Field Lighting @ Badger Creek Park and Authorization for the Chairman to Execute Amendment Two to the Park Use Agreement

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Bryan Reynolds



Mr. Jerry Cooper
Cherokee County
County Manager
1130 Bluffs Parkway
Canton, Ga., 30114

July 31, 2013

Mr. Cooper-

I am writing to request that the Cherokee County BOC consider giving permission to Cherokee Soccer Association (CSA) to light the lower fields at the Badger Creek Soccer Complex.

Initially CSA received permission and obtained a permit to light fields 1-5 which include the 4 large fields closest to the neighborhood. These fields will be completed by mid-August.

Lighting these fields not only improves the playing surface for our players but also lessens the impact that the rental lights – which are run by generators (noisy) and which have short light masts (lights cannot shine down but shine out creating much more light wash) had on the surrounding neighborhood.

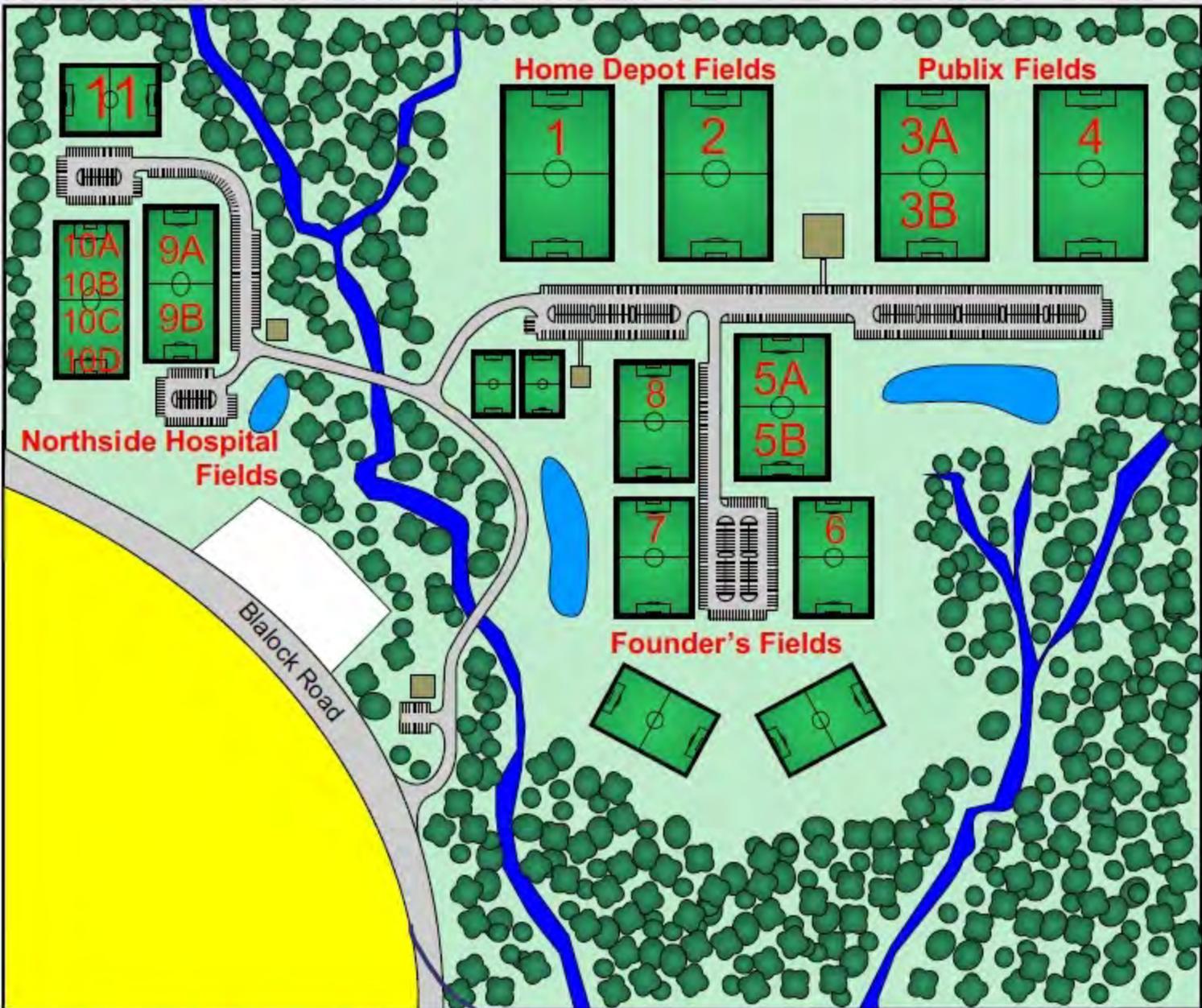
The additional fields CSA is requesting to light are the lower fields-farthest from the neighborhood. Once the time changes without these additional fields we will not have enough lighted fields for our teams to practice, and we will have to rent lights with generators and short masts at a cost of \$2,000.00 per field per month. The rental lights do not provide the safety of a well lit playing field making accidents and the twisting of ankles an easier and more common occurrence.

We will not be lighting the small fields on the North side of the complex nor will we be using rental lights at those fields.

Regards-

John B Brandreth

President Cherokee Soccer Association



World Cup Sponsors



AMENDMENT TWO

To the

**CHEROKEE COUNTY, GEORGIA, (the "COUNTY")
PARK USE AGREEMENT (the "AGREEMENT") WITH
CHEROKEE COUNTY SOCCER ASSOCIATION, INC. ("CSA")**

The (Cherokee County Soccer Complex at Blalock Road) Park Use Agreement dated November 2, 2010 (the "Agreement") between Cherokee County (the "County") and Cherokee County Soccer Association, Inc. ("CSA") shall be amended and revised as set forth below, and agreed to by the responsible and authorized Parties by their respective signatures below.

Such modifications shall take precedence over the documents or information issued to date, and shall immediately become a part of the Agreement and change the referenced documents in the manner and the extent herein stated. Where any original item(s) called for in the Agreement is/are amended, voided, supplemented, or suspended hereby, the provisions of such item(s) not specifically amended, voided, supplemented, or suspended shall remain in full force and effect.

THEREFORE, the following item(s) shall be incorporated in the Agreement:

ARTICLE IX: IMPROVEMENTS, Page 3: regarding the provisions of this Paragraph, because the County has made certain provisions and assurances to the surrounding neighbors and neighborhoods immediately adjacent to and surrounding the soccer complex regarding field lighting, CSA is prohibited from installing or causing to have installed sports field lighting without the prior written permission and approval of the County. For the duration of this Agreement, only fields 1 through 8 and the fields known as the Founders Fields, as designated by the County, will be considered by the County for the installation or use of sports field lighting.

No other permanent or temporary or trailer or trailer-mounted structures shall be constructed or installed by CSA without the prior written approval of the County. No other building structures or facilities or miscellaneous other site or building improvements are anticipated or expected to be constructed or installed by the County at the soccer complex.

Except as expressly modified herein, all other terms and conditions of the Agreement shall remain of full force and effect and are hereby ratified by CSA.

IN WITNESS THEREOF, the County and the CSA have caused the Park Use Agreement between the Parties to be Amended as set forth above by execution of their respective names by their duly authorized officers and have caused this **AMENDMENT TWO** to be dated as of the:

20th day of August, 2013.

SIGNATURES TO FOLLOW

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L. B. Ahrens, Jr., Chairman

ATTEST:

Christy Black, County Clerk

APPROVED AS TO FORM:

Angelia Davis, County Attorney
JARRARD & DAVIS, LLP

Approved by CSA Board, as of the ____ day of _____, 2013.

CHEROKEE COUNTY SOCCER ASSOCIATION, INC. (CSA)

By: CSA Board President

ATTEST:

By: CSA Board Secretary Treasure

[AFFIX CORPORATE SEAL]



Cherokee County, Georgia Agenda Request

SUBJECT: Changes to Athletic Field Use Policy

MEETING DATE: 8/20/13

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration of Changes to Athletic Field Use Policy as Recommend by Staff.

FACTS AND ISSUES:

CRPA athletic staff has recommended the following change to the Athletic Field Use Policy. **Add "...and have a minimum of 60 participants or 5 teams."** to the definition of Local Recreation Provider to close a loophole whereby an individual team of only a few individuals could qualify for the same priority level as established, larger youth athletic associations.

By having a minimum of 60 players or 5 teams, the applicant has demonstrated at least a minimum level of organization, unlike a singular select or travel team that may not remain intact from one year to the next.

At the August 14, 2013 CCRP Advisory Board meeting, the board voted unanimously to approve and recommend the change to the Board of Commissioners.

BUDGET:

Budgeted Amount:	None	Account Name:	None
Amount Encumbered:	None	Account #:	None
Amount Spent to Date:	None		
Amount Requested:	None		
Remaining Budget:	None		

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 Changes to Athletic Field Use Policy as Recommend by Staff.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Bryan Reynolds

**A RESOLUTION BY
THE BOARD OF COMMISSIONERS OF
CHEROKEE COUNTY, GEORGIA REGARDING
THE ATHLETIC FIELD USE POLICY OF CHEROKEE COUNTY**

WHEREAS, Cherokee County owns and leases several parks throughout the county that include athletic fields,

WHEREAS, Cherokee County operates said parks through the Cherokee Recreation & Parks Agency,

AND WHEREAS, Cherokee County desires to allow for the orderly and efficient use of these fields by priority users while also allowing for the use of the fields by the general public when not reserved for scheduled activities,

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County that Cherokee County hereby establishes the following policies and procedures to ensure the safe and efficient use and the equitable availability of the athletic fields owned and operated by the county.

Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by Cherokee County. **Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park.**

Cherokee County reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, the individual athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be closed by the Cherokee Recreation & Parks Agency due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

Section 2 - Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. Cherokee County reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of Cherokee County residents.

Category 1 - Cherokee County

“Cherokee County” shall include all of the following: activities and programs of the Cherokee Recreation & Parks Agency and events sponsored, co-sponsored or partnered with Cherokee Recreation & Parks Agency.

Category 2 - Local Recreation Providers

A “Local Recreation Provider” is defined as an organization registered as a nonprofit corporation with the Georgia Secretary of State’s Office with a separate local Cherokee County governing board and by-laws for the primary purpose of providing and delivering recreation opportunities to the citizens of Cherokee County whether or not a fee is charged. To qualify as non-profit, the organization must meet all criteria as identified by

the Internal Revenue Service. Such groups include, but are not limited to; volunteer youth sports organizations, senior sports groups or the YMCA.

To qualify as a Local Recreation Provider, no less than eighty five percent (85%) of the participants MUST be residents of Cherokee County **and have a minimum of 60 participants or 5 teams.** Cherokee County staff may verify residency prior to the allocation of fields through rosters with participant names and addresses and/or individual participant utility bills/photo ID.

Category 3 – Local Civic, Faith Based and/or Educational Groups

“Local Civic, Faith Based and/or Educational Groups” shall include, but are not limited, to organizations as the Rotary Club, Lions Club, Cherokee County School District, private schools or home school groups located within Cherokee County boundaries.

Category 4 – Businesses, Other Contracted Organizations, Individuals or Groups

Any business, organization, club, individual or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this Policy.

Section 3 - Athletic Field Reservations

An athletic field shall be considered reserved upon the payment of the prescribed fee and the issuance of a Facility Use Permit provided by Cherokee County. The Facility Use Permit shall include ALL of the following:

- The name of the organization reserving the athletic field.
- The name, address and phone number of the individual making the application and contact person for the permit.
- The specific athletic field(s) being reserved.
- The date of issuance.
- The date, time and duration of the permit.
- The specific fee or fees charged and schedule of payment.
- All conditions assigned to the permit over and above the requirements of this Policy.
- The signature of the Cherokee County Recreation and Parks Director or his designee.
- A signature of the permit applicant agreeing that the conditions, restrictions and waivers have been met or will be met in connection with the event for which the permit has been issued.

In the event of a cancellation of an activity by the Recreation and Parks Director or his designee due to weather conditions which make the activity impossible, or due to any Act of God beyond the control of the applicant/permit holder, 1) a credit may be given to the applicant/permit holder; 2) a refund may be requested from the Recreation and Parks Director or his designee; or 3) the event may be rescheduled at the earliest available date with no additional fees incurred.

Section 4 - Sales on Park Property

Cherokee County reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of Cherokee County. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by Cherokee County. Food concessions must be approved by Cherokee County and follow all Cherokee County Codes and Ordinances.

Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields, as approved by the Cherokee Recreation & Parks Advisory Board, is attached hereto and incorporated herein as Exhibit “A”. The Schedule of Fees and Charges for the Use of Athletic Fields may be amended from time to time by the Cherokee Recreation & Parks Advisory Board or the Board of Commissioners. Any such amended Schedule, when duly adopted by the Advisory Board or Board of Commissioners, shall be in full force and effect and shall be made available to the public at the office of the Director of the Cherokee Recreation and Parks Agency.

Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

Organizations and individuals are not permitted to sublease any portion of a Cherokee County park or athletic field without prior written consent from the Recreation and Parks Director or his designee.

In the event the organization is a youth athletic association, the association shall comply with the most current version of the Youth Athletic Associations Policy and Procedures Manual.

In the event the organization is conducting business in the park such as a tournament rental, the organization will be subject to all business license and insurance requirements.

In the event a Cherokee County program or function conflicts with an organization’s use of the athletic field identified in the agreement, the Recreation and Parks program or function shall have priority and the conflict will be resolved by the organization’s rescheduling its use of the athletic field.

All organizations and spectators shall follow all Cherokee County Park Rules. Please leave the park clean. Dispose of all waste in designated receptacles.

SO RESOLVED by the Cherokee County Board of Commissioners this _____ day of _____, 2013:

L.B. “Buzz” Ahrens, Chairman

Harry Johnston, Post 1

Ray Gunnin, Post 2

Brian Poole, Post 3

Jason A. Nelms, Post 4

ATTEST:

County Clerk

Exhibit A-Schedule of Fees and Charges for the Use of Athletic Fields & Courts

Adopted by the Cherokee County Recreation & Parks Advisory Board

User Group	Baseball / Softball Field	Multipurpose Field	In-Line Hockey Rink	Basketball Gym Full Court
Category 1 Cherokee County	No Cost	No Cost	No Cost	No Cost
Category 2 Local Recreation Providers	\$32 per Day Lights Included	\$40 per Day Lights Included	\$15 per Day Lights Included	\$25 per Hour
Category 3 Civic, Faith Based, School Groups	\$32 per Day Lights Included	\$40 per Day Lights Included	\$15 per Day Lights Included	\$25 per Hour
Category 4 Businesses, Other Contracted Organizations, Individuals or Groups	\$125 per Day \$75 per ½ Day (≤ 4 hours) \$20 per Hour (min. 2 hours) \$10 per Hour for Lights	\$175 per Day \$100 per ½ Day (≤ 4 hours) \$30 per Hour (min. 2 hours) \$10 per Hour for Lights	\$75 per Day \$40 per ½ Day (≤ 4 hours) \$12 per Hour (min. 2 hours) \$10 per Hour for Lights	\$50 per Hour

All field rentals are subject to:

(1) Multipurpose Field Preparation

If a multipurpose field rental requires initial set-up painting/stripping it is an additional \$125 per field.

(2) County Staff

Cherokee County reserves the right to assign and schedule county staff for any athletic field rentals that may require additional field maintenance, custodial services, and general maintenance. Examples include but are not limited to the rental of multiple fields, all-day or multi-day events. This is at the sole discretion of Cherokee County. When required, it will be at the cost of the group or individual renting the field(s). The cost will be \$15 per hour per staff person (minimum 4 hours).

(3) Field Equipment Rental

If a field rental requires an initial setup and/or takedown of any temporary fencing it will be at the cost of the group or individual renting the field(s). The cost will be \$75 per field. If a field rental requires to use of portable baseball mounds it will be at the cost of the group or individual renting the field(s). The cost will be \$75 per field.



Cherokee County, Georgia Agenda Request

SUBJECT: State Properties Commission Lease

MEETING DATE: August 20, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve 10-month lease with two (2) 1-year extensions commencing on September 1, 2013 for 3,621 square feet of office space located at 220 Brown Industrial Parkway, Suite 100 for lease rate of \$4,526.25/month.

