

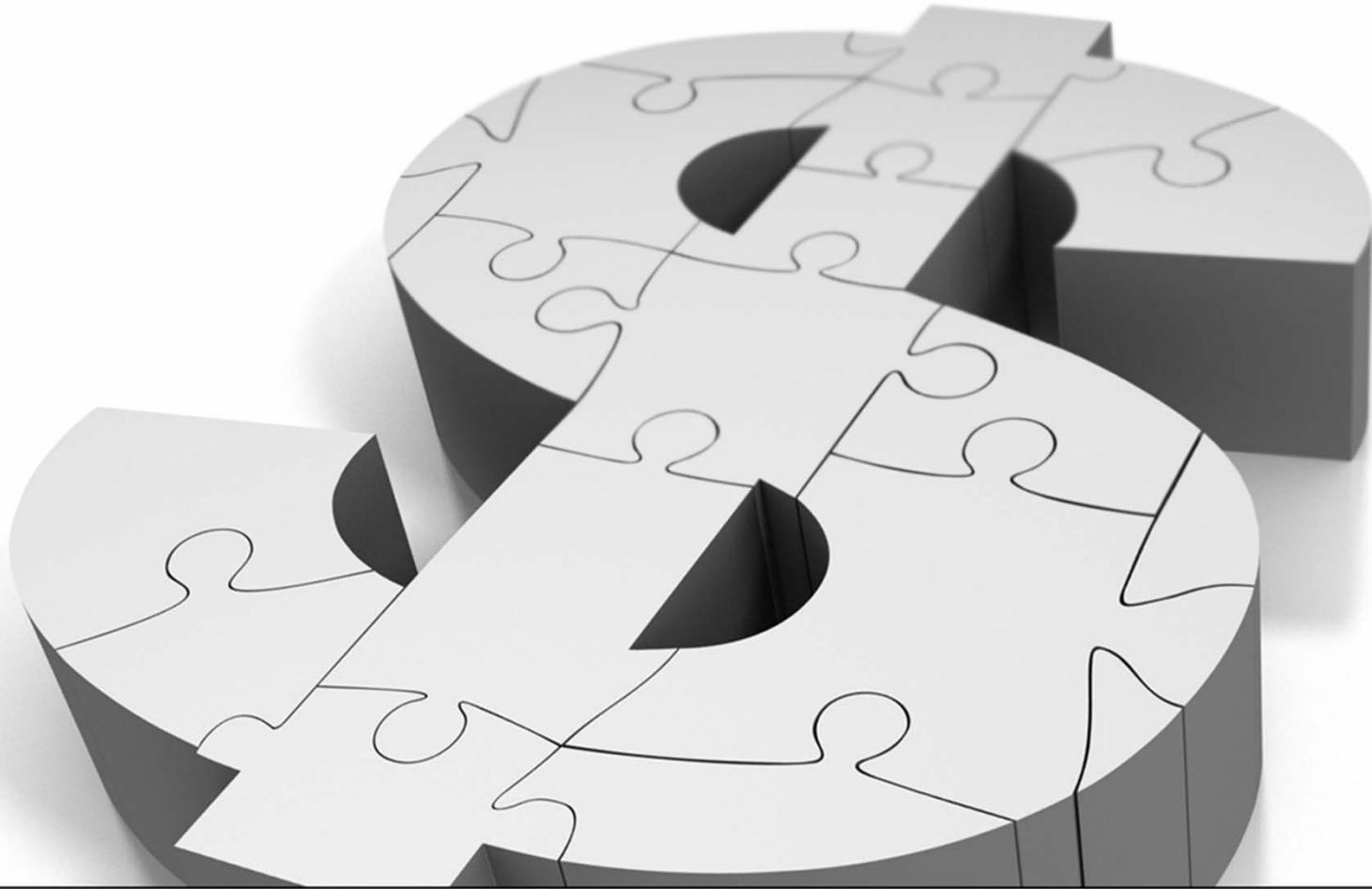


Cherokee County Board of Commissioners WORK SESSION AGENDA

July 15, 2014
3:00 p.m. | Cherokee Hall

1. 2014 Proposed Millage Rate Review by Janelle Funk.
2. Discussion of Regular Agenda Items.

Executive Session to Follow



2014 Cherokee County Millage Rate

Presented July 15, 2014

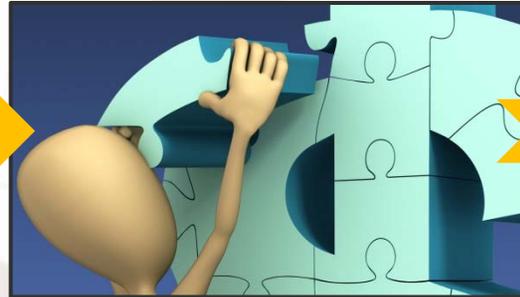


Three Steps To Calculating A Millage Rate



• Step #1

- Build a Zero-Based Budget for FY2015
- Departments Build Proposed Budgets Based on Current Needs
- Conduct Budget Review Meetings with the County Manager



• Step #2

- Forecast All Non-Property Tax Revenues Available to Support ZBB Expenditures in FY2015
- Assess Current Run Rates, Incorporate Expected Changes



• Step #3

- Calculate 2014 Millage Rate Using Latest Tax Digest
- $ZBB \text{ Expenditures} - \text{Non Property Tax Revenues} = \text{Property Taxes Necessary to Fund Budget}$



- **Step #1**

- Build a Zero-Based Budget for FY2015



General Fund Expenditures



Zero-Based Budget Expenditures (Work-in-Process)

	FY2014	FY2015	Var \$	Var %
General Services	5,896,229	5,805,885	(90,344)	-2%
Tax Administration	3,444,075	3,592,831	148,756	4%
Public Safety	29,237,402	29,636,444	399,042	1%
Judicial Services	11,948,161	12,187,254	239,093	2%
Library/Other	2,573,360	2,454,656	(118,704)	-5%
Transfers to Other Funds	5,348,352	4,147,186	(1,201,166)	-22%
Utilities/Allocated Costs	2,640,324	2,761,054	120,730	5%
Total	61,087,903	60,585,310	(502,593)	-1%

Variance Explanations:

- General Services – Reduced County Attorney Costs
- Tax Admin – 3 New Employees for Tax Assessor to Manage Growth in County
- Public Safety – 7 New Deputies to Address Jail Overcrowding
- Judicial Services – Increases in Indigent Defense, Superior Court and DA Office
- Library/Other – Reduced Economic Development Costs for Airport Lease
- Transfers – No Transfer to UnCS Fund Budgeted in FY2015, EMS & Animal Shelter Transfers Increased
- Utilities/Allocated – Custodial Increase/Workers Comp
- No COLA Increase



General Fund Expenditures



Risks to the Plan - \$825k

- EMS Risk
 - Cash receipts currently budgeted at \$315k/mo
 - \$290k seems more reasonable
 - \$25k variance/month x 12 = \$300k
- Healthcare Claims
 - FY2014 experiencing higher claims
 - FY2015 tentatively budgeted = FY2014 Forecast
 - If we experience 4.5% inflation
 - \$10M x 4.5% = \$450k
 - General Fund "share" = \$225k
- Aggressive Revenue Planning = \$300k

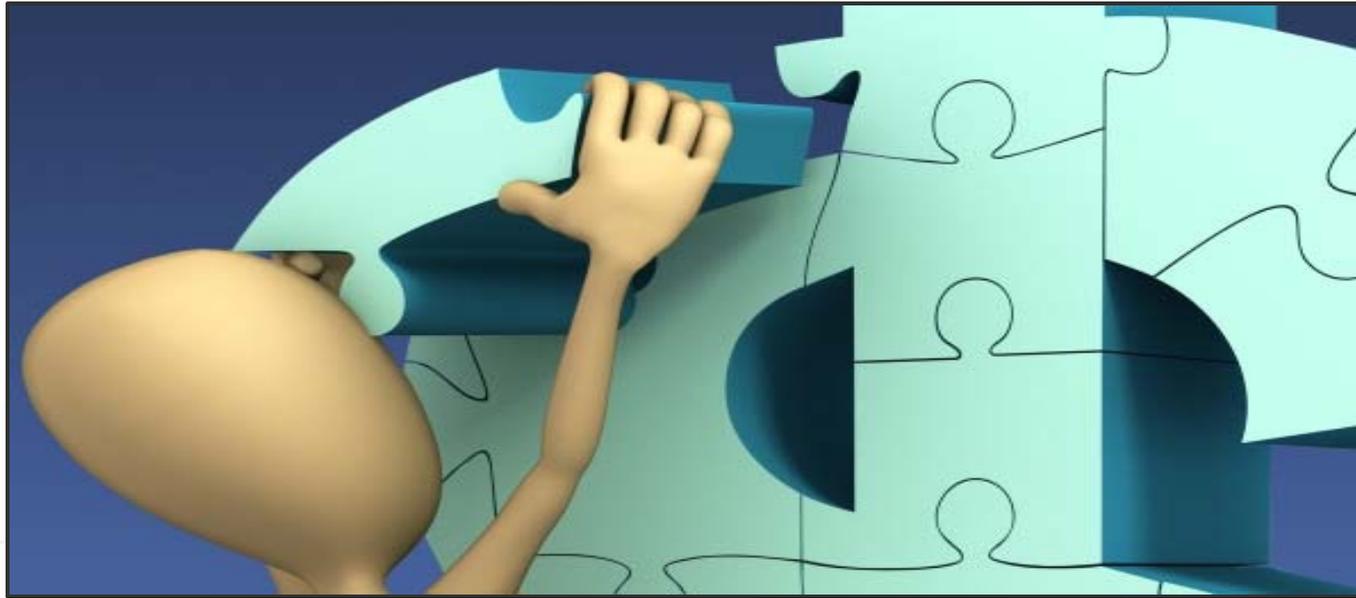


General Fund Expenditures



Potential Upside to the Plan - \$360k

- Lease of Recycling Plant
 - \$30k/mo x 12 months = \$360k

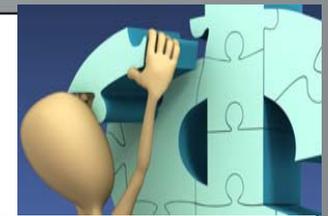


- **Step #2**

- Forecast All Non-Property Tax Revenues



General Fund Revenue

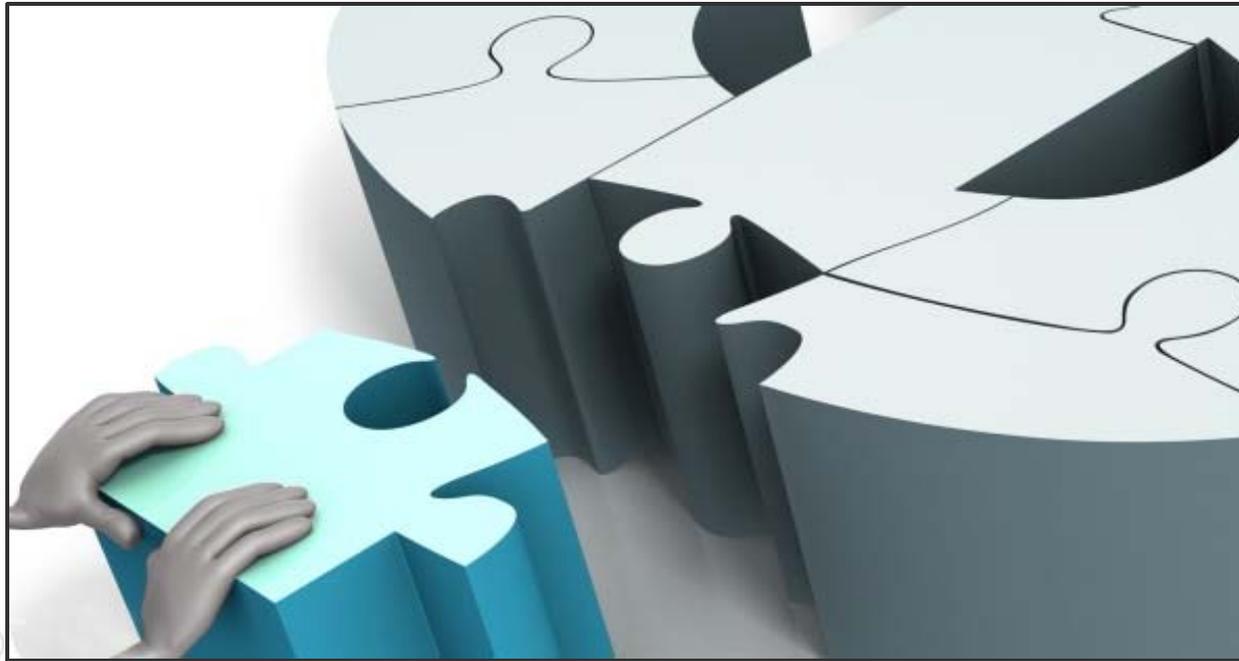


Revenue Forecast for FY2015 (Work-in-Process)