FACTS AND ISSUES:

In preparation for renovation of the Jones Building in downtown Canton, Juvenile Justice will need to relocate. The State Properties Commission has agreed for Juvenile Justice to relocate to 220 Brown Industrial Parkway, Suite 100, which is adjacent to Department of Driver Services.

Lease terms include:

- 1) Monthly lease rate of \$4,526.25; and,
- 2) Tenant responsible for utilities and janitorial services.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve Lease.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

LEASE AGREEMENT

This **LEASE AGREEMENT**, hereinafter referred to as this "Agreement", is made and entered into this 14th day of August, 2013, by and between the **Cherokee County Board of Commissioners** whose business address for purpose of this Agreement is the 1130 Bluffs Parkway, in Canton, Georgia 30114, Party of the First Part, hereinafter referred to as "Landlord," and the **STATE PROPERTIES COMMISSION**, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for purpose of this Agreement is 47 Trinity Avenue, Suite G02, Atlanta, Georgia 30334, Party of the Second Part, hereinafter referred to as "Tenant" ["Landlord" or "Tenant" may be referred to in this Agreement by a pronoun the third person, singular number and masculine gender (he, him or his) or neuter gender (it), as the context requires].

Definitions. The following words as used in this Agreement shall be defined as follows:

A. "Building" shall be construed to mean the building containing the Premises. References in this Agreement to the Building are deemed to include the Premises.

B. "Casualty" shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.

C. "Leased Space" shall mean those areas located within the Building or on the Land used for offices, storage, corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.

D. "Date of Casualty" shall be construed to mean the date on which the Casualty occurs.

E. "Hazardous Substances" shall be construed to mean any chemical, material or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance", "hazardous waste", "hazardous material", "extremely hazardous waste", "restricted hazardous waste", "regulated substance", "medical waste", "toxic substance" or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment, public health or safety; and (vi) other chemical, material or substance which could pose a hazard to the environment.

F. "Janitorial Services" shall be construed to mean Tenant performing the following services within the Leased Space: (1) vacuum carpet nightly on Monday through Friday (except for those holidays recognized by national banks in the metropolitan area of Atlanta, Georgia); (2) empty all waste receptacles and remove waste paper and rubbish from the Common Area; (3) wash waste receptacles as necessary; (4) hand dust and wipe with damp or treated cloth all office furniture, files, fixtures, paneling, and all other horizontal surfaces as necessary (desks and other furniture must be cleared of all items by Tenant); (5) damp wipe and polish all glass furniture tops as necessary (furniture must be cleared of all items by Tenant); (6) remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass and partitions as necessary; (7) damp mop to remove any beverage spillage or spots that appear on non-carpeted flooring; (8) dust areas reachable without ladders as necessary; dust air grills and ceiling recessed light fixtures as necessary; (9) sweep vinyl asbestos, asphalt, vinyl, rubber or other composition floors; sweep ceramic tile and brick floors and wash or scrub same as necessary; (10) wax and buff tile floors in office areas on an as needed basis; (11) with respect to any restrooms located within the leased space, empty and sanitize all receptacles and sanitary disposals, fill toilet tissue, soap, towel, and sanitary napkin dispensers as necessary, mop, rinse, and dry floor, clean all mirrors, bright work and enameled surfaces, scrub floors as necessary, wash and disinfect all basins, urinals, and bowls, wash with disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and receptacles.

G. "Land" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.

H. "Landlord" shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.

I. "Laws" shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.

J. "Mortgage" shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created. "Mortgages" shall mean more than one "Mortgage".

K. "Party" shall be construed to mean either Landlord or Tenant, as appropriate. "Parties" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.

L. "Premises" shall include not only the property more particularly described in ARTICLE I of this Agreement but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

M. Any and all references to the word "Term" of this Agreement shall include not only the original term but also any renewal or extension of the original term.

**ARTICLE I
WITNESSETH THAT:
PREMISES LEASED AND TENANT'S PERMITTED USE THEREOF**

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the Parties hereto, does hereby this day, grant an estate for years to Tenant those certain premises situated in Cherokee County, Georgia, and being more particularly described as follows, to wit:

Approximately 3,621 square feet of office space
located at 220 Brown Industrial Parkway, Suite 100
in Canton, Georgia 30114-8070.

The above-described Premises being shown and delineated on a floor plan drawing prepared for the Landlord and Tenant by the Landlord and entitled Exhibit A (Floor plan) a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

Tenant may use the Common Area to conduct Tenant's business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for any lawful business purpose the above-described Premises.

**ARTICLE II
TERM**

This Agreement shall be for a term of **ten (10) months**, commencing on the **1st day of September, 2013** (the "**Commencement Date**"), and ending at 12:00 midnight on the **30th day of June, 2014** (the "**Expiration Date**"), (collectively the "**Term**") unless this Agreement shall be sooner terminated as hereinafter provided. Notwithstanding anything in this Agreement to the contrary, pursuant to O.C.G.A. § 50-16-41, as amended, Tenant shall have the right to terminate this Agreement, without further obligation, if Tenant determines that adequate funds will not be available to satisfy Tenant's payment obligations under this Agreement. Tenant's determination regarding the availability of funds to satisfy Tenant's payment obligations under this Agreement shall be conclusive and binding on all Parties.

**ARTICLE III
OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND
THE TERM OF THIS AGREEMENT**

The Landlord, in consideration of the Premises and of the covenants, agreements, provisions, terms, conditions and stipulations herein agreed to be mutually kept and performed by both of the Parties to this Agreement, does hereby give and grant unto the Tenant the exclusive right,

privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **two (2) additional periods of one (1) year each**. Said renewal or extension shall be upon the same covenants, agreements, provisions, terms, conditions and stipulation as herein set forth and at the same monthly rental rate herein stipulated; provided, however, that notice of Tenant's desire to exercise such right, privilege and option shall be given to the Landlord either forty-five (45) days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof or five (5) days after the Governor signs the annual appropriation bill, whichever occurs later. It is further provided that this right, privilege, and option may be exercised by the Tenant only in the event all rents have been fully paid and all covenants, agreements, provisions, terms, conditions and stipulations of this Agreement on the part of the Tenant have been fully and faithfully performed, kept and observed by the Tenant.

ARTICLE IV FIXED RENTAL

For the use and rent of the Premises, the Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, the total fixed equal monthly rental of \$4,526.25 dollars, beginning on the Commencement Date, and payable thereafter on the 1st day of each and every calendar month during the said Term, being at the rate of ~~-----\$54,315.00-----~~ Dollars per annum; provided, however, that if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of rent payable for the period from the Commencement Date through the end of the calendar month during which the Commencement Date occurs shall be the above-referenced monthly installment of rent prorated on a daily basis, and shall be payable, together with the monthly installment of rent for the first full calendar month of the Term of this Agreement, on the first day of the first calendar month following the Commencement Date; provided further, however, that, if the Expiration Date is a day other than the last day of a calendar month, the monthly installment of rent payable for the month during which the Expiration Date occurs shall be the above-referenced monthly installment of rent prorated on a daily basis.

ARTICLE V COVENANTS, AGREEMENTS, PROVISIONS, TERMS, CONDITIONS AND STIPULATIONS OF THIS AGREEMENT

1. Headings. The use of headings, captions and numbers in this Agreement which appear in the left hand margin of this Agreement and within the body of this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

2. Riders. Riders or Exhibits, if any, attached hereto set forth certain original, additional or substitute provisions and are incorporated herein by reference. In the event of any conflict between this Agreement and any Riders or Exhibits, the terms of the Riders or Exhibits shall control.

3. Time of Essence; Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation; the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

4. Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the Party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

5. Covenant of Title and Quiet Enjoyment. Landlord covenants that he is seized of the Premises in fee simple absolute or an estate for years.

Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof. If the Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

6. Additional Landlord Covenants, Representations and Warranties. Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, that: (i) there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign; (ii) the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord; (iii) neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would adversely affect Tenant's use and enjoyment of the Premises, with the exception of any Mortgage for which Landlord shall have delivered (or within ten (10) days following the Commencement Date, shall deliver) a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Tenant; (iv) to the Landlord's knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises; (v) Landlord shall ensure that the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vi) Landlord shall ensure that on the Commencement Date, the Premises comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vii) to the Landlord's best knowledge, no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land; (viii) to the Landlord's best knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land; (ix) all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, and telephone) are available to the Building in capacities sufficient to serve and operate Tenant's business from the Premises; (x) as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair; (xi) the storm and surface water drainage facilities currently serving the Building (collectively, the "**Drainage Facilities**") are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and (xii) the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "**Paved Areas**") comply with all applicable Laws and are in good condition and repair.

7. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the Party appointing such agent.

8. Change in the Ownership of the Premises. No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of the Premises shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the Premises.

9. Binding Effect On Heirs, Assigns, Etc. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during

the Term of this Agreement.

10. Landlord's Failure To Deliver The Premises At The Commencement of the Term. Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise this option then there shall be a total abatement of rent during the period between the Commencement Date and the time the Landlord delivers possession of the Premises to the Tenant.

11. Destruction of or Damage to the Premises. A Casualty affecting a "Material Portion of the Premises" shall mean a Casualty which, in Tenant's sole good faith judgment, renders the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty. If there occurs a Casualty affecting a Material Portion of the Premises, Tenant shall have the right, at Tenant's option, to terminate this Agreement by giving written notice to Landlord of such termination within thirty (30) days after the Date of Casualty, in which event this Agreement shall terminate, and the Term of this Agreement shall expire, on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not terminate this Agreement pursuant to this paragraph, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, rent shall abate pro rata to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business. Landlord shall promptly proceed to repair, restore, rebuild, reconstruct or replace the damaged or destroyed portion of the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such repair, rebuilding, or reconstruction shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt.

12. Insurance. From and after the Commencement Date, Landlord shall procure, and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area, paying as the same become due all premiums therefore: (i) commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence for injury, death, or damage to property and \$3,000,000 in the aggregate; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with certificates or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (ii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (iii) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties. Tenant shall not use the Premises for any purpose other than that stated in ARTICLE I hereof. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. The Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies. Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, during the Term of this Agreement insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks.

The TENANT is self-insured, and shall during the term of this Lease, keep in force during the term comprehensive general liability insurance with limits of \$2,000,000 per person and \$3,000,000 per incident, and property damage limits which are equal to the full replacement cost of all equipment and personal property. TENANT shall furnish LANDLORD with Certificates or other acceptable evidence that such insurance is in effect, and LANDLORD shall be listed as an additional insured.

13. Environmental Covenants. If removal, encapsulation or other remediation is required as to Hazardous Substances located in, on or under the Land or Building by applicable Laws (the "**Remediation**"), unless such Hazardous Substances were released or placed on the Land or Building by Tenant, Landlord immediately and with all due diligence and at no expense to Tenant, shall take all measures necessary to comply with all applicable Laws, to remove such Hazardous Substances and to perform such Remediation. Landlord shall repair and restore the Land or Building at its sole cost and expense (the "**Restoration**"). From the date such Hazardous Substances are discovered on the Land or Building to the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically or practically used for the operation of Tenant's business.

Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by written notice to Landlord which shall be effective on Landlord's receipt. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

14. Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any rent or other payment of money to be made by Tenant hereunder and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.

15. Holding Over. Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental set out in ARTICLE III above and under the same provisions in force at the expiration or termination of this Agreement.

16. Condemnation. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purpose stated in ARTICLE I hereof shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon notice to the Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must notify the Landlord within twenty-five (25) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a "**Tenant Election**"). In the event the Tenant elects to remain on the Premises under the conditions set forth above, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. Notwithstanding anything to the contrary, if Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

17. Rubbish Removal. Landlord shall keep the exterior Common Area clean, at Landlord's sole cost and expense, and shall see that all ashes, garbage, trash, excelsior, straw and all other refuse is removed from the common areas of the Building.

18. Repairs by the Landlord; Repairs by Tenant; Tenant Self-Help. Landlord, at Landlord's sole cost and expense, shall maintain and repair in good operable condition and replace as necessary, throughout the Term of this Agreement, the Building and Common Area, including without limitation, the Drainage Facilities, the Paved Areas, the HVAC, roof, foundations, footings, columns, exterior walls and other structural components, parking and other paved areas, building systems, utility lines and sewer pipes and anything else caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. Landlord shall also (i) keep the Common Area and the Premises well lit and change light bulbs in the Common Area and the Premises as necessary; (ii) maintain and repair the interior portions of the Premises such that they remain in good condition and repair, normal wear and tear excepted, and replace such interior portions of Premises as necessary, including, without limitation, repairing, patching and painting the walls within the Premises as necessary from time to time. Tenant may give Landlord written notice if Tenant believes that there is a condition that requires maintenance, repair or replacement that is the obligation of Landlord pursuant to this paragraph. Notwithstanding anything to the contrary set forth in this Agreement, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's intention to undertake such maintenance, repair or replacement, then

Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property. All costs and expenses incurred by Tenant in exercising Tenant's rights under this paragraph, shall bear interest at eight percent (8%) from the date of payment by Tenant and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant. Notwithstanding anything in this Agreement to the contrary, Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises, (and such obligation to make alterations, repair damage or remedy disrepair shall be the sole responsibility of Landlord hereunder) if (a) such damage or disrepair is caused by the failure of such Building or Common Area to be (1) in good working order and condition on the Commencement Date, or (2) constructed in a good and workmanlike manner and in accordance with applicable Laws, or (b) such damage or disrepair is caused by the negligence or willful misconduct of Landlord, its employees, agents or contractors. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises or to any improvements or additions made to the Premises by the Landlord shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

19. Entry For Inspection And Repairs, Alterations or Additions. Tenant shall permit Landlord, his agents or employees to enter onto the Premises at all reasonable times, but after no fewer than two (2) days' prior written notice, for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the Premises.

20. Janitorial Services. Tenant shall furnish and Tenant shall pay for janitorial services and janitorial supplies for cleaning of the Leased space.

21. Utilities. With the sole exception of telephone, Landlord shall furnish and Tenant shall pay for, electricity, gas, fuel, oil, coal, light, heat and power or any other utility used by the Tenant while occupying the Premises. No deduction shall be made from the rent due to a stoppage in the service of water, electricity, gas fuel, oil, coal, light, heat and power or any other utility unless caused (directly or indirectly) by an act of the Landlord. In the event of interruption in water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same. Landlord shall furnish and Tenant shall pay for water and sewer.

22. Notice to the Landlord of Damage(s) or Defect(s). Tenant shall give to the Landlord prompt notice of any damage(s) to or any defect(s) in the Premises and said damage(s) or defect(s) shall be remedied with due diligence by Landlord at his own cost and expense.

23. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.

24. Termites, Rodents and Pests. Landlord shall, at his own cost and expense, keep Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement.

25. Removal of Improvements, Erections, Additions and Alterations Made by the Tenant. The Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the Premises for Tenant's business. All improvements, erections, additions and alterations installed or placed on the Premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Premises, the Tenant agrees to repair any specific damage directly resulting to the Premises from such removal.

26. Removal of Fixtures, etc. by the Tenant. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Premises.

27. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

28. Entry For Carding, Etc. In the event the Tenant does not exercise the renewal or extension option provided in ARTICLE III above, then Landlord may, within the forty-five (45) day period preceding the expiration of the Term of this Agreement, card the Premises thereby

advertising the same "For Sale", "For Rent" or "For Lease". Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants or lessees.

29. Abandonment of Premises by the Tenant. During the Term of this Agreement, Tenant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Tenant shall mean that Tenant (or Tenant's permitted assignee or sublessee) is absent from the Premises for twenty (20) consecutive days, excepting for purposes of repair of improvements.

30. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

31. Assignment and Subletting of Premises by the Tenant. LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT (I) TENANT IS PUBLIC BODY CORPORATE AND POLITIC CREATED WITHIN THE EXECUTIVE BRANCH OF THE STATE GOVERNMENT OF GEORGIA BY O.C.G.A. § 50-16-32; (II) TENANT'S DUTIES INCLUDE THE MANAGEMENT OF THE UTILIZATION OF ADMINISTRATIVE SPACE [AS DEFINED BY O.C.G.A. § 50-16-31(1.1)] IN THE MANNERS PERMITTED BY O.C.G.A. § 50-16-31 ET SEQ.; (III) PURSUANT TO O.C.G.A. § 50-16-41, THE MANAGEMENT OF THE UTILIZATION OF ADMINISTRATIVE SPACE BY TENANT SHALL INCLUDE TENANT ENTERING INTO ANY NECESSARY AGREEMENTS TO RENT OR LEASE ADMINISTRATIVE SPACE AND THEN SUBSEQUENTLY SUBLETTING SUCH SPACE TO A USER AGENCY (AS HEREINAFTER DEFINED) REQUIRING THE SPACE. ACCORDINGLY, LANDLORD FURTHER RECOGNIZES AND ACKNOWLEDGES, AND DOES HEREBY CONSENT TO TENANT'S SUBLET OF THE PREMISES, OR ANY PORTION THEREOF, AS WELL AS THE ASSIGNMENT OF THIS AGREEMENT, TO A USER AGENCY WITHOUT OBTAINING LANDLORD'S CONSENT, SO LONG AS TENANT GIVES LANDLORD PRIOR WRITTEN NOTICE THEREOF. FOR PURPOSES HEREOF, A "USER AGENCY" MEANS: (I) AN AGENCY, DEPARTMENT, COMMISSION, BOARD, PUBLIC BODY CORPORATE AND POLITIC, OR BUREAU OF THE STATE OF GEORGIA, AND (II) ANY OTHER ENTITY AS PERMITTED BY STATE LAW. ANY USER AGENCY SHALL HAVE THE RIGHT, AT ITS ELECTION, TO CURE ANY DEFAULT BY TENANT UNDER THIS AGREEMENT. LANDLORD SHALL IMMEDIATELY PROVIDE TENANT WITH COPIES OF ALL CORRESPONDENCE SENT BY LANDLORD TO A USER AGENCY (OR TO ANY OTHER SUBTENANT) AND COPIES OF ALL CORRESPONDENCE RECEIVED BY LANDLORD FROM A USER AGENCY (OR FROM ANY OTHER SUBTENANT). NOTWITHSTANDING THE FOREGOING, LANDLORD ACKNOWLEDGES AND AGREES THAT THE USER AGENCY SHALL NOT BE AN AGENT OF TENANT AND SHALL NOT HAVE ACTUAL, CONSTRUCTIVE OR APPARENT AUTHORITY TO AMEND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT OR TO OTHERWISE BIND TENANT.

32. Surrender Of The Premises. Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition, reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted.

33. Mortgages and Mortgagees. This Agreement shall be subordinate to any and all Mortgages encumbering the Land or any part thereof, and to all renewals, modifications, replacements and extensions of such Mortgages unless an applicable Mortgagee executes and delivers a subordination, non-disturbance and attornment agreement (an "SNDA") in favor of Tenant reasonably satisfactory in form and substance to Tenant. Notwithstanding anything to the contrary in this Agreement, Tenant's obligations under this Agreement shall be contingent upon (and only Tenant shall have the right to waive such contingency) all Mortgagees currently holding Mortgages on the Land executing and delivering to Tenant an SNDA prior to the Commencement Date.

34. Miscellaneous.

A. Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia has not been and will not be violated in any respect by this Agreement.

B. Tenant acknowledges that this Agreement and its obligations hereunder may become a source of repayment for any of Landlord's financing of the Premises. Tenant does not prohibit Landlord from pledging or assigning the rents payable by Tenant hereunder as security for such financing. Tenant will affirmatively support or acknowledge the rights of any lender or other Party in connection with such financing to the extent permitted by law.

C. Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as Exhibit "A" is subject to approval by the State Fire Marshal's Office. Additionally, the Premises is subject to those adjustments or changes required by the State Fire Marshal's Office without cost or expense to the Tenant.

35. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement

of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect. This Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties in the same manner as this Agreement is executed. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

SIGNED, SEALED AND DELIVERED

As to Landlord, in the presence of:

Witness

Notary Public
My Commission Expires:

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

SIGNED, SEALED AND DELIVERED

As to Tenant, in presence of:

Witness

Notary Public
My Commission Expires:

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

**LANDLORD: Cherokee County
Board of Commissioners**

(L.S.)

(L.S.)

By _____ (L.S.)

Title _____

ATTEST: _____ (L.S.)

Title _____

TENANT: State Properties Commission

(L.S.)

(L.S.)

By: **Steven L. Stancil**

Title: **Executive Director**

EXHIBIT B

1. PROVISION FOR RENT DURING OPTION PERIODS:

- a. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2015 (beginning July 1, 2014 and ending June 30, 2015) the rental rate for the 3,621 square feet covered by this Agreement shall be \$54,315.00 per year or \$4,526.25 per month.
- b. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2016 (beginning July 1, 2015 and ending June 30, 2016) the rental rate for the 3,621 square feet covered by this Agreement shall be \$54,315.00 per year or \$4,526.25 per month.

2. PROVISION FOR OPEN ENDED MODIFICATION:

Upon receipt of a written request from Tenant, Landlord agrees to perform such alterations and/or modifications to the premises as are deemed necessary by Tenant, provided that such alterations and/or modifications are acceptable to Landlord and are consistent with the structural integrity of the Premises. Landlord shall not unreasonably withhold consent to such alterations and/or modification requests. Each such request shall specifically enumerate all items of work to be performed by Landlord and shall set forth the Special Rent Assessment payable by Tenant. If such alterations and/or modifications, and the amount of the proposed Special Rent Assessment are acceptable to Landlord, Landlord agrees to perform such work in accordance with Tenant's request; provided however, that Landlord shall not be required to perform any work not specifically set forth in any such request, including, without limitation, changes to work being performed as a result of such requests, unless Tenant submits additional written request, enumerating all such additional items of work and conforming to the above requirements. Tenant further agrees to pay all Special Rent Assessments in full within ten (10) days of completion of all work set forth in each such request, upon acceptance and approval of such alterations or modifications by Tenant.

3. PROVISION FOR MAINTENANCE AND REPAIRS:

Both the Landlord and Tenant agree that the Tenant shall reimburse the Landlord for any maintenance or repair to the Premises caused by the willful actions of the guests and/or employees of the Tenants.

4. PARKING:

Both Landlord and Tenant agree that the Tenant may have the right to park automobiles in the fenced area behind the Building. Parking in the fenced area will be contingent upon approval by the Landlord.



Cherokee County, Georgia Agenda Request

2.10

SUBJECT: Sale of County Property – Bishop Road

MEETING DATE: August 20, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve sale of 1,810 square feet on Bishop Road to the sole bidder, Mr. Dewell Day, for the bid amount of \$1,000.

FACTS AND ISSUES:

In order to provide a 60ft wide access easement to serve a Minor Subdivision of a total of 5 lots, Mr. Dewell Day is in need to additional road frontage. To allow Mr. Day sufficient road frontage, the County advertised for the sale of approximately 1,810 square feet of property owned by the County near Bishop Road.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve sale of 1,810 square feet of property to Dewell Day.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

CHEROKEE TRIBUNE
521 East Main Street ♦ Canton, Georgia 30114
PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA - County of Cherokee

Before me, the undersigned; a Notary Public, this day personally came **Otis Brumby III**, who, being duly sworn, according to law, says that he is the **General Manager** of *Times Journal, Inc.*, publishers of the *Cherokee Tribune*, official newspaper published in said county and State, and that the publication, of which the annexed is a true copy, was published in said paper on the 3rd day of July, 2013, as provided by law.



Subscribed and sworn to before me this 5th day of July, 2013.


Notary Public

My commission expires September 15, 2014.



**ACCEPTING SEALED BIDS FOR
COUNTY PROPERTY
Vacant Land near Bishop Road
Canton, GA 30114**

The Cherokee County Board of Commission intends to sale vacant land located in District 14, Land Lot 293, Parcel 14N26 030 and is accepting sealed bids. The property is approximately 1,810 square feet (15'x240') of a larger parcel owned by Cherokee County located near Bishop Road and the Cherokee County Regional Airport. Interested parties must provide offer price, and agree to pay for survey and county legal costs to prepare and handle closing, in a sealed envelope with "County Property - Bishop Road" marked on the outside of the envelope. All sealed bids must be submitted to Jerry W. Cooper, County Manager, 1130 Bluffs Parkway, Canton, GA 30114 by 4:00 PM, Thursday, July 18, 2013. For more information regarding the property please visit the County web site at www.cherokeega.com <<http://www.cherokeega.com/>> and select the BIDS & RFPS tab on the front page.

The Cherokee County Board of Commissioners can accept and/or reject any and all bids.



Cherokee County Board of Commissioners
Procurement & Risk Management Department
1130 Bluffs Parkway, Canton, GA 30114
Phone: (678) 493-6000 Fax: (678) 493-6035

REQUEST FOR BIDS

**RFB 2013:57 – SALE OF COUNTY PROPERTY
VACANT LAND NEAR BISHOP ROAD**

The Project: The Cherokee County Board of Commissioners (County) is requesting competitive sealed bids from qualified companies or individuals for purchase of real property located in District 14, Land Lot 293, Parcel 14N26 030 (the Property). The property is approximately 1,810 square feet (15'x240') of a larger parcel owned by Cherokee County. The property is located near Bishop Rd and the Cherokee County Regional Airport. Interested parties must provide offer price, and agree to pay for survey and county legal costs to prepare and handle closing. Additional property information is attached to this RFB as Exhibit "A".

Bid Instructions: Interested Bidders should complete both the Bid Form (Appendix A) and the Non-Influence and Non-Collusion Affidavit (Appendix B) as attached to this RFB; these two (2) Forms will constitute the minimum required "Bid Package". One (1) original with signatures in blue ink and two (2) copies of the Bid Package should be submitted by **4:00PM EST on Thursday, July 18, 2013** to:

Attn: Jerry W. Cooper, County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway, Canton, GA 30114

Bid packages will NOT be accepted by fax or e-mail. The bid submission deadline will be strictly enforced; no late bids will be accepted for any reason.

Qualification of Bidders: Bidders must be financially and legally able to successfully close the sale of the Property at a formal closing which will be set by the County, the County Attorney and winning Bidder. The formal closing will determine final payments to the County and the contract form to be utilized for the sale. Any Bidder who is determined to be unable to successfully close on the sale of the Property will have their Bid rejected, and the County will exercise its option to review and proceed with the next most responsive Bid.

Questions: Only written inquiries will be permitted during the Bid period. Questions are to be submitted via email to: jcooper@cherokeega.com no later than 4:00PM EST on Thursday, July 11, 2013. Answers will be posted via formal Addendum and only released as part of the Bid Documents on the County's website. All interested parties are instructed to monitor the County's website on a regular basis throughout the Bid period.

END OF REQUEST FOR BID
Appendices A and B begin next page.

APPENDIX "A"

**RFB 2013:57 – SALE OF COUNTY PROPERTY
VACANT LAND NEAR BISHOP ROAD**

BID FORM

BID DATE/TIME: JULY 18, 2013 AT 4:00PM EST

Young D. Day + Patricia B. Day
Name of Individual (or Company)

Name of Primary Contact (if Company)

1080 Bishop Rd., Ball Ground, GA 30107
Physical Address (no PO Box), City, State and Zip Code

770-479-5979
Phone and Email

\$1,000,000
TOTAL Bid Value (in U.S. Dollars)

Young D. Day Patricia B. Day
Bidder's Signature

Sworn to and subscribed before me this 16 day of July, 2013

Angela P. Culverhouse
(Notary Public)

(SEAL REQUIRED)

My Commission Expires _____



Non-Collusion Affidavit - Continued

I state that Young D. Day & Patricia B. Day understands and acknowledges that
(Name of Firm)
the above representations are material and important, and will be relied on by the Cherokee County Board of Commissioners (CCBOC) in awarding the contract(s) for which this Bid/Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from CCBOC of the true facts relating to the submission of Bids/Proposals for this contract.

Patricia B. Day
Young D. Day Signature

Young D. Day & Patricia B. Day
Printed Name

Title

Sworn to and subscribed before me this 16 day of July, 2013
Angela P. [Signature]
(Notary Public)

(SEAL REQUIRED)

My Commission Expires

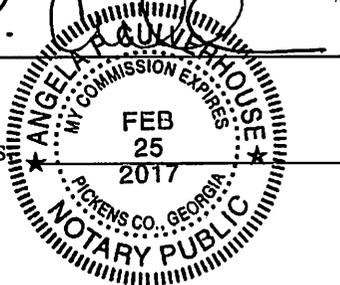


EXHIBIT "A"

**RFB 2013:57 – SALE OF COUNTY PROPERTY
VACANT LAND NEAR BISHOP ROAD**

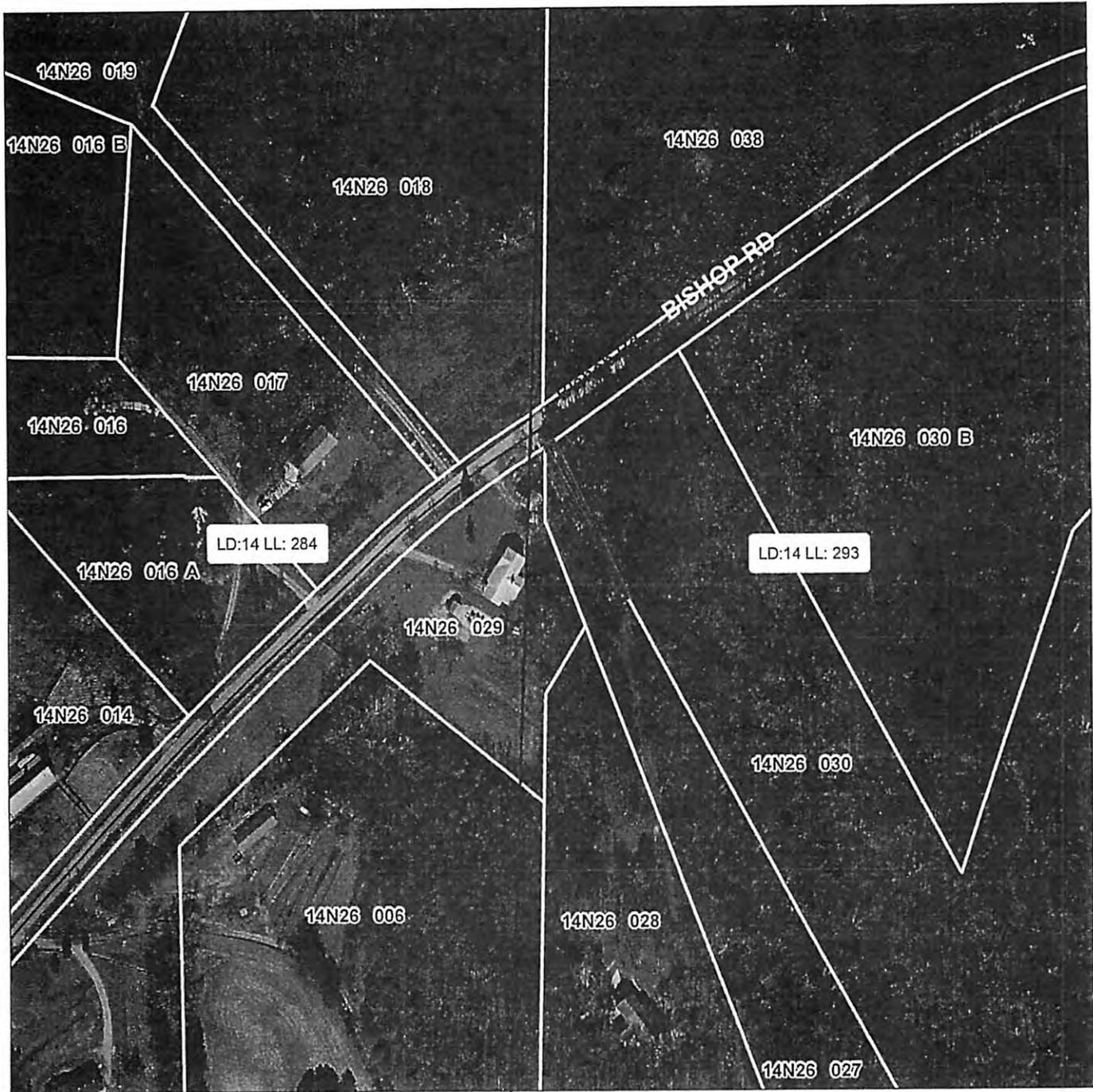
Dewell Day

FOR SALE

**1,810 +/- Square Feet
(Bishop Road)
Canton, GA 30114**

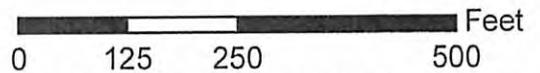
1,810+/- Square Feet (15'x240') located in District 14, Land Lot 293, Parcel 14N26 030 depicted on attached GIS map as red triangle located in parcel 14N26 030.

Cherokee County Surplus Property



Legend

- Major Roads
- Land Lot Boundary
- Tax Parcels



This map has been compiled from the most up to date and reliable sources available. Cherokee County is not responsible for errors and omissions contained in this map. No warranties or representations are expressed or implied in fact or in law.



Prepared by:
Cherokee County
Planning & Land Use
Canton, Georgia
June 28, 2013





Cherokee County, Georgia Agenda Request

2.11

SUBJECT: Fire Services Agreement – Holly Springs

MEETING DATE: August 20, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve 5-year fire services agreement between Cherokee County and the City of Holly Springs commencing on October 1, 2013.

FACTS AND ISSUES:

The current fire services agreement expires on December 31, 2013. Modifications to the existing agreement, include:

- 1) Provision to deduct the value of the property located in the downtown Tax Allocation District, which totals \$4,377,120 and equates to a reduction in revenue of \$14,855.95;
- 2) Maintain a credit of \$15,000/year related to fire plan review and inspections; and,
- 3) Immigration Compliance provisions.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve 5-year Fire Services Agreement.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

FIRE & EMERGENCY SERVICES AGREEMENT

**Between
CHEROKEE COUNTY AND
CITY OF HOLLY SPRINGS**

This Agreement is made and entered into this 20st day of August, 2013, 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, (the "County"), and the CITY OF HOLLY SPRINGS, a political subdivision of the State of Georgia, acting by and through its governing authority, the Mayor and City Council for the City of Holly Springs, (the "City"), collectively referred to as the Parties.

WHEREAS, the County presently furnishes, within its own boundaries and within the City, certain fire and emergency services, including fire suppression, rescue, hazardous material response, fire prevention, emergency medical services (life support), as well as administrative services necessary to support said programs; and

WHEREAS, the City is desirous of contracting for fire and emergency services for the City of Holly Springs; and

WHEREAS, the Constitution of the State of Georgia, *Art. IX, § III, Para. I*, authorizes local governments to enter into agreements for joint or cooperative action; and

WHEREAS, the Parties desire to provide for a more effective, economical and efficient means of providing fire and emergency services within the City by maximizing the use of personnel, facilities and equipment;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the Parties do hereby agree as follows:

1. TERM:

The term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2013 and ending on the 30th day of September, 2018, and shall automatically renew for an additional five (5) years, unless the governing authority of one or both Parties takes affirmative action not to renew at the end of the initial term, said term is modified by mutual agreement, or the Agreement is terminated as outlined in Article 13.

2. SERVICE AREA:

The services contracted for herein shall be provided within the corporate limits of the City of Holly Springs, State of Georgia, as amended through annexation during the term of this Agreement. The expectation is that, by working jointly, the Parties will improve their protection class rating from five (5) to (4) within the contract period.

3. DURING THE TERM OF THIS AGREEMENT, THE CITY SHALL:

a. Pay to the County compensation, the amount of which shall be determined as follows:

First, take the current millage rate of 3.394, or the rate charged unincorporated property if different, and multiply that by 100% of the "Net M&O Tax Digest 40% Value" (Gross Digest less Exemptions M&O) for the Holly Springs Tax District, as shown on the County Tax Digest approved by the State of Georgia Department of Revenue (an example of which is attached hereto and marked Exhibit "A"). Then, multiply the current millage rate by the current tax allocation increment base certified by the Department of Revenue for the district defined as the Holly Springs New Town Center

Redevelopment Plan-Tax Allocation District One (“TAD”), as currently set forth in the TAD boundary map and Department of Revenue tax increment base certification for the TAD attached hereto as Exhibit “B”. (The resulting amount is the payment amount to be applied to TAD bond obligations and shall be retained by the City and used for all purposes authorized in the Resolution dated December 19, 2005 creating the TAD.) Then subtract the second number found from the first to determine the compensation required to be paid to the County.

For example, using this formula based on the 2008 tax digest, the amount of compensation would be determined as follows:

- (i) First, one would multiply the millage rate and the “Net M&O Tax Digest 40% Value”:

$$.00394 \times \$340,709,471 \text{ (2008 “Net M\&O Tax Digest 40\% Value”)} = \$1,342,395.32$$

- (ii) One would then multiply the current millage rate by the tax allocation increment base certified by the Department of Revenue for the TAD:

$$.003394 \times \$4,377,120 = \$14,855.95$$

- (iii) Finally, one would subtract the second number from the first to determine the amount of compensation required to be paid to the County:

$$\$1,342,395.32 - \$14,855.95 = \$1,327,539.37$$

Payment is due to the County by May 1 each year for services provided during that fiscal year. For example: Payment for services provided by the County for fiscal year 2014 (October 1, 2013 – September 30, 2014) shall be based on the 2013 tax digest and shall be due to the County on May 1, 2014.

The tax allocation increment base for the TAD or the TAD boundary, as used in the above formula to determine compensation to Cherokee County under this Agreement, shall not be modified without prior written consent of the Cherokee County Board of Commissioners. The City acknowledges that it shall be responsible for any and all tax collection necessary to generate the compensation amount set forth in this Agreement and shall abide by all applicable laws related to such taxation.

- b. Notify the County Fire Chief by e-mail in the event the City makes any changes in the road or street network within the City, temporarily or permanently closes any road or street to vehicular traffic or becomes aware of any changes or interruptions in the water service to any area within the City.
- c. Work cooperatively with the County to maintain an ISO protection class rating of five (5) and accomplish the Parties’ goal of achieving a rating of four (4).

4. THE COUNTY SHALL:

- a. Work diligently to respond to all emergency fire, hazardous material, and lifesaving related alarms within the City in a time intended not to exceed eight (8) minutes, and provide fire prevention, pre-fire inspection, hydrant flow, community services and such other usual and customary services as are provided within the County. The County agrees to work cooperatively with the City to maintain an ISO protection class rating of five (5) for the fire department, but will not guarantee a rating of five (5) if actions or inactions by the City (i.e., annexation, code enforcement, water availability) impact the ability to maintain a protection class rating of five (5) or achieve a rating of four (4).
- b. Ensure staffing at Station 8 is sufficient to provide the services identified in this Agreement, which staffing shall include an average of four (4) fully qualified and firefighter trained personnel twenty-

four (24) hours per day seven (7) days a week during the term of this Agreement. During the term of this Agreement, the individuals used to staff Station 8 will be determined by the County's Fire Chief using acceptable industry standards, and the Fire Chief shall consult with the City Manager regarding staffing concerns.

- c. Ensure that an ambulance (squad) is assigned and deployed from Station 3, 8, 22, 23 or 24 to respond to ALS alarms.
- d. In responding to specific incidents, rely on support provided by personnel, apparatus and equipment deployed from Stations 3, 8, 22, 23 and 24.
- e. Discuss with the City, prior to implementation, any operational changes or new programs, which may impact future costs or levels of fire service to the City.
- f. Provide quarterly reporting to the City of equipment deployment, as well as total call volume, type and location in the City, and emergency calls inside the City and the County from Stations 3, 8, 22, 23 and 24.
- g. Officially include the Holly Springs Volunteer Fire Department in the protection plan for the City, including but not limited to their acknowledgement, providing reasonable office space and training, and providing reasonable funding assistance for equipment and communication equipment contingent upon funding appropriated by the Board of Commissioners.

5. THE COUNTY AND CITY EACH AGREE TO:

- a. Provide written notice at least ninety (90) days in advance of any proposed changes in its ordinances, laws or regulations which would impact the delivery of fire services set forth herein or which would increase or change the level of services required. The Parties agree that if one Party makes changes to its ordinances, laws or regulations that impact the obligations of the other Party hereunder, the other Party shall have the opportunity to notify the Party making the changes of its decision to accept or reject the changes proposed as well as any additional payment or payment deduction that may be required related thereto.
- b. Mutually decide on the need for capital additions and replacements at stations serving the City, and negotiate a fair and reasonable sharing of such capital costs.

6. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Each of the Parties agree that, insofar as it is authorized to do so by applicable law, it will protect, save and hold harmless the other Party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

7. LIABILITY INSURANCE:

During the term of this Agreement, the County shall provide the City with a certificate of insurance evidencing commercially reasonable property damage, collision and liability insurance coverage for all apparatus and equipment owned by the City and operated by the County and/or the Holly Springs Volunteer Fire Department. Said certificate of insurance will indicate the limits of liability indemnification and the coverage period.

8. ENFORCEMENT OF CODES:

- a. The City agrees, during the term of this Agreement or any extensions thereof, to enact and enforce building and fire codes at a level at least equivalent to the codes and enforcement provided by Cherokee County within the County and as required by State of Georgia minimum codes in accordance with Georgia Law.
- b. It is acknowledged by the Parties that the County has assumed no duty to provide code enforcement or building or fire inspection services that might be required under Georgia Law or any ordinance of the City. It is further acknowledged that the Parties recognize the County, by statute, has no authority or duty to enforce any provisions of such code or to enforce any ordinances of the City unless authorized by intergovernmental agreement.
- c. For each fiscal year during the duration of this Agreement, the County will provide a credit, in the amount of and not to exceed \$15,000, to be applied against annual compensation due the County from the City for fire and emergency services related to fire plan review and inspections to ensure compliance with Georgia minimum fire codes.

9. DEFAULT:

Failure by either Party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other Party to declare a default and/or terminate this Agreement.

Should either Party file suit, commence any other legal or equitable proceeding against the other for breach of this Agreement or should arbitration proceedings be commenced, the prevailing Party shall be entitled to recover all of its expenses, including attorney's fees, court costs and arbitration expenses in addition to any damages or other judgment allowed.

10. WAIVER:

Failure by either Party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said Party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

11. CONTRACT RENEWAL:

No later than six (6) months prior to the expiration of this Agreement, the County will provide the City with a proposal for renewal of this Agreement, if such renewal is desired, which includes a five (5) year comprehensive plan for services to be provided to the City as defined in Article 4 (a) above and the cost of providing said services to the City. Negotiations for renewal of this Agreement, if such renewal is desired, shall commence not later than six (6) months prior to the expiration of this Agreement.

12. ENTIRE CONTRACT:

This instrument constitutes the entire agreement between the Parties and supersedes all prior agreements. The Parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modifications of this Agreement shall have no force or effect unless in writing signed by both Parties.

13. TERMINATION:

This Agreement may be terminated for convenience by either Party when that Party gives notice to the other Party in writing at least twelve (12) months prior to its intended withdrawal from this Agreement.

14. SEVERABILITY:

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

15. THIRD PARTY BENEFICIARIES:

This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

16. MUTUAL AID AGREEMENT:

If this Agreement is terminated or not renewed for any reason, the Parties agree to work cooperatively and negotiate a mutual aid agreement for fire and emergency services.

17. NOTIFICATION:

Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing by certified mail, return receipt requested, by enclosing said notice in a postage prepaid envelope addressed as follows:

To the County:

County Manager
1130 Bluffs Parkway
Canton, GA 30114

To the City:

City Manager
P.O. Box 990
Holly Springs, GA 30142

18. AUTHORITY:

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

19. RECORDS:

Each Party shall maintain records relating to matters covered by this Agreement as required by Georgia law. Such records shall be maintained for a period of three years following the termination of this Agreement.

20. NON-DISCRIMINATION:

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 Parties agree that, during performance of this Agreement, each Party, 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, each Party

agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 20 in any subcontract for services contemplated under this Agreement.

21. IMMIGRATION COMPLIANCE:

Pursuant to O.C.G.A. § 13-10-91, *et seq.*, the Parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other Party shall provide evidence on forms attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its 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 contract to ensure that no unauthorized aliens will be employed. Each Party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such affidavit to the other Party. In the event a Party employs or contracts with any subcontractor(s) in connection with the covered contract, the Party employing or contracting with any subcontractor 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 "D", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

The Parties hereby agree 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. Each Party's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "C" and incorporated herein by this reference.

The Parties agree that the employee-number category designated below is correct in relation that that Party's employee status.

COUNTY:

CITY:

____ 500 or more employees
____ 100 or more employees
____ Fewer than 100 employees

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

Each Party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such Party 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.

22. FORCE MAJEURE:

Neither the County nor City 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; (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.

APPROVED by the Cherokee County Board of Commissioners this 20th day of August, 2013.

CHEROKEE COUNTY

L. B. Ahrens, Jr., Chairman

ATTEST:

Christy Black, County Clerk

APPROVED AS TO LEGAL FORM:

Angela Davis, County Attorney
JARRARD & DAVIS, LLC

APPROVED by the Mayor and Council of the City of Holly Springs this 19th day of August, 2013

CITY OF HOLLY SPRINGS

Tim Downing, Mayor

ATTEST:

Karen Norred, City Clerk

APPROVED AS TO LEGAL FORM:

Bobby Dyer, City Attorney

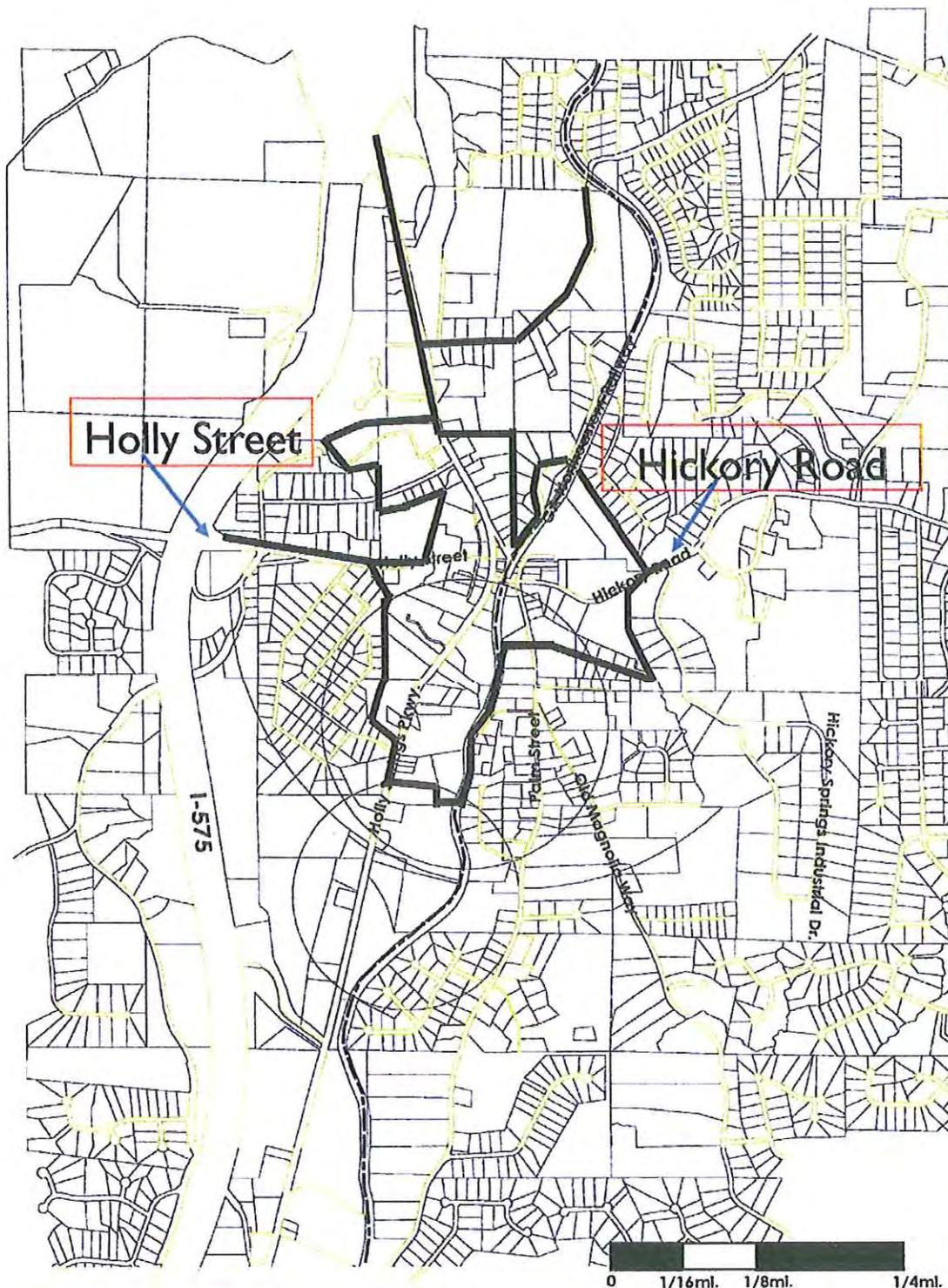
EXHIBIT "A"