	FY2014	FY2015	Var \$	Var %
Non-Property Taxes	8,622,566	9,411,000	788,434	9%
Licenses & Permits	654,800	654,800	-	0%
Charges for Services	5,827,000	5,285,600	(541,400)	-9%
Fines & Forfeitures	4,782,800	4,441,800	(341,000)	-7%
Miscellaneous	755,049	901,608	146,559	19%
Sale of Assets	1,600,000	-	(1,600,000)	-100%
Use of Reserves	69,883	-	(69,883)	-100%
Total	22,312,098	20,694,808	(1,617,290)	-7%

Variance Explanations:

- Non-Property Taxes – Primarily TAVT
- Charges for Services – COTC, Prisoner Housing, Landfill Fees
- Fines & Forfeitures – Court Fines
- Sale of Assets – Old Admin Building



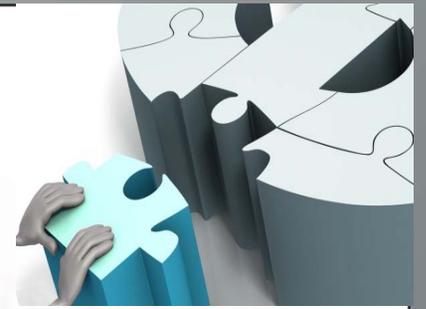
• Step #3

- Calculate 2014 Millage Rate Using
 - Latest Tax Digest



Tax Digest

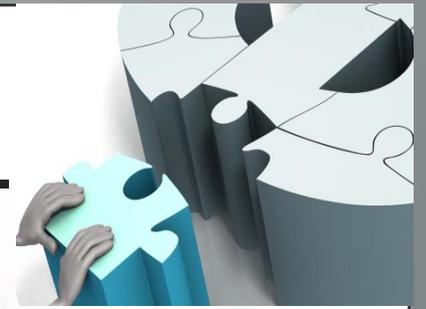
2014 Experienced Significant Growth



- M&O Digest - Assessment Notices (Before Appeals)
 - From \$6.84 Billion to \$7.52 Billion – 9.92% Increase
 - Existing Properties = 7.39%
 - New Growth = 2.52%
-
- M&O Digest - Expected End (After Appeals)
 - From \$6.8 Billion to \$7.36 Billion – 7.54% Increase
 - Existing Properties = 5.25%
 - New Growth = 2.30%



General Fund Calculating the Millage Rate – Budget As Reviewed

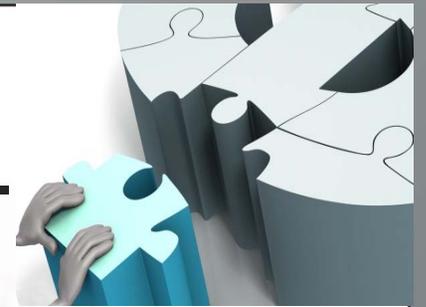


[REDACTED]	
General Fund Expenditures	60,585,310
Non-Property Tax Revenue	(20,694,808)
Balance to be Recovered By Taxes	39,890,502
Increase for Expected Motor Vehicle Tax Reduction	700,000
Property Taxes Must Equal	40,590,502
Tax Digest (Estimated After Appeals)	7,360,018,816
Calculated Millage Rate	5.515

This rate does not include risk items or salary increases.



General Fund Calculating the Millage Rate - Budget With Risk & Salary Adjsmnts

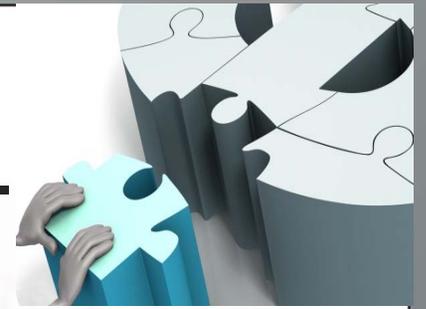


Estimated End Tax Digest	7,360,018,816	
Proposed Tax Digest Rate	5.890	
Tax Levy for FY2015	\$ 43,350,511	
Net Costs to Cover with Property Taxes		
ZBB As Submitted	\$ 40,590,502	
EMS Risk	\$ 300,000	included because determined more likely than not
Healthcare Claims Risk	\$ 225,000	included because determined more likely than not
Aggressive Revenue Planning		\$300,000 removed as determined risk 50/50
Lease of Recycling Plant	\$ (360,000)	included because determined more likely than not
Net Costs to Cover with Property Taxes	\$ 40,755,502	
		Effective Salary Increase %
Remaining Available for COLA & Sheriff Office		
Targeted Increases	\$ 2,595,009	5.6%
2% for Non-Sheriff Office Employees	\$ (503,733)	2.0%
10% for Sheriff Office	\$ 2,091,276	10.0%

Note: This scenario does not include Marshal's Office, Animal Control, or EMS in the 10% adjustment.