[INSERT COUNTY TAX DIGEST
AS APPROVED BY THE STATE OF GEORGIA DEPARTMENT OF REVENUE]

EXHIBIT "B"

**[INSERT CERTIFICATION OF TAX INCREMENT BASE FOR THE TAX DISTRICT DEFINED AS
"HOLLY SPRINGS NEW TOWN CENTER REDEVELOPMENT PLAN – TAX ALLOCATION
DISTRICT ONE"]**

Holly Springs Tax Allocation District Boundary Map



HOLLY SPRINGS



Bart L. Graham
Commissioner

State of Georgia
Department of Revenue

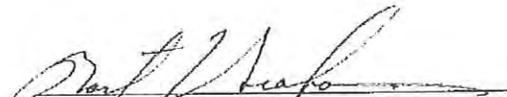
Suite 15300
1800 Century Blvd.
Atlanta, Georgia 30345
(404) 417-2100

Mr. Anthony W. Griffin
City Manager
City of Holly Springs
P. O. Box 990
Holly Springs, Georgia 30142

Dear Mr. Griffin:

Pursuant to the requirements of O.C.G.A. Section 36-44-10, I herewith submit to you "Exhibit 1", certification of tax increment base for the district defined as "Holly Springs New Town Center Redevelopment Plan – Tax Allocation District One". This exhibit lists the total taxable assessed value, taken from the 2005 Cherokee County ad valorem tax digest and certified by the board of tax assessors, of the property located within the tax allocation district.

The total taxable assessed value for the "Holly Springs New Town Center Redevelopment Plan – Tax Allocation District One" is \$4,377,120.


Bart L. Graham
Revenue Commissioner
Georgia Department of Revenue

Sworn to and subscribed before me

This 23rd day of January, 2006


Notary Public
Notary Public, Rockdale County, Georgia
My Commission Expires Nov. 19, 2008

EXHIBIT 1

Holly Springs Downtown Tax Allocation District						
Parcel ID	Name	Address	Acreage	2005 Fair Market Value	2005 Assessed Value	Exempt
93N00 1	Saif Enterprises, Inc.	3735 Holly Springs Pkwy	1.3	515,100.00	206,040.00	
93N00 1A	Sun Valley Land Company	117 Jackson St	0.33	218,300.00	87,320.00	
93N00 2	Beaulah & Weaver Jackson	Jackson St	1	57,300.00	22,920.00	
93N00 3	Sally Parsons DBA The Herb Shop	161 Jackson St	0.3	93,800.00	37,520.00	
93N00 4	Dora Bates AKA Beth Bates	102 Palm St	0.33	78,300.00	31,320.00	
93N00 5	Ronald & Ruby Dunn	93 Palm St	0.33	71,300.00	28,520.00	
93N00 6	Tridium Associates, LLC	Hickory St	0.33	193,400.00	77,360.00	
93N00 7	Montarie & Lavon Fabian	241 Hickory St	0.25	57,600.00	23,040.00	
93N00 8	James Roach	293 Hickory St	0.4	78,200.00	31,280.00	
93N00 9	Marie Barnes	155 Hickory St	11.32	156,100.00	62,440.00	
93N00 9	Marie Barnes	155 Hickory St	0	18,400.00	7,360.00	
93N00 10	City of Holly Springs	Hickory St	3.1	788,100.00	315,240.00	X
93N00 10B	Alan & Akemi LeBaron	113 Palm St	0.83	113,000.00	45,200.00	
93N00 11	Warren Jones	Palm St	0.5	121,700.00	48,680.00	
93N00 12	Arnold Dieter	135 Palm St	0.43	86,400.00	34,560.00	
93N00 13	Barbara Brown Trustee of the Kenny Brown Trust	175 Palm St	0.35	76,800.00	30,720.00	
93N00 14	Elizabeth Barrett	199 Palm St	4	161,300.00	64,520.00	
93N00 15	Donald & Carol Crowe	139 Walnut St	0.35	89,300.00	35,720.00	
93N00 16	Matthew Wallace	171 Walnut St	0.35	86,700.00	34,680.00	
93N00 17	James & Christine Neal	211 Walnut St	0.35	136,800.00	54,720.00	
93N00 19	James Neal & Maynard & Myrtice Neal	Walnut St	0.35	20,000.00	8,000.00	
93N00 20	James Neal & Maynard & Myrtice Neal	251 Walnut St	1.85	152,500.00	61,000.00	
93N00 38	Carl Barrett Estate c/o Anne Payne	136 Palm St	0.75	81,000.00	32,400.00	
93N00 38A	City of Holly Springs	Palm St	0.42	125,900.00	50,360.00	X
93N00 40	City of Holly Springs	3658 Holly Springs Pkwy	0.05	22,000.00	8,800.00	X
93N00 40A	Otho & Molly Lofties	3087 Holly St	0.11	82,900.00	33,160.00	
93N00 40B	Joseph Colbert Jr.	3658 Holly Springs Pkwy	0.34	143,100.00	57,240.00	
93N00 41	Sid & Sara Fritts	2725 Holly Springs Pkwy	0.25	78,300.00	31,320.00	
93N00 42	City of Holly Springs	Holly Springs Pkwy	0.2	15,000.00	6,000.00	X
93N00 43	City of Holly Springs	Holly Springs Pkwy	0.2	94,600.00	37,840.00	X
93N00 44	James Daniel Patterson	3586 Holly Springs Pkwy	0.4	247,300.00	98,920.00	
93N00 44	James Daniel Patterson	2945 Holly Springs Pkwy	0.26	176,100.00	70,440.00	
93N00 45	DHFF, Inc.	2945 Holly Springs Pkwy	0.14	45,000.00	18,000.00	
93N00 45A	Bank of North Georgia	2945 Holly Springs Pkwy	0.65	125,900.00	50,360.00	
93N00 46	Eddie Heifer	2841 Holly Springs Pkwy	0.65	168,900.00	67,560.00	
93N00 47	Eddie Heifer	2883 Holly Springs Pkwy	3.19	95,700.00	38,280.00	
93N00 47A	Eddie Heifer	Holly Springs Pkwy	0.21	95,700.00	38,280.00	
93N00 48	J C Bradley	3430 Holly Springs Pkwy	1	114,200.00	45,680.00	
93N00 49	Wanda & Anthony Distefano	2941 Holly Springs Pkwy	0.75	202,400.00	80,960.00	
93N00 50	Ronald & Ruby Dunn	3329 Holly Springs Pkwy	0.65	120,500.00	48,200.00	
93N00 51	Pauline Blankinship Dunn	3365 Holly Springs Pkwy	2.25	76,400.00	30,560.00	
93N00 52	J C & Martha Mullins	3421 Holly Springs Pkwy	6.56	142,200.00	56,880.00	
93N00 54	Storage Consulting II, LLC	2820 Holly Springs Pkwy	3.75	1,059,900.00	423,960.00	
93N00 55	S & D Industrial Inc.	2800 Holly Springs Pkwy	0.62	404,500.00	161,800.00	

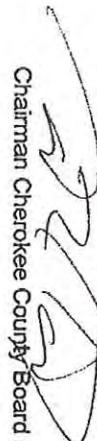
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19/04

93N00 56	S & D Industrial Inc.	2766 Holly Springs Pkwy	0.25	137,800.00	55,120.00	
93N00 57	Wayne & Laurel Lester	3569 Holly Springs Pkwy	0.22	130,500.00	52,200.00	
93N00 58	James Collins	Old Hwy 5	0.19	135,900.00	54,360.00	
93N00 59A	Evertt/Shirley/Poor LLC	Holly St	4	25,000.00	10,000.00	
93N00 61	Holly Springs Baptist Church	122 Boyd St	3.69	866,300.00	346,520.00	X
93N00 61A	Evertt & Shirley Poor	Old Highway 5	0.31	145,700.00	58,280.00	
93N00 62	State of Georgia	Holly St	0.5	189,600.00	75,840.00	X
93N00 63	Ashley Brett Mullins	3028 Holly St	0.75	128,500.00	51,400.00	
93N00 64	Virginia Bragg & Joseph Ragsdale	Holly St	0.35	64,800.00	25,920.00	
93N00 65	Virginia Bragg & Joseph Ragsdale	Boyd St	0	8,400.00	3,360.00	
93N00 66	Grace Schmidt	Boyd St	0.15	59,800.00	23,920.00	
93N00 67	Daniel & Margaret Curtis	254 Boyd St	0.25	65,500.00	26,200.00	
93N02 1	Cherokee County School System	Old Hwy 5	17	2,438,600.00	975,440.00	X
93N02 2	Holly Springs United Methodist Church	3885 Old Hwy 5	0	289,000.00	115,600.00	X
93N02 3	Linda Fields	225 Barrett Rd	0.52	57,200.00	22,880.00	
93N02 3A	Clifford & Jacklyn Ragsdale	285 Barrett Rd	1	135,200.00	54,080.00	
93N02 3B	Ruth Ann Purcell	Barrett Rd	0.25	71,200.00	28,480.00	
93N02 3C	Frank R Cox	265 Barrett Rd	0.45	117,300.00	46,920.00	
93N02 3D	Brain L Gladson	105 Barrett Rd	0.46	43,100.00	17,240.00	
93N02 4	Crawford & Lou Holcombe	Carl Barrett Rd	0.35	172,900.00	69,160.00	
93N02 5	Cyril Vital Jr.	3865 Holly Springs Pkwy	0.88	139,000.00	55,600.00	
93N02 6	Mrs. Roy Camp	3863 Holly Springs Pkwy	0.25	49,700.00	19,880.00	
93N02 7	George Twaddell	Old Hwy 5	1.72	255,700.00	102,280.00	
93N02 8	Gregory & Mary Ann Roberts	2547 Holly Springs Pkwy	2.12	103,500.00	41,400.00	
93N02 9	Covenant Christian Center of Canton, Inc.	2463 Holly Springs Pkwy	3.8	355,900.00	142,360.00	X
93N02 9A	Daniel & Marilyn Linton	2529 Holly Springs Pkwy	0.35	82,300.00	32,920.00	
93N02 10	Eilyn Freeman Turner	Holly Springs Pkwy	0.27	65,600.00	26,240.00	
93N02 11	Larry & David Smith	606 Holly Springs Pkwy	1	86,500.00	34,600.00	
15N14 92	City of Holly Springs	Mountain Oak St	1	24,500.00	9,800.00	X
15N14 93	William & Ruby Poor	Holly Street	2.78	42,500.00	17,000.00	
15N14 94	Eddie Hefner	119 Holly Street	0.89	74,800.00	29,920.00	
15N14 103	Holly Springs Downtown Development	Palm St	8.79	422,100.00	168,840.00	X
15N14 105	Arnold Ira Goldberg	411 Hickory St	8.33	512,100.00	204,840.00	
15N14 116	City of Holly Springs	Rickman Ind Dr	1.01	25,200.00	10,080.00	X
15N14 117	Westles Inc	110 Rickman Ind Dr	1.17	328,700.00	131,480.00	
93N01 35	Gary & Sharon Martin	3005 Holly Springs Pkwy	0.83	369,300.00	147,720.00	
93N01 35A	Gary & Sharon Martin	Holly Springs Pkwy	1.36	40,800.00	16,320.00	
93N01 36	Horace & Martha Richards	3000 Holly Springs Pkwy	0.94	172,800.00	69,120.00	
93N01 37	Horace & Martha Richards	Holly Springs Pkwy	0.44	15,000.00	6,000.00	
93N01 38	The Lachish Corp.	3039 Holly Springs Pkwy	1	120,700.00	48,280.00	
93N01 39	Clarence & Ernie Williams	3073 Holly Springs Pkwy	0	104,200.00	41,680.00	
93N01 40	Blacksand LLC	Holly Springs Pkwy	9	292,500.00	117,000.00	
93N01 40A	City of Holly Springs	Old Hwy 5	3.35	769,100.00	307,640.00	X
93N01 41	The Bedford Falls Group LLC	Holly Springs Pkwy	0.78	40,000.00	16,000.00	
93N01 41A	Property One LLC	3191 Holly Springs Pkwy	0	95,800.00	38,320.00	
93N01 42	T & T Plumbing	3197 Holly Springs Pkwy	0	50,800.00	20,320.00	

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1/19/00

93N01 43	T & T Plumbing	3225 Holly Springs Pkwy	3	216,300.00	86,520.00
15N14B 54D	Elizabeth Moore	3060 Holly Springs Pkwy	1.54	80,000.00	32,000.00
15N14B 54E	Mark Moore	3072 Holly Springs Pkwy	1.56	66,300.00	26,520.00
15N14B 055	Benny & Brenda Clark	3132 Holly Springs Pkwy	1.68	92,500.00	37,000.00
Total			142	17,368,700	6,947,480

It is hereby certified that the above information is true and correct for the 2005 tax year.


Chairman Cherokee County Board of Tax Assessors

Date: 01/09/2005



EXHIBIT "C"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the entity which is engaged in the physical performance of services with _____ (local government) 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 will continue to use the federal work authorization program throughout the contract period and the undersigned will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit with the information required by O.C.G.A. § 13-10-91(b).

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Local Government Entity

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "D"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of local government) working with _____ (name of other local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to _____ (local government) 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 _____ (local government).

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

FIRE & EMERGENCY SERVICES AGREEMENT

**Between
CHEROKEE COUNTY AND
CITY OF HOLLY SPRINGS**

This Agreement is made and entered into this 1st day of January, 2009, by and between the CHEROKEE COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "County", and the CITY OF HOLLY SPRINGS, hereinafter referred to as "City", both existing under the laws of the State of Georgia.

WHEREAS, the County presently furnishes certain fire and emergency services within its boundaries and the City, including fire suppression, rescue, hazardous material response, fire prevention, emergency medical services (life support), as well as administrative services necessary to support said programs; and,

WHEREAS, the City is desirous of contracting for fire and emergency services for the City of Holly Springs; and,

WHEREAS, The Georgia Constitution *Art. IX, § III, Para. I* authorizes local governments to enter into agreements for joint or cooperative action; and,

WHEREAS, the parties desire to provide for a more effective, and economical and efficient means of provide fire and emergency services within the City by maximizing the use of personnel, facilities and equipment;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the parties do hereby agree as follows:

1. TERM:

The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2009 and ending on the 1st day of January, 2014, unless said term shall be extended by mutual agreement or terminated as outlined in Article 15.

2. SERVICE AREA:

The services contracted for herein shall be provided within the corporate Limits of the City of Holly Springs, State of Georgia, as amended through annexation during the term of this agreement. The expectation is that working jointly the parties will improve protection class rating from five (5) to (4) within the contract period.

3. THE CITY SHALL:

- a. Pay to the County compensation equivalent to the current millage rate of 2.742, or the rate charged unincorporated property, based on 100% of the "Net M&O Tax Digest 40% Value" (Gross Digest less Exemptions M&O) for the Holly Springs Tax District, as shown on the County Tax Digest approved by the State of Georgia Department of Revenue (Example attached hereto and marked Exhibit "A"). Payment is due to the County by May 1 each year for services provided. For example: Services provided by the County for calendar year 2009 shall be based on the 2008 tax digest attached hereto and marked Exhibit "A" (340,709,471 x 2.742) due May 1, 2009.

- b. Property values within Tax Allocation Districts for services provided are based on 100% of 2"Net M&O Tax Digest 40% Value" and are not frozen for the purpose of withholding payments from the County to be applied to TAD bond obligations.
- c. The County and City mutually agree to provide written notice at least ninety (90) days in advance of any proposed changes in its ordinances, laws or regulations which would impact the delivery of fire services set forth herein or which would increase or change the level of services required.
- d. Notify the County Fire Chief by e-mail in the event the City shall make any changes in the road or street network within the City, shall temporarily or permanently close any road or street to vehicular traffic or shall become aware of any changes or interruptions in the water service to any area within the City.
- e. The City agrees to work cooperatively with the County to maintain an ISO protection class rating of five (5) and accomplish the goal toward a rating of four (4).
- f. The city and county will mutually decide on the need for capital additions and replacements at stations serving the city, and will negotiate a fair and reasonable sharing of such capital costs.

4. THE COUNTY SHALL:

- a. Respond to all emergency fire, hazardous material, and lifesaving related alarms within the City in a time intended not to exceed eight (8) minutes, and provide fire prevention, pre-fire inspection, hydrant flow, community services and such other usual and customary services as are provided within the County. The County agrees to work cooperatively with the City to maintain an ISO protection class rating of five (5) for the fire department, but will not guarantee a rating of five (5) if actions or inactions by the City (i.e., annexation, code enforcement, water availability) impact the ability to maintain a protection class rating of five (5) or achieve a rating of four (4).
- b. During the term of this contract, staffing at Station 8 will be determined by the Fire Chief, in consultation with the City Manager, based on acceptable industry standards. Staffing levels will be sufficient to provide the services identified in this agreement. The County will assure minimum staffing of an average of three (3) fully qualified and trained firefighters twenty four (24) hours per day seven (7) days a week through December 31, 2010. The County will provide minimum staffing of an average of four (4) fully qualified and trained firefighters twenty four (24) hours per day seven (7) days a week from January 1, 2011 through the term of this agreement.
- c. The County will assure an ambulance (squad) is assigned and deployed from Station 3, 8, 23 or 24 to respond to ALS alarms.
- d. It is specifically understood and agreed that the County will, in responding to specific incidents, rely on support provided by personnel, apparatus and equipment deployed from Stations 3, 8, 23 and 24.
- e. Agrees to discuss with the City, prior to implementation, any operational changes or new programs, which may impact future costs or levels of fire service to the City.

- f. Provide quarterly reporting to the City of equipment deployment, as well as total call volume, type and location in the City, and emergency calls inside the city and the County from Stations 3, 8, 23 and 24.
- g. Officially include the Holly Springs Volunteer Fire Department in the protection plan for the City to include their acknowledgement, and reasonable funding assistance for equipment and pagers contingent upon funding appropriated by the Board of Commissioners. In addition, offer office space and training.

5. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Each of the parties agrees that, insofar as it is authorized to do so, from time to time, under the laws of the State of Georgia, it will protect, save and hold harmless the other party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

6. LIABILITY INSURANCE:

During the term of this Agreement, the County shall provide the City with a certificate of insurance providing property damage, collision and liability insurance coverage for all apparatus and equipment owned by the City, as mutually agreed to by the City Manager and Fire Chief, and operated by the County and/or the Holly Springs Volunteer Fire Department. Said certificate of insurance will indicate the limits of liability indemnification and the coverage period.

7. ENFORCEMENT OF CODES:

- a. The City agrees, during the term of this Agreement or any extensions thereof, to enact and enforce building and fire codes at a level at least equal to the codes and enforcement provided by Cherokee County within the County, or required State of Georgia minimum codes in accordance with Georgia Law.
- b. It is acknowledged by the parties that the County has assumed no duty to provide code enforcement building or fire inspection services that might be required under Georgia Law or any ordinance of the City. It is further acknowledged that the parties recognize the County, by statute, has no authority or duty to enforce any provisions of such code or to enforce any ordinances of the City unless authorized by intergovernmental agreement.
- c. The County will provide a credit, not to exceed \$15,000, to be applied against annual compensation paid by the City for fire and emergency services toward the cities cost for fire plan review and inspections to ensure compliance with Georgia minimum fire codes. The credit will be provided as follows: 2009 (\$11,500); 2010 (\$12,100); 2011 (\$12,700); 2012 (\$13,400); 2013 (\$15,000).

8. DEFAULT:

Failure by either party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other party to declare a default.

Should either party file suit, commence any other legal or equitable proceeding against the other for breach of this Agreement or should arbitration proceedings be commenced, the prevailing

party shall be entitled to recover all of its expenses, including attorney's fees, court costs and arbitration expenses in addition to any damages or other judgment allowed.

9. WAIVER:

Failure by either party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

10. CONTRACT RENEWAL:

No later than six (6) months prior to the expiration of this Agreement, the County will provide the City with a proposal for renewal of this Agreement which includes a five (5) year comprehensive plan for services to be provided to the City as defined in Article 4 (a) above and the cost of providing said services to the City. Negotiations for renewal of this Agreement shall commence not later than six (6) months prior to the expiration of this Agreement.

11. ENTIRE CONTRACT:

This instrument constitutes the entire agreement between the parties and supersedes all prior agreements. The parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modifications of this Agreement shall have no force or effect unless in writing signed by both parties.

12. TERMINATION:

This Agreement may be terminated by either party when that party gives notice to the other party in writing at least twelve (12) months prior to its intended withdrawal from this Agreement.

13. SEVERABILITY:

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

14. BENEFITS:

This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, to any third persons.

15. MUTUAL AID AGREEMENT:

If this agreement is cancelled or not renewed for any reason, the parties agree to work cooperatively and negotiate a mutual aid agreement for fire and emergency services.

16. NOTIFICATION:

Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing by certified mail, return receipt requested, by enclosing said notice in a postage prepaid envelope addressed as follows:

To the County:

County Manager
1130 Bluffs Parkway
Canton, GA 30114

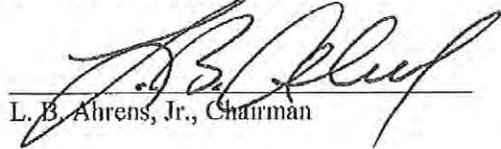
To the City:

City Manager
P.O. Box 990
3235 Holly Springs Parkway
Holly Springs, GA 30142

[SIGNATURES ON FOLLOWING PAGE]

APPROVED by the Cherokee County Board of Commissioners this 20th day of January, 2009.

CHEROKEE COUNTY

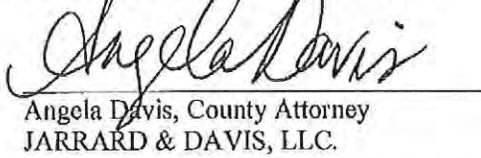

L. B. Ahrens, Jr., Chairman



ATTEST:


Sheila R. Corbin, County Clerk

APPROVED AS TO LEGAL FORM:


Angela Davis, County Attorney
JARRARD & DAVIS, LLC.

APPROVED by the Mayor and Council of the City of Holly Springs this ____ day of January, 2009

CITY OF HOLLY SPRINGS


Tim Downing, Mayor

ATTEST:


Karen Norred, City Clerk

APPROVED AS TO LEGAL FORM:


Bobby Dyer, City Attorney

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GEORGIA DEPARTMENT OF REVENUE Local Government Services Division County Digest Section	2008 TAX DIGEST CONSOLIDATED SUMMARY
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County: CHEROKEE County #: 028 Tax District: HOLLY SPRINGS

Dist #: 15 Assessment %: 040 Tot Parcels: 4273

RESIDENTIAL				UTILITY			
Code	Count	Acres	40% Value	Code	Count	Acres	40% Value
R1	2,808		161,327,240	U1			
R3	3,772	964	62,087,840	U2	8		6,021,200
R4	37	256	289,440	U3			
R5	4	178	1,416,280	U4			
R6				U5			
R7				U7			
R9				U9			
RA				UA			
RB	38		109,464	UB			
RF				UF			
RI				UZ			
RZ							
RESIDENTIAL TRANSITIONAL				EXEMPT PROPERTY			
Code	Count	Acres	40% Value	Code	Count	40% Value	
T1				E0			
T3				E1	26	2,345,660	
T4				E2	7	2,046,240	
HISTORIC				E3	2	100,960	
Code	Count	Acres	40% Value	E4			
H1				E5			
H3				E6	4	2,699,000	
AGRICULTURAL				E7			
Code	Count	Acres	40% Value	E8			
A1	128		4,752,680	E9			
A3	116	114	2,417,120				
A4	41	293	4,047,980				
A5	8	337	3,749,400				
A6	3		73,400				
A7							
A8							
AA							
AB							
AF							
AI							
AZ							
PREFERENTIAL							
Code	Count	Acres	40% Value				
P3							
P4							
P5							
P8							
P7							
P9							
CONSERVATION USE							
Code	Count	Acres	40% Value				
V3							
V4	8	98	1,192,160				
V5	9	312	2,819,320				
V6							
BROWNFIELD PROPERTY							
Code	Count	Acres	40% Value				
B1							

TOTAL 39 7,091,760
 HOMESTEAD AND PROPERTY EXEMPTIONS

Code	Count	M&O	Bond
S1			
SC			
S2			
S3			
S4			
S6	3	150,000	
SD			
SS			
SE			
SG			
S6			
S7			
S8			
S9			
SF	11	3,506,219	
SA			
SB			
SP	84	108,862	
SH			
ST			
SV	17	3,900,840	
SW			
SX			

DO NOT USE CODES L1-L9 ON STATE SHEET



Cherokee County, Georgia
Agenda Request

2.12

SUBJECT: Intergovernmental Agreement to conduct elections in Waleska and Mountain Park MEETING DATE: 8/20/2013

MEETING DATE:

August 20, 2013

SUBMITTED BY:

Janet Munda/Supervisor of Elections

COMMISSION ACTION REQUESTED:

Request review and approval of same and authorization for Chairman to sign.

FACTS AND ISSUES:

OCGA Sec.21-2-4(c) which authorizes municipalities to enter into agreements with counties to conduct elections, contemplates that municipalities will authorize such agreement "by ordinance" (enclosed). Intergovernmental Agreement and fee schedule have been reviewed by Waleska and Mountain Park City Council and Mayor (enclosed).

BUDGET: N/A

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Review and approval of Intergovernmental Agreement and Fee Schedule and authorization for Chairman to sign.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Janet Munda

CITY OF WALESKA

STATE OF GEORGIA
COUNTY OF CHEROKEE

**INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO CONDUCT ELECTIONS FOR THE CITY OF
WALESKA, GEORGIA**

THIS AGREEMENT entered into between the City of Waleska, Georgia, a Municipal Corporation, lying wholly within the County of Cherokee, Georgia, hereinafter referred to as the “City,” and Cherokee County, a political subdivision of the State of Georgia, (including the Cherokee County Board of Elections and Registration) hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the Georgia General Assembly created a Cherokee County Board of Elections and Registration having jurisdiction over the conduct of primaries and elections (Ga. Laws 1991, p. 3830, *et seq.*, as amended), and provided that the Board of Elections and Registration shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the O.C.G.A.; and

WHEREAS, the city, in the performance of its governmental functions, desires to contract with the County to conduct all elections for the citizens of the City (including referenda, bond issues, special elections, second elections pursuant to O.C.G.A. § 21-2-520, *et seq.*, and run-off elections, hereinafter referred to as the “City Elections”) as hereinafter described; and

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45 of the O.C.G.A., a City may by Ordinance authorize the County to conduct City Elections, and the City has heretofore adopted such an Ordinance; and

WHEREAS, the City and the County are also authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement for the conduct of City Elections; and

WHEREAS, O.C.G.A. § 36-70-20, *et seq.*, provides that local governments should develop a service delivery system that is efficient and responsive to citizens; and

WHEREAS, the County is willing to conduct City Elections under the terms and conditions contained herein to accomplish efficiency to the benefit of residents of the City and the County

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(1)

Conduct of City Elections

This Agreement shall govern the conduct of all the City Elections by the County. Polling places for City Elections shall be at locations mutually acceptable to the City and County. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements. In the event that any unscheduled City Election becomes necessary, the City and the County shall confer and reach a mutually convenient date to conduct any such election.

(2)

Time of Commencement and Completion of Services

The services to be performed pursuant to this Agreement shall commence upon signing of this Agreement and expire on December 31, 2015. This Agreement shall automatically be renewed for two (2) additional one-year terms (the "Renewal Term"), unless either party provides to the other party at least one hundred twenty (120) days written notice of termination prior to December 31, 2015. The rates set forth on Exhibit "A" shall be re-negotiated between the parties for any Renewal Term to account for increased or decreased costs to the County for provision of these services.

This Agreement may be terminated by either party by providing to the other party at least one hundred twenty (120) days prior written notice of termination at any time during the initial term or the Renewal Term.

In the event that the City: 1) fails to make payment to the County as required by this Agreement; 2) receives written notice from the County of such nonpayment; and 3) fails within thirty (30) days of such notice from the County to make proper payment to the County, then the County may terminate this Agreement, effective immediately, by providing written notice of termination to the City.

In the event of termination of this Agreement, all compensation theretofore due to the County for services rendered prior to such date of termination shall be tendered by the City to the County on or before said date of termination, subject only to the satisfactory performance of the County's obligations, if any remain, under the terms and conditions of this Agreement.

(3)

Duties and Responsibilities

The Supervisor of Elections and Registration of the Cherokee County Board of Elections and Registration, or his/her designee(s), shall perform any and all functions for the City in connection with the conduct of City Elections, with the exception of the following tasks to be performed by the City:

- a. Adoption of Election Resolutions and Calls, including placement of and payment for required advertisements, for City Elections (“the Calls”) as required by Title 21 of the Official Code of Georgia;
- b. Pursuant to O.C.G.A. § 21-2-130, *et seq.*, setting of qualifying fees, placement of and payment for advertisements in the City’s legal organ for qualifying of candidates and amounts of qualifying fees, (hereinafter “Qualifying”)
- c. Preparing Qualifying materials for potential candidates and performing Qualifying of candidates, including any write-in candidates, for City Elections pursuant to O.C.G.A. § 21-2-130, *et seq.* All Qualifying fees shall be deposited into the City’s general fund to help cover election costs;
- d. Submitting Resolutions and other appropriate election information as required to the Cherokee County Board of Elections and Registration and the Georgia Secretary of State, except for certification of returns pursuant to O.C.G.A. § 21-2-493
- e. Preparing and submitting timely requests for Preclearance, as may be necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act, including but not limited to submission of a request to allow for the County to conduct City Elections pursuant to this Agreement and for change of voting precinct or procedures;
- f. Performing qualifying officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- g. Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- h. Paying for change of precinct voter registration cards and any notifications of changes in polling places for City residents.
- i. Ensuring that the City Clerk or her designee is available and readily accessible to the County: 1) during absentee voting periods under O.C.G.A. § 21-2-380; 2) all day on the day preceding day of, and day after any City Election; and 3) as may subsequently be necessary and requested by the County after any City Elections;

- j. Providing to the County a detailed map showing the City's Municipal Boundaries, Municipal Precinct Boundaries, and Voting District Boundaries in compliance with O.C.G.A. § 21-2-226 (c);
- k. Being responsible for all aspects of bond issues, except for City Elections duties specifically assigned to the County herein;
- l. Being responsible for all other required advertisements, except as specifically stated otherwise herein; and
- m. Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

The County Supervisor of Elections and Registration shall:

- a. Place the City's candidate(s), and/or referendum question(s) on the ballot for City Elections within a reasonable time after written notice from the City is received by the County (which notice shall include all necessary details and information), and the County shall have ballots printed or loaded into voting equipment as appropriate;
- b. Hire, train, supervise and pay poll officers and absentee ballot clerks;
- c. Prepare and submit to the City Clerk a draft voter registration list for review, editing and approval;
- d. Perform duties of election superintendent and absentee ballot clerk for City Elections;
- e. Place advertisements in the City's legal organ regarding logic and accuracy testing as required by Sections 183-1-12 - .02 and .07 of the Georgia Administrative Code (to be paid by the City in the event of no County/State/Federal election.);
- f. Provide staff, equipment and supplies for conducting City Elections at City polling places on City Election days and to conduct recounts as may be required;
- g. Certify City Election returns pursuant to O.C.G.A. § 21-2-493, submit certified City Election returns to the Georgia Secretary of State or City Clerk, or as otherwise required by law;
- h. Upon receipt of a notice from the City of a change in City precincts or voting districts, notify City residents of any change in voting districts and/or municipal precincts (costs involved for sending new voter registration cards will be borne by the City); and
- i. Answer, as appropriate, open records requests or complaints forwarded by the City to the County regarding the County's conduct of City Elections (not including Qualifying, Calls, and filing Georgia Government Transparency and Campaign Finance Commission.)