General Fund Calculating the Millage Rate - Options for Public Safety Increase

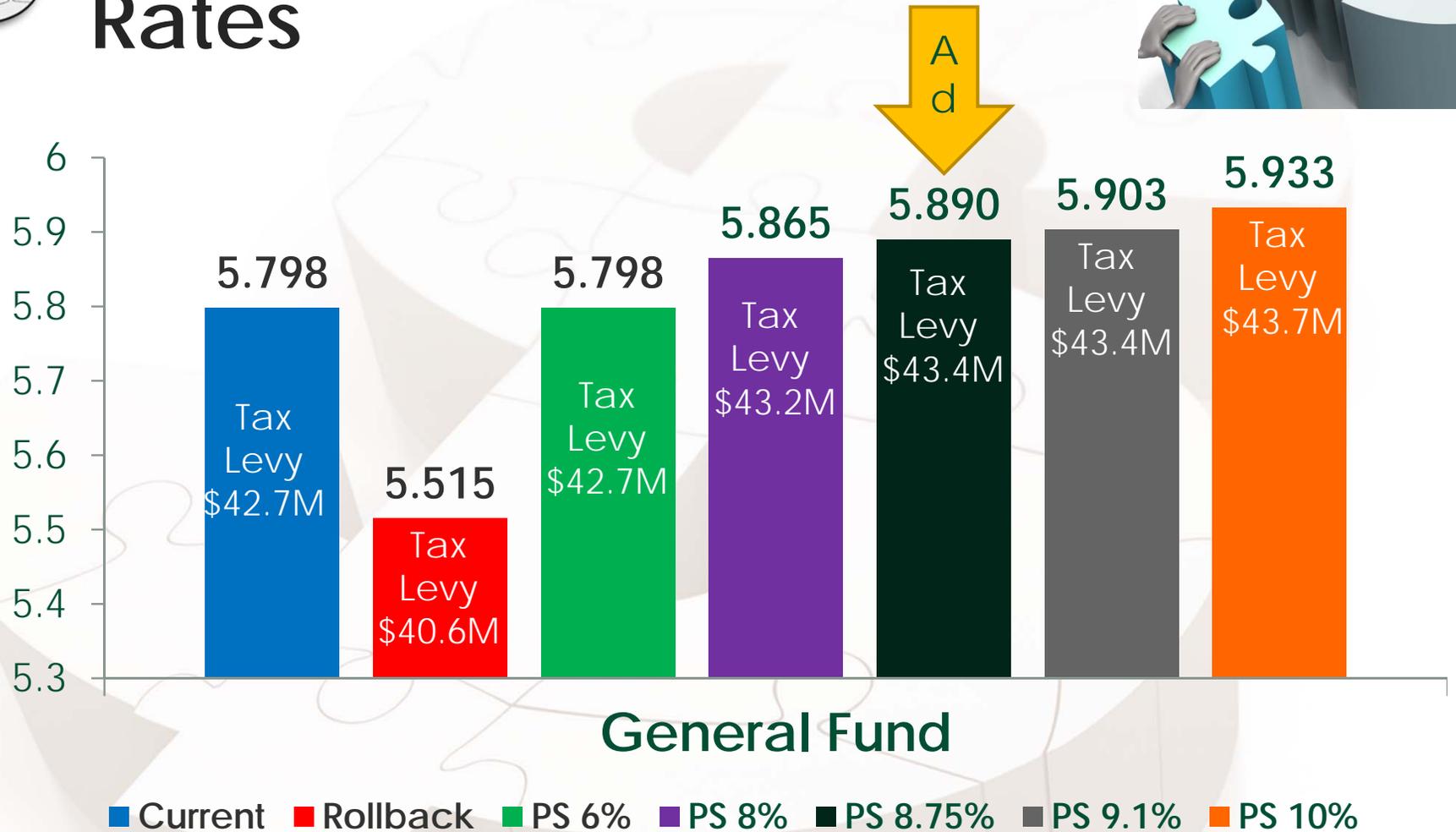


	GENERAL FUND 6%	GENERAL FUND 8%	GENERAL FUND 8.75%	GENERAL FUND 9.1%	GENERAL FUND 10%
2% for Non & Options for Public Safety:					
Net Costs to Cover with Property Taxes					
ZBB As Submitted	\$40,590,502	\$40,590,502	\$40,590,502	\$40,590,502	\$40,590,502
EMS Risk	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Healthcare Claims Risk	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000
Aggressive Revenue Planning					
Lease of Recycling Plant	(\$360,000)	(\$360,000)	(\$360,000)	(\$360,000)	(\$360,000)
Net Costs to Cover with Property Taxes	\$40,755,502	\$40,755,502	\$40,755,502	\$40,755,502	\$40,755,502
COLA - NonPublic Safety	\$424,914	\$424,914	\$424,914	\$424,914	\$424,914
Salary Adjustment - Public Safety	\$1,489,530	\$1,986,040	\$2,172,231	\$2,259,120	\$2,482,550
Total Salary Adjustments	\$1,914,444	\$2,410,954	\$2,597,145	\$2,684,034	\$2,907,464
TOTAL COSTS W/ SALARY ADJ	\$42,669,946	\$43,166,456	\$43,352,647	\$43,439,536	\$43,662,966
DIGEST	7,360,018,816	7,360,018,816	7,360,018,816	7,360,018,816	7,360,018,816
FINAL MILLAGE RATE	5.798	5.865	5.890	5.903	5.933

Note: Adding the Marshal's Office, Animal Control, and EMS to the Public Safety 10% category increases the millage rate from 5.890 to 5.933. To cap the millage rate at the advertised rate of 5.890, the maximum salary adjustment would be 8.75%, or the 10% adjustment could be achieved with the advertised rate + \$315k from reserves. The 9.1% adjustment could be achieved with the advertised rate + \$90k from reserves.



Comparison of Millage Rates



The Proposed Millage Rate of 5.890 included 10% salary adjustment for the Sheriff Office Only. The new scenarios for Public Safety (PS) include the Marshal's Office, Animal Control, and EMS. To cap the millage rate at the advertised rate of 5.890, the maximum salary adjustment for Public Safety is 8.75%, or 10% could be achieved with the advertised rate of 5.890 + \$315k of General Fund reserves. The 9.1% salary adjustment could be achieved with the advertised rate + \$90k of General Fund reserves.



Fire Fund Expenditures

Zero-Based Budget Expenditures (Work-in-Process)



	FY2014	FY2015	Var \$	Var %
Personnel	14,988,991	15,412,542	423,551	3%
Operating Costs	2,897,544	3,157,956	260,412	9%
Capital	30,033	25,000	(5,033)	-17%
Allocated Costs	646,163	714,828	68,665	11%
Total	18,562,731	19,310,326	747,595	4%

Variance Explanations:

Personnel - \$270k for 7 New Positions, \$154k for Additional Enrollment and Changes in Benefit Plan Selections (No COLA increase)

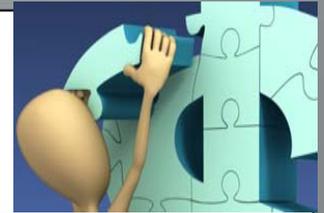
Operating Costs – Includes Costs for New Positions, New Fire Training Center and Other Costs Postponed in Prior Years, Call Volume Expected to Increase 7.9% in 2014.

Allocated Costs – Lawncare, Custodial, Workers Comp

Note: While the budget is proposing an increase, the tax impact to the average homeowner is ~\$7 annually. The recent ISO rating improvement will decrease homeowner insurance premiums by 3-5%. For an annual policy of \$1,500, this is a savings of \$45-\$75 dollars; however in some situations, the savings could be up to \$150.



Fire Fund Revenue



Revenue Forecast for FY2015 (Work-in-Process)

	FY2014	FY2015	Var \$	Var %
Non-Property Taxes	590,300	857,300	267,000	45%
Licenses & Permits	25,000	30,000	5,000	20%
Charges for Services	1,019,000	1,019,000	-	0%
Fines & Forfeitures	2,400	2,400	-	0%
Miscellaneous	8,000	-	(8,000)	-100%
Sale of Assets	-	-	-	0%
Use of Reserves	65,991	-	(65,991)	-100%
Total	1,710,691	1,908,700	198,009	12%

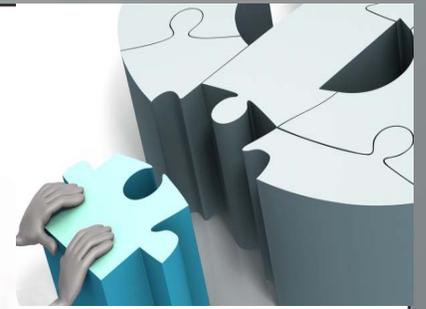
Variance Explanations:

Non-Property Taxes – TAVT



Fire Fund

Calculating the Millage Rate



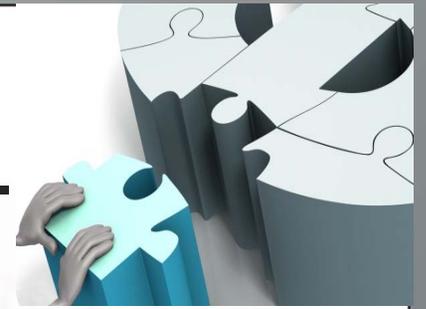
Fire Fund Expenditures	19,310,326
Non-Property Tax Revenue	(1,908,700)
Balance to be Recovered By Taxes	17,401,626
Increase for Expected MV Tax Reduction and COTC	641,156
Property Taxes Must Equal	18,042,782
Tax Digest (Estimated After Appeals)	5,461,742,971
Calculated Millage Rate	3.304

This rate does not include salary increases.



Fire Fund

Calculating the Millage Rate - Budget with Salary Adjustment

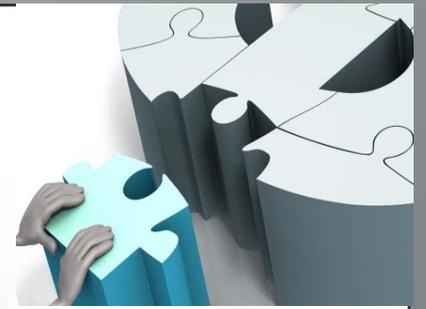


Estimated End Tax Digest	5,461,742,971	
Proposed Tax Digest Rate	3.559	
Tax Levy for FY2015	<u>\$ 19,438,343</u>	
Net Costs to Cover with Property Taxes		
ZBB As Submitted	<u>\$ 18,042,782</u>	
		Effective Salary Increase %
Remaining Available for Salary Adjustment	\$ 1,395,561	10.0%



Fire Fund

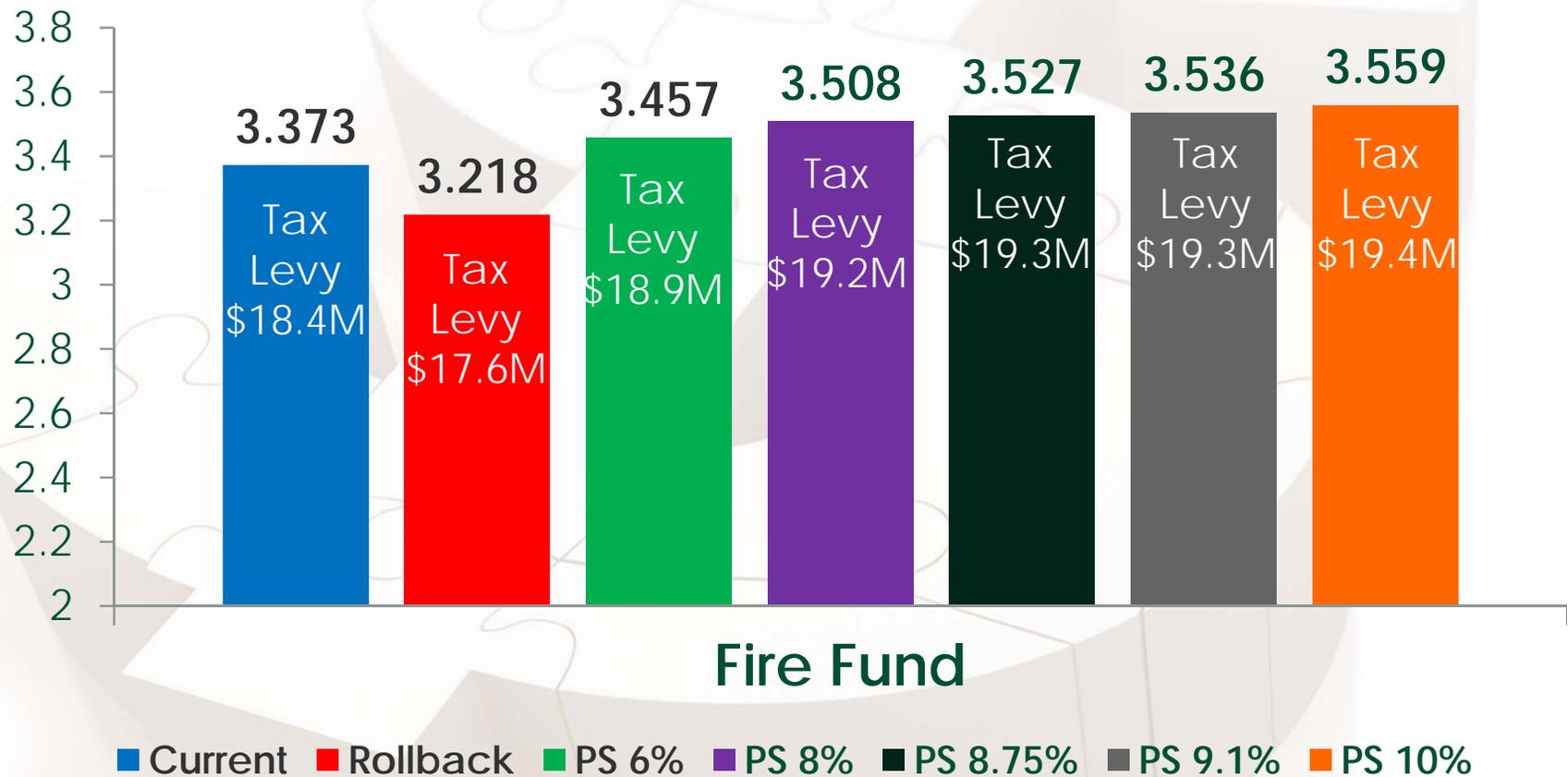
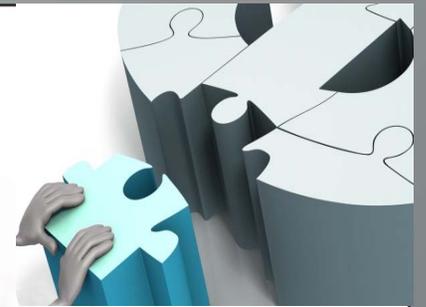
Calculating the Millage Rate - Options for Public Safety Increase



	FIRE FUND				
2% for Non & Options for Public Safety:	6%	8%	8.75%	9.1%	10%
Net Costs to Cover with Property Taxes					
ZBB As Submitted	\$18,042,782	\$18,042,782	\$18,042,782	\$18,042,782	\$18,042,782
EMS Risk					
Healthcare Claims Risk					
Aggressive Revenue Planning					
Lease of Recycling Plant					
Net Costs to Cover with Property Taxes	\$18,042,782	\$18,042,782	\$18,042,782	\$18,042,782	\$18,042,782
COLA - NonPublic Safety	\$0	\$0	\$0	\$0	\$0
Salary Adjustment - Public Safety	\$835,624	\$1,114,165	\$1,218,618	\$1,267,363	\$1,392,706
Total Salary Adjustments	\$835,624	\$1,114,165	\$1,218,618	\$1,267,363	\$1,392,706
TOTAL COSTS W/ SALARY ADJ	\$18,878,406	\$19,156,947	\$19,261,400	\$19,310,145	\$19,435,488
DIGEST	5,461,742,971	5,461,742,971	5,461,742,971	5,461,742,971	5,461,742,971
FINAL MILLAGE RATE	3.457	3.508	3.527	3.536	3.559

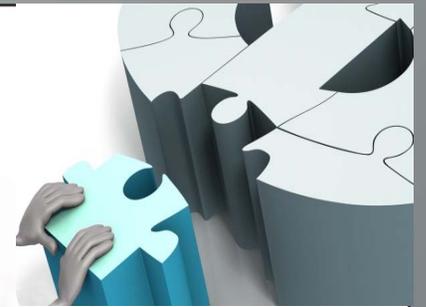


Comparison of Millage Rates





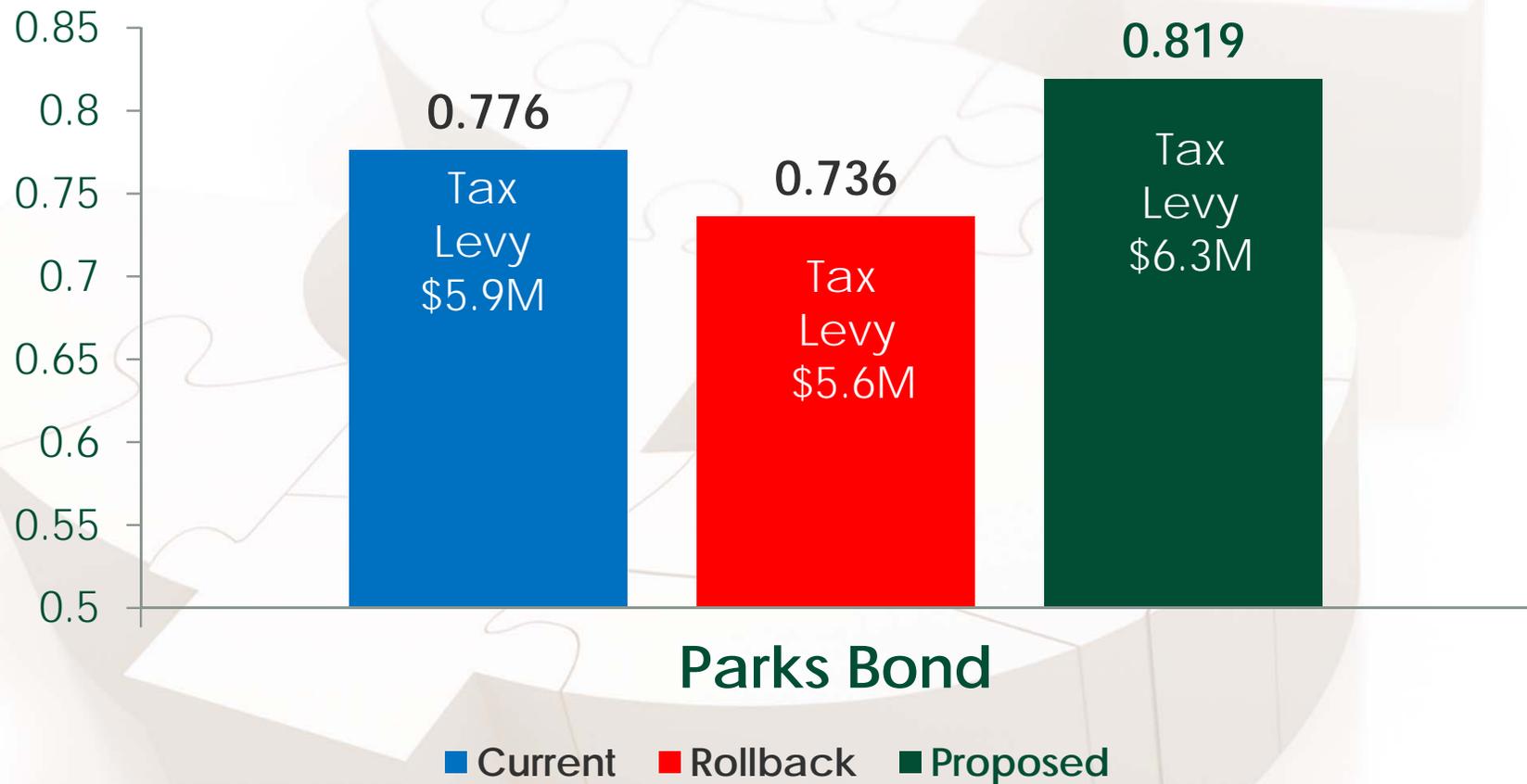
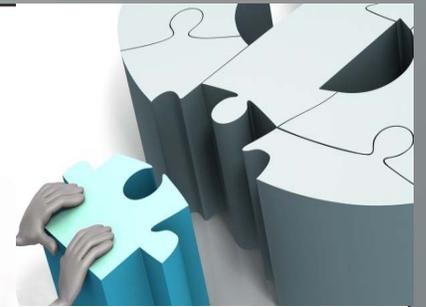
Parks Bond Debt Srv Fund Calculating the Millage Rate



Parks Bond Debt Service Fund Expenditures - Current		5,056,490
New Debt Service from New Issuance		1,626,375
Non-Property Tax Revenue		(655,955)
Balance to be Recovered By Taxes		6,026,910
Increase for Expected MV Tax Reduction and COTC		244,126
Property Taxes Must Equal		6,271,036
Tax Digest (Estimated After Appeals)		7,665,932,022
Calculated Millage Rate		0.819

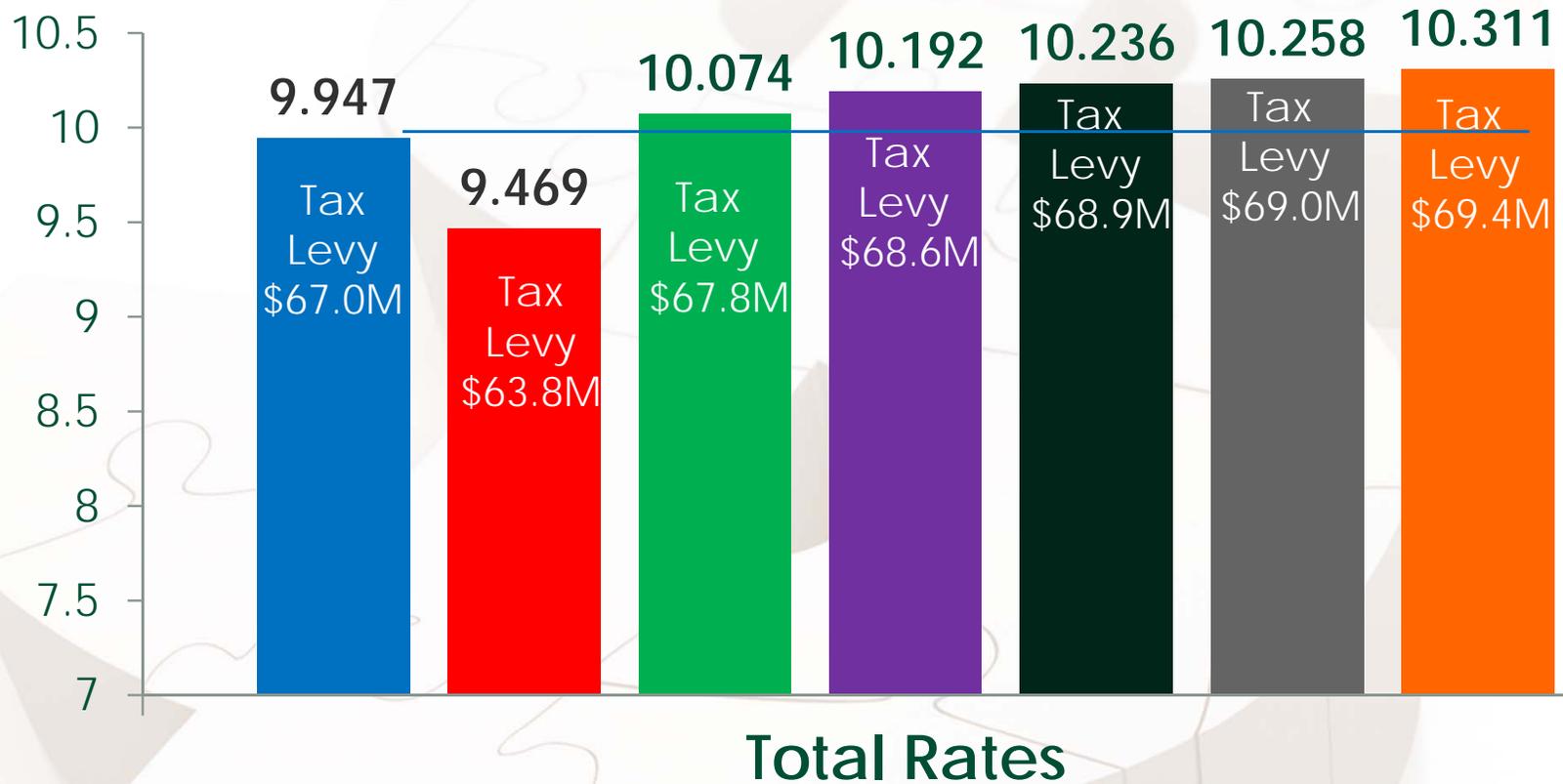
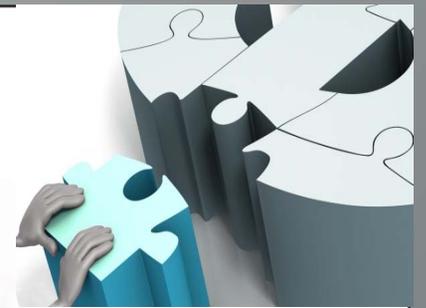


Comparison of Millage Rates





Comparison of Millage Rates



■ Current ■ Rollback ■ PS 6% ■ PS 8% ■ PS 8.75% ■ PS 9.1% ■ PS 10%

The Public Safety salary adjustment of 10% could also be achieved with the proposed rate of 10.268 + \$315k of General Fund reserves. The 9.1% adjustment could be achieved with the advertised rate of 5.890 + \$90k of General Fund reserves, for a combined total rate of 10.245.



Average Homeowner Impact

Average Home Assessment = \$182,000



	Current	Rollback	2%/6%	2%/8%	2%/8.75%	2%/9.1%	Proposed	2%/10%
Millage Rate								
General	5.798	5.515	5.798	5.865	5.890	5.903	5.890	5.933
Fire	3.373	3.218	3.457	3.508	3.527	3.536	3.559	3.559
Parks	0.776	0.736	0.819	0.819	0.819	0.819	0.819	0.819
Total	9.947	9.469	10.074	10.192	10.236	10.258	10.268	10.311
Dollar Impact								
General	\$393.10	\$373.92	\$393.10	\$397.65	\$399.34	\$400.22	\$399.34	\$402.26
Fire	\$245.55	\$234.27	\$251.67	\$255.38	\$256.77	\$257.42	\$259.10	\$259.10
Parks	\$56.49	\$53.58	\$59.62	\$59.62	\$59.62	\$59.62	\$59.62	\$59.62
Total	\$695.15	\$661.77	\$704.40	\$712.65	\$715.73	\$717.27	\$718.06	\$720.98
Difference \$		(\$33.38)	\$9.25	\$17.50	\$20.58	\$22.12	\$22.91	\$25.82
Difference %		-4.8%	1.3%	2.5%	3.0%	3.2%	3.3%	3.7%

The Public Safety salary adjustment of 10% could also be achieved with the proposed rate of 10.268 + \$315k of General Fund reserves. The 9.1% adjustment could be achieved with the advertised rate of 5.890 + \$90k of General Fund reserves, for a combined total rate of 10.245.



Average Homeowner Impact Using \$1M of Reserves

Average Home Assessment = \$182,000



	Current	Rollback	2%/6%	2%/8%	2%/8.75%	2%/9.1%	Proposed	2%/10%
Millage Rate								
General	5.798	5.515	5.662	5.730	5.754	5.767	5.890	5.797
Fire	3.373	3.218	3.457	3.508	3.527	3.536	3.559	3.559
Parks	0.776	0.736	0.819	0.819	0.819	0.819	0.819	0.819
Total	9.947	9.469	9.938	10.057	10.100	10.122	10.268	10.175
Dollar Impact								
General	\$393.10	\$373.92	\$383.88	\$388.49	\$390.12	\$391.00	\$399.34	\$393.04
Fire	\$245.55	\$234.27	\$251.67	\$255.38	\$256.77	\$257.42	\$259.10	\$259.10
Parks	\$56.49	\$53.58	\$59.62	\$59.62	\$59.62	\$59.62	\$59.62	\$59.62
Total	\$695.15	\$661.77	\$695.18	\$703.50	\$706.51	\$708.05	\$718.06	\$711.76
Difference \$		(\$33.38)	\$0.02	\$8.35	\$11.36	\$12.90	\$22.91	\$16.60
Difference %		-4.8%	0.0%	1.2%	1.6%	1.9%	3.3%	2.4%



Breakdown of County M&O

What Services Are Provided for \$399.34?



ESTIMATED 2015 BUDGET FOR GENERAL FUND OPERATIONS	TOTAL BUDGET	\$ FUNDED BY PROP TAXES	DEPT % OF TOTAL	YOUR TAX DOLLARS GO TO:
General Admin Services	1,322,309	946,150	2.18%	\$8.72
Tax Administration	3,592,831	2,570,773	5.93%	\$23.68
Health & Human Services	318,497	227,894	0.53%	\$2.10
Elections	685,290	490,344	1.13%	\$4.52
Finance & Procurement	786,867	563,026	1.30%	\$5.19
Information Technology	1,734,856	1,241,339	2.86%	\$11.44
Libraries	1,866,957	1,335,861	3.08%	\$12.31
Judicial Services	12,187,254	8,720,327	20.12%	\$80.33
Law Enforcement	29,485,301	21,097,571	48.67%	\$194.35
Coroner	151,143	108,147	0.25%	\$1.00
RRDA Debt Service	1,304,236	933,218	2.15%	\$8.60
Youth Services & Other Community	412,251	294,977	0.68%	\$2.72
Property Management	1,133,545	811,084	1.87%	\$7.47
Transfers to Other Funds:		-		
Senior Services	426,914	305,469	0.70%	\$2.81
Parks and Recreation	850,320	608,428	1.40%	\$5.60
Transportation	191,195	136,805	0.32%	\$1.26
Animal Shelter	337,606	241,567	0.56%	\$2.23
Emergency Medical Services	959,654	686,660	1.58%	\$6.33
Economic Development	65,230	46,674	0.11%	\$0.43
Allocated Costs (WC, Utilities)	2,773,054	1,984,199	4.58%	\$18.28
TOTAL GENERAL FUND	60,585,310	43,350,511	100%	\$399.34



Next Steps

Public Hearing
Tuesday, July 15
6:00 PM

Public Hearing
Thursday, July 24
11:00 AM

Public Hearing &
Adopt All County Rates
Thursday, July 24
6:00 PM



Cherokee County Board of Commissioners **AGENDA**

July 15, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Bob Alexander of Christ Covenant Church will give 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"

CALL TO ORDER

CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

PRESENTATIONS/PROCLAMATIONS

None Scheduled.

AMENDMENTS TO AGENDA

Add item 3.1 Settlement Agreement Cunningham vs Dodd

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM JULY 1, 2014.

PUBLIC HEARINGS

1. Consider modification to conditions of Rezone Case