In the event that a City Election is contested, the City shall defend and/or bear all costs incurred in responding to the election challenge, including, but not limited to, attorneys' fees and expenses associated with the election challenge and any appeals thereafter and as further defined in Section 5 of this Agreement. It is not the intent of the parties that the city should reimburse costs unreasonably incurred by the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

(4)

Costs Associated with Elections

It is understood between the parties that should a City Election be held in conjunction with a County, State, and/or Federal Election, the City shall be responsible for fifty percent (50%) of the costs associated with said City Election. Costs shall be as defined in the fee schedule attached hereto and incorporated as part of this Agreement as Exhibit "A"; and

It is further understood between the parties that a "stand alone" City Election conducted by the County on behalf of the City will mean the City will bear the full cost associated with said election in accordance with Exhibit "A"; and

The costs of any City Election shall be billed to the City within ninety (90) days after the date of the City Election. A detailed statement showing all costs and expenses incurred by the County, with the City's portion (if not a "stand alone" election) of said costs reflected, shall be submitted to the Office of the City Clerk, P.O. Box 285, Ball Ground, GA 30107. The City shall pay all invoices within thirty (30) days of receipt. Payments shall be payable to Cherokee County, Georgia and remitted to the County Supervisor of Elections and Registration at 400 East Main Street, Canton, GA 30114.

(5)

Legal Responsibilities

To the extent permitted under Georgia Law, the City shall indemnify and hold the County harmless from any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims regarding the willful acts of agents or employees of the County in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including but not limited to court costs and attorney fees, incurred by the County as a result of any such claim or litigation. The city shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. All legal services and defenses of litigation required by any Board or person arising from the aforementioned election under this Agreement shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Supervisor shall have authority to engage the Cherokee County Attorney at the expense of the City; provided however, that all requests for legal assistance by the Cherokee County Board of Elections and Registration from the City Attorney to provide such services shall be communicated in writing to the City Manager before the City will be obligated to pay for legal services under this paragraph; provided further that the failure of the City Attorney to respond to a request made hereunder, within a responsible time shall be deemed to be refusal to furnish such service. County shall notify the City Manager in

writing of the determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

(6)

Miscellaneous

- Section 601.** **Assignment.** Neither party shall, without written consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder.
- Section 602.** **Amendment.** The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- Section 603.** **Construction of Agreement.** This Agreement shall be construed under the laws of the State of Georgia.
- Section 604.** **Severability.** If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.
- Section 605.** **Notice.** Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier, addressed as follows:

City of Waleska, Georgia:

Attn: Mayor
8891 Fincher Road
Waleska, GA 30183

Cherokee County, Georgia:

Cherokee County Supervisor of Elections and Registration
400 East Main Street
Canton, Georgia 30114

EXHIBIT A FEE SCHEDULE

NOTE: Overtime shall be charged as to all County employees entitled to overtime from the County.

ELECTION DAY POLLING PLACES

- **Poll Workers** - flat rate per Election Day as follows:
 - Manager - **\$190** (1 required for each polling place)
 - Assistant Managers - **\$170** (2 required for each polling place)
 - Clerks - **\$140**
 - (If a clerk works ½ day at the polls, the pay is 50% of the flat rate fee).

- **Poll Workers (including early voting locations)** - **\$500 per election for the following:**
 - Poll worker recruitment (including student poll workers)
 - Assignment of poll workers
 - Development of poll worker training
 - Poll worker training
 - Poll worker payroll processing

- **Advance Voting Poll Workers**
 - Manager - **\$12 per hour** (1 required for each polling place)
 - Assistant Manager - **\$11 per hour** (2 required for each polling place)
 - Clerks - **\$10 per hour**

- **Payment for personal use of cell phones**

- **Facility Rental**
 - 15 Churches @ **\$100 per election**
(includes processing payment for use of polling site).

- **Assigning Polling Equipment** - **\$15 per hour**

- **Coordinating, scheduling, delivery, set-up and pick-up of voting equipment.**
 - **\$15 per hour**
 - **Cost of truck rental**

- **Database and Logic & Accuracy Testing (For TS Units, Express Polls)** - **\$15 per hour**

- **Polling Places** - **\$15 per hour for the following:**
 - Securing Polling Places
 - Contact Preparations
 - Arranging for building access

ABSENTEE BALLOTS AND CLERKS

- **Outreach Activities**
 - Website updates - **\$15 per hour** (not to exceed 4 hours)
 - Newspaper ads @ **cost**
- **Mailing out Absentee Ballot Applications and Ballots (upon request)**
 - Applications- labor - **.55 cents per request**
 - Data entry of all required information and processing mail out ballot, Processing received vote by mail ballot - **\$5.00 each**
- **Database and Logic & Accuracy Testing (For TS Units, OS Units, Express Polls and Laptops for Absentee Voting) \$15 per hour**
- **Optical Scan Ballots (Mail Out Absentee and Provisional Ballots)**
 - Printing of optical scan ballots - **charged at vendor's cost**
 - Ordering and proofing - **\$12 per hour**
 - Opening ballots - **\$10 per hour**

PROGRAMMING AND TABULATING OPTICAL SCAN BALLOTS

- **Programming Optical Scan Equipment** - \$15 per hour
- **Tabulating Optical Scan Ballots** - \$22.50 per hour
- **Election Night Tabulation for TS Units** - \$22.50 per hour
- **Certification** - Certifying results to the Secretary of State - **\$15 per hour**

OTHER COSTS

- **Ads** - The County will seek reimbursement from the City for the County's **costs for advertisements.**
- **Indirect/overhead costs (in addition to the indirect and overhead costs of labor)**
 - Mileage
 - Gas
 - Office supplies
 - Postage (to include certified express mail, shipping)
 - Copies (25 cents per copy)
 - Miscellaneous Labor (that is not listed)

If not a regular scheduled election, some cost to be pro-rated between the School Board and Cities.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 3rd day of June, 2013.

City of Waleska, Georgia

Cherokee County, Georgia

Doris Jones

By: Doris Jones, Mayor

By: L.B. Ahrens, Chairman

Attest: Amee Abernathy

Attest: _____

City Clerk (Seal)

County Clerk (Seal)

City of Waleska
State of Georgia
Ordinance 07082013

Whereas, The City of Waleska will hold a General Election on Tuesday, November 5, 2013;
and

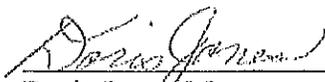
Whereas, The City may have need to hold additional city elections, including special elections, runoff elections, and referenda (in addition to the General Elections, collectively "City Elections") in the future; and

Whereas, the City Council hereby is in agreement that it would be in the best interest of its citizens, pursuant to O.C.G.A. §21-2-45(c), to pay Cherokee County to utilize the Cherokee County Board of Elections and Registration staff, equipment and expertise in conducting our City Elections for 2013 and in the future; and

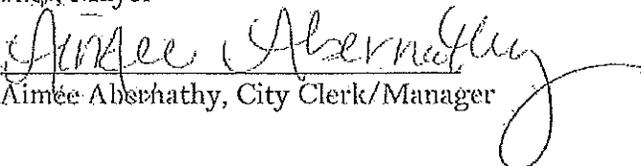
Whereas, City Election Qualifying, Calls of City Elections and City Elections and City Elections State Ethics Reports will be the responsibility of the City Clerk, and all other functions of the conduct of City Elections will be the responsibility of the Cherokee County Supervisor of Elections and Registration as all shall set forth in more detail in an intergovernmental agreement between the City and the County.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND THE COUNCIL that the Mayor is hereby directed pursuant to O.C.G.A. §21-2-45 (c), to execute on behalf of the City an agreement with Cherokee County, Georgia outlining specific duties, costs and other details of Cherokee County conducting our City Elections as described above, such agreement to be prepared in conjunction with our City Attorney, the City Clerk, the Cherokee County Supervisors of Elections and Registration, and the Cherokee County Attorney.

As adopted this 22nd Day of July 2013.



Doris Jones, Mayor

Attest: 
Aimée Abernathy, City Clerk/Manager

CITY OF MOUNTAIN PARK

STATE OF GEORGIA
COUNTY OF CHEROKEE

**INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO CONDUCT ELECTIONS FOR THE CITY OF
MOUNTAIN PARK**

THIS AGREEMENT entered into between the City of Mountain Park, Georgia, a Municipal Corporation, lying partially within the County of Cherokee, Georgia, hereinafter referred to as the "City," and Cherokee County, a political subdivision of the State of Georgia, (including the Cherokee County Board of Elections and Registration) hereinafter referred to as the "County."

WITNESSETH

WHEREAS, the Georgia General Assembly created a Cherokee County Board of Elections and Registration having jurisdiction over the conduct of primaries and elections (Ga. Laws 1991, p. 3830, *et seq.*, as amended), and provided that the Board of Elections and Registration shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the O.C.G.A.; and

WHEREAS, the City, in the performance of its governmental functions, desires to contract with the County to conduct all elections for the citizens of the City (including referenda, bond issues, special elections, second elections pursuant to O.C.G.A. § 21-2-520, *et seq.*, and run-off elections, hereinafter referred to as the "City Elections") as hereinafter described; and

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45 of the O.C.G.A., a City may by Ordinance authorize the County to conduct City Elections, and the City has heretofore adopted such an Ordinance; and

WHEREAS, the City and the County are also authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement for the conduct of City Elections; and

WHEREAS, O.C.G.A. § 36-70-20, *et seq.*, provides that local governments should develop a service delivery system that is efficient and responsive to citizens; and

WHEREAS, the County is willing to conduct City Elections under the terms and conditions contained herein to accomplish efficiency to the benefit of residents of the City and the County

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(1)

Conduct of City Elections

This Agreement shall govern the conduct of all the City Elections by the County. Polling places for City Elections shall be at locations mutually acceptable to the City and County. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements. In the event that any unscheduled City Election becomes necessary, the City and the County shall confer and reach a mutually convenient date to conduct any such election.

(2)

Time of Commencement and Completion of Services

The services to be performed pursuant to this Agreement shall commence upon signing of this Agreement and expire on 12/31/15. This Agreement shall automatically be renewed for two (2) additional one-year terms (the "Renewal Term"), unless either party provides to the other party at least ninety (90) days written notice of termination prior to 12/31/15 or December 31 of any Renewal Term thereafter. The rates set forth on Exhibit "A" shall be re-negotiated between the parties for any Renewal Term to account for increased costs to the County for provision of these services.

This Agreement may be terminated by either party by providing to the other party at least ninety (90) days prior written notice of termination at any time during the initial term or the Renewal Term.

In the event that the City: 1) fails to make payment to the County as required by this Agreement; 2) receives written notice from the County of such nonpayment; and 3) fails within thirty (30) days of such notice from the County to make proper payment to the County, then the County may terminate this Agreement, effective immediately, by providing written notice of termination to the City.

In the event of termination of this Agreement, all compensation theretofore due to the County for services rendered prior to such date of termination shall be tendered by the City to the County on or before said date of termination, subject only to the satisfactory performance of the County's obligations, if any remain, under the terms and conditions of this Agreement.

(3)

Duties and Responsibilities

The Supervisor of Elections and Registration of the Cherokee County Board of Elections and Registration, or his/her designee(s), shall perform any and all functions for the City in connection with the conduct of City Elections, with the exception of the following tasks to be performed by the City:

- a. Adoption of Election Resolutions and Calls, including placement of and payment for required advertisements, for City Elections (“the Calls”) as required by Title 21 of the Official Code of Georgia:
- b. Pursuant to O.C.G.A. § 21-2-130, *et seq.*, setting of qualifying fees, placement of and payment for advertisements in the City’s legal organ for qualifying of candidates and amounts of qualifying fees, (hereinafter “Qualifying”);
- c. Preparing Qualifying materials for potential candidates and performing Qualifying of candidates, including any write-in candidates, for City Elections pursuant to O.C.G.A. § 21-2-130, *et seq.* All Qualifying fees shall be deposited into the City’s general fund to help cover election costs;
- d. Submitting Resolutions and other appropriate election information as required to the Cherokee County Board of Elections and Registration and the Georgia Secretary of State, except for certification of returns pursuant to O.C.G.A. § 21-2-493
- e. Preparing and submitting timely requests for Preclearance, as may be necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act, including but not limited to submission of a request to allow for the County to conduct City Elections pursuant to this Agreement and for change of voting precinct or procedures:
- f. Performing qualifying officer duties as required by the Georgia Government Transparency & Campaign Finance Commission for any and all state reports filed by candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- g. Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- h. Paying for change of precinct voter registration cards and any notifications of changes in polling places for City residents;
- i. Ensuring that the City Clerk is available and readily accessible to the County: 1) during absentee voting periods under O.C.G.A. § 21-2-380; 2) all day on the day preceding day of, and day after any City Election; and 3) as may subsequently be necessary and requested by the County after any City Elections;
- j. Providing to the County a detailed map showing the City’s Municipal Boundaries, Municipal Precinct Boundaries, and Voting District Boundaries in compliance with O.C.G.A. § 21-2-226 (c);

- k. Being responsible for all aspects of bond issues, except for City Elections duties specifically assigned to the County herein;
- l. Being responsible for all other required advertisements, except as specifically stated otherwise herein; and
- m. Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

The County Supervisor of Elections and Registration shall:

- a. Place the City's candidate(s), and/or referendum question(s) on the ballot for City Elections within a reasonable time after written notice from the City is received by the County (which notice shall include all necessary details and information), and the County shall have ballots printed or loaded into voting equipment as appropriate;
- b. Hire, train, supervise and pay poll officers and absentee ballot clerks;
- c. Prepare and submit to the City Clerk a draft voter registration list for review, editing and approval;
- d. Perform duties of election superintendent and absentee ballot clerk for City Elections;
- e. Place advertisements in the City's legal organ regarding logic and accuracy testing as required by Sections 183-1-12 - .02 and .07 of the Georgia Administrative Code (to be paid by the City in the event of no County/State/Federal election.);
- f. Provide staff, equipment and supplies for conducting City Elections at City polling places on City Election days and to conduct recounts as may be required;
- g. Certify City Election returns pursuant to O.C.G.A. § 21-2-493; submit certified City Election returns to the Georgia Secretary of State or City Clerk, or as otherwise required by law;
- h. Upon receipt of a notice from the City of a change in City precincts or voting districts, notify City residents of any change in voting districts and/or municipal precincts (costs involved for sending new voter registration cards will be borne by the City); and
- i. Answer, as appropriate, open records requests or complaints forwarded by the City to the County regarding the County's conduct of City Elections (not including Qualifying, Calls, and filing of State Ethics Commission Reports.)

In the event that a City Election is contested, the City shall bear all costs incurred in responding to the election challenge, including, but not limited to, attorneys' fees and expenses associated with the election challenge and any appeals thereafter and as further defined in Section 5 of this Agreement. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

(4)

Costs Associated with Elections

It is understood between the parties that should a City Election be held in conjunction with a County, State, and/or Federal Election, the City shall be responsible for fifty percent (50%) of the costs associated with said City Election. Costs shall be as defined in the fee schedule attached hereto and incorporated as part of this Agreement as Exhibit "A"; and

It is further understood between the parties that a "stand alone" City Election conducted by the County on behalf of the City will mean the City will bear the full cost associated with said election in accordance with Exhibit "A"; and

The costs of any City Election shall be billed to the City within ninety (90) days after the date of the City Election. A detailed statement showing all costs and expenses incurred by the County, with the City's portion (if not a "stand alone" election) of said costs reflected, shall be submitted to the Office of the City Clerk, c/o Mountain Park City Hall, 118 Lakeshore Drive, Roswell, GA 300075-1120. The City shall pay all invoices within thirty (30) days of receipt. Payments shall be payable to Cherokee County, Georgia and remitted to the County Supervisor of Elections and Registration at 400 East Main Street, Canton, GA 30114.

(5)

Legal Responsibilities

To the extent permitted under Georgia Law, the City shall indemnify and hold the County harmless from any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims regarding the willful acts of agents or employees of the County in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including but not limited to court costs and attorney fees, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. All legal services and defenses of litigation required by any Board or person arising from the aforementioned election under this Agreement shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Supervisor shall have authority to engage the Cherokee County Attorney at the expense of the City; provided however, that all requests for legal assistance by the Cherokee County Board of Elections and Registration from the City Attorney to provide such services shall be communicated in writing to the City Manager, before the City will be obligated to pay for legal services under this paragraph; provided further that the failure of the City Attorney to respond to a request made hereunder, within a responsible time shall be deemed to be a refusal to furnish such service. County shall notify the City Manager in writing of the determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

(6)

Miscellaneous

- Section 601. Assignment. Neither party shall, without written consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder.
- Section 602. Amendment. The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- Section 603. Construction of Agreement. This Agreement shall be construed under the laws of the State of Georgia.
- Section 604. Severability. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.
- Section 605. Notice. Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier, addressed as follows:

City of Mountain Park, Georgia:

Attn: Mayor
118 Lakeshore Drive
Roswell, Georgia 30075-1120

Cherokee County, Georgia:

Cherokee County Supervisor of Elections and Registration
400 East Main Street
Canton, Georgia 30114

Or to such other address as either party may designate for itself by written notice to the other party from time to time.

Section 606. **No Third Party Rights.** This Agreement shall be exclusively for the benefit of the City and the County and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

Section 607. **Uncontrollable Circumstance.** The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations to include, but not be limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties.

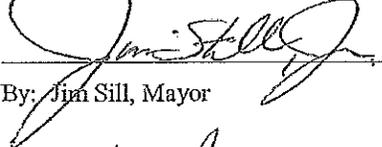
A party relying on the occurrence of an Uncontrollable Circumstance as an excuse for non-performance shall, as soon as is reasonably possible upon becoming aware of such an event and its consequences, notify the other party of the occurrence of such event and its consequences and shall take all reasonable efforts to eliminate the cause of such non-performance and to resume full performance in accordance with this Agreement.

Section 608. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.

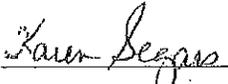
Section 609. **Authority to Enter Agreement.** Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, the County and City both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this _____ day
of _____, 20_____.

City of Mountain Park, Georgia



By: Jim Sill, Mayor

Attest: 

City Clerk (Seal)

Cherokee County, Georgia

By: L.B. Ahrens, Chairman

Attest: _____
County Clerk (Seal)

EXHIBIT A FEE SCHEDULE

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If not a regular scheduled election, some cost to be pro-rated between the School Board and Cities.

First Reader 5/21/2012
Second Reader 6/26/2012

ORDINANCE NO. 313-12

AN ORDINANCE TO AMEND CHAPTER 2 OF THE CITY OF MOUNTAIN PARK, GEORGIA CODE OF ORDINANCES, TO PROVIDE FOR THE CITY TO CONTRACT FOR THE CONDUCT OF ELECTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Georgia law allows the City to contract with any County in which the City wholly or partially lies to conduct elections; and

WHEREAS, the City Code is in conflict with that Georgia law in that it states that the City shall contract with the Fulton County Board of Elections to conduct elections;

THEREFORE, the City Council for the City of Mountain Park hereby amends Chapter 2 of the Mountain Park, Georgia Code of Ordinances, as follows:

SECTION I.

Sections 2-2 of Chapter 2, Article I of the Mountain Park City Code, entitled Contracting for Elections, is hereby repealed and replaced with the following language:

Sec. 2-2. Contracting for elections.

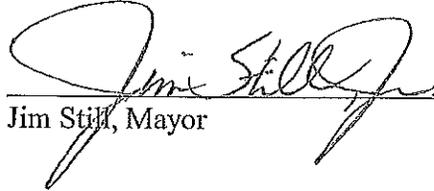
The City of Mountain Park may contract with any entity, governmental agency, authority or jurisdiction authorized by law to conduct elections within the City of Mountain Park.

SECTION II.

- a. The public welfare demanding, this Ordinance shall become effective immediately following its approval by the City Council of the City of Mountain Park.
- b. Any provision of this ordinance that shall be found to be unlawful by a court of competent jurisdiction shall be severed, and the remaining provisions shall remain in full force and effect.

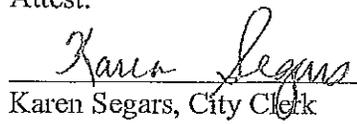
c. Any provision of the City Code in irreconcilable conflict with these amendments is hereby repealed.

APPROVED AND ADOPTED THIS 26th DAY OF June, 2012.



Jim Still, Mayor

Attest:



Karen Segars, City Clerk

City Seal

Cherokee County, Georgia Agenda Request

SUBJECT: Grant Fiscal Management Policy Revised

MEETING DATE: August 20, 2013

SUBMITTED BY: Marianne Pieper, CDBG Coordinator

COMMISSION ACTION REQUESTED:

Approve Revised Grant Fiscal Management Policy

FACTS AND ISSUES:

In August 2011 the Criminal Justice Coordinating Council (CJCC) held a site visit to perform routine financial and programmatic monitoring of the County's Byrne-JAG grants. The CJCC found that the County had no written accounting policies for the fiscal management of grant funds. On March 20, 2012, the BOC approved the Grant Fiscal Management Policy.

Finding Number 2012-4 in the 2012 Single Audit, Mauldin and Jenkins noted that the County did not have proper procedures in place to allocate personnel costs based on periodic certifications as required by OMB A-87 Attachment B, section 8.

This revision formalizes the procedures to ensure that the County is in compliance with OMB A-87 Attachment B.



BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget

Budget Adjustment Necessary: Yes No

Note: If yes, please attach budget amendment form

Contract Approval Required: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve

REVIEWED BY:

DEPARTMENT HEAD:

Marianne Pieper

AGENCY DIRECTOR:

Janelle Burk

COUNTY MANAGER

ATTACHMENT A

CHEROKEE COUNTY FINANCE DEPARTMENT GRANT FISCAL MANAGEMENT POLICY

PURPOSE OF POLICY

To establish internal controls and guidelines for the financial administration and management of all grants awarded to Cherokee County, and to assist in providing accurate and complete disclosure of the program and financial results of each grant within the budgetary accounting and reporting framework of the Finance Department.

SCOPE

Grants are defined as contracts or agreements whereby the County receives funding from an agency to subsidize a public project, program, or asset, and for which, the County has fiduciary or oversight responsibility. This is a County-wide policy affecting all persons and departments that research, apply for, and/or manage grants which fall under the fiduciary or oversight responsibility of the Cherokee County Board of Commissioners. The Chief Financial Officer (CFO), or designee, is responsible for updating this policy as required. All agency directors, managers, and supervisors have the primary responsibilities for: 1) coordinating with the Finance Department prior to securing grant funding, 2) receiving final Board of Commissioner approval before securing grant funding, and 3) the implementation of the Grant Fiscal Management Policy and Procedures in their department and/or agency. All employees have responsibility for complying with the provisions of this policy.

POLICY

Cherokee County actively seeks grant funds to assist and support a variety of County programs and projects that enhance the long-term goals and objectives of the County. Each grant program requires a different set of actions, responsibilities and compliance issues that must be followed in administering the grant. To ensure the County is able to meet responsibilities of each grant:

1. The requesting party must submit grant requirements to the Finance Department with their plans for implementation and compliance before application.
2. The Finance Department will review the requestor's plans and submit to the County Manager for review.
3. Upon County Manager approval, the requestor will submit an agenda request for the next Board of Commissioners meeting for Board consideration.
4. The requestor will not submit the grant application to the granting agency until Board approval is obtained.
5. For financial reporting purposes, the revenue recognition policy for grants will extend six months after the fiscal year. This will ensure proper matching of expenditures to grant revenue reimbursements.

In addition, if federal grants are accepted, the County must comply with federal requirements under OMB Circular A-87, Cost Principles for State, Local and Indian Tribe Governments. This circular requires an employee who works solely on a single cost objective (i.e. a single Federal program whose administrative funds have not been consolidated) must furnish a semi-annual certification that he/she has been engaged solely in activities supported by the applicable source in accordance with OMB Circular A-87, Attachment B. An employee who works in part on a single cost objective (i.e., single Federal program whose administrative funds have not been consolidated) and in part on consolidated Federal administrative activities or activities funded from other revenue sources, must maintain time and effort distribution records in accordance with OMB Circular A-87, Attachment B.

Procedures defining the specific steps/responsibilities of each involved party will be issued to support this policy. The procedures will ensure that all grants awarded to the County are effectively and efficiently appropriated and monitored. The procedures will cover standard procedures; however, some provisions will not apply to certain grant agreements and/or Departments; such cases will be treated as exceptions.

CHEROKEE COUNTY FINANCE DEPARTMENT

GRANT FISCAL MANAGEMENT POLICY

FUNDING CONSIDERATIONS

Grants that require a local match will be carefully considered to ensure the benefit of the grant outweighs the additional cost, and the county budget can accommodate the cost. Grants that are funded on a cost reimbursement basis will be reviewed to ensure cash flow needs can be met. Grant applications to fund new service programs or construct new capital assets will be reviewed to determine if future county funding will be required (and available) to support and/or maintain the program/asset. Grants that fund personnel costs must cover all personnel costs including payroll taxes and benefits and are to be applied for with the understanding that the grant funded position(s) will be eliminated when the grant funding is terminated, unless expressly approved as a permanent position(s) by the BOC.

EFFECTIVE DATE

This policy is already representative of current operations; this policy is simply official documentation.

RESPONSIBILITIES

Department/Agency Level:

- Researching grant funding sources;
- Determining the appropriateness of the grant as it pertains to County goals and fiscal responsibility;
- Preparing grant applications and applying for grant funding sources;
- Coordinating with the Finance Department to ensure appropriate in-kind funds and/or services are available;
- Presenting grant to County Manager and Board of Commissioners (BOC) for review and acceptance via the Agenda process;
- Designating a Project Manager (PM) responsible for the grant;
- Not incurring any grant project costs until the Budget Amendment Form is presented to and approved by the BOC and the Finance Department has provided the expenditure and revenue grant account codes;
- Maintaining all original grant related documents for the required period of time outlined in the grant agreement including after audit period;
- Providing the Finance Department with a copy of all grant related documents (i.e. contracts, amendments, time extensions, budget modifications, special conditions, etc.);
- Ensuring that the designated PM consults with the Finance Department to communicate all grant related events (i.e. notices received from the granting agencies, extensions, amendments, budget revisions, etc.);
- Managing project, programmatic and day-to-day functions of the grant;
- Following the BOC Procurement Ordinance in securing all goods and/or services;
- Coordinating with the Finance Department's Accounting and Reporting Manager for any fixed asset and/or capital purchases secured with grant funds;
- Thoroughly understanding and following all applicable Federal and State requirements and all Special Conditions of the grant,
 - Including OMB Circular A-87 which requires specific time reporting/time certification as described Under POLICY paragraph 2.
- Submitting timely reimbursement requests and all required backup documentation;
- Preparing and submitting all required progress reports within the required deadlines set forth in the grant agreement;
- Submitting all reimbursement checks to the Finance Department for proper receipting;
- Applying for any needed time extensions and/or budget modifications;
- Monitoring Sub-Recipient(s) and addressing any non-compliance issues;
- Preparing and submitting all required close out documents within the required deadlines set forth in the grant agreement;

CHEROKEE COUNTY FINANCE DEPARTMENT GRANT FISCAL MANAGEMENT POLICY

- Ensuring a copy of the County's Comprehensive Annual Financial Report (CAFR) is submitted to the appropriate granting agency department/personnel for each fiscal year the grant agreement is in effect;
- Coordinating any monitoring, audit or site visits by the granting agency with the Finance Department;
- Addressing and correcting any audit findings at the Departmental level.

All grant contracts/agreements must be officially accepted by the BOC and executed by the Chairman, or designee. If timing does not allow for BOC action before execution of contract/agreement, such case will be treated as an exception and must be discussed, prior to acceptance and execution of any documents, with both the CFO and County Manager.

The Director is accountable for all grants within their Department/Agency. In cases where more than one Department is responsible for a grant, a lead Department and Project Manager (PM) will be designated for accountability. The designated Department PM is responsible for the accountability of grant funds awarded and for the authorization of all grant related expenses. All grant expended funds must be in accordance with the grant agreement. The PM is also responsible for routinely reviewing all expenses and notifying the Finance Department, in writing, of any journal entries needed.

Each Department managing grant funds disbursed to sub-recipients is responsible for coordinating the Federal and/or State award information, monitoring sub-recipient grant related activities, ensuring that required audits are performed, and evaluating the impact of sub-recipient activities on the County's ability to comply with applicable Federal and/or State regulations. The PM is responsible for making the sub-recipient aware of the award information and requirements imposed by laws, regulations, and the provisions of contract or grant agreements pertaining to the program including any required annual audit reports. The PM is also responsible for monitoring the sub-recipient's use of Federal or State funds and addressing all non-compliance issues.

Finance Department Level:

The Senior Procurement/Finance Specialist is the Finance Department grant liaison and reports dotted line to the Planning and Analysis Director in the Finance Department. The Senior Procurement/Finance Specialist is responsible for:

- Developing, implementing, distributing and revising the Grant Fiscal Management Policy and Procedures;
- Serving as Fiscal Agent to granting agencies for all County grants;
- Providing grant accounting and budgeting services to the Departments;
- Providing any needed and/or requested grant financial management training to the Departments;
- Assisting the Departments with the interpretation and application of the County Procurement Ordinance;
- Tracking grant financial activity in the County's accounting system;
 - Including requirements of OMB Circular A-87 - specifically, the Finance Department will coordinate the collection of semiannual certifications as well as complete quarterly personnel cost adjustments based on time recording sheets.
- Routinely checking grant funds to ensure reimbursement receipts are being received and up to date;
- Maintaining the Finance Department's grant files;
- Coding of all grant reimbursements and/or revenue;
- Grant revenue will be recognized in the year in which the expenditure occurred for a period of six (6) months after the fiscal year end (this is an exception to the county's typical 60-day recognition period but has been reviewed and recommended by our external auditors);
- Setting up appropriate grant expenditure and revenue account and project codes according to established Finance Department procedures;
- Reviewing and/or approving Departmentally generated grant reports, reimbursement requests, invoices and close out documents as requested by Departments and/or required by grant agreement;

CHEROKEE COUNTY FINANCE DEPARTMENT GRANT FISCAL MANAGEMENT POLICY

- Drafting Budget Amendment Form with revenue and expenditure account codes for Departmental and County Manager and/or BOC approval;
- Assisting in all monitoring, audit or site visits by the granting agency;
- Facilitating the annual audit by the County's external auditor as pertaining to the Multi-Grant Fund;
- Distributing the CAFR to all affected Departments for their submittal to the granting agency;
- Coordinating and addressing all County audit findings related to grant program(s) with the affected Department

County Manager Level:

- Reviewing and approving all grant agreements;
- Reviewing and approving all Budget Amendments for grant related expenditures and revenues.

Board of Commissioner Level:

- Reviewing and approving all grant agreements;
- Reviewing and approving all Budget Amendments for grant related expenditures and revenues in accordance with County Financial Policy and Procedures.

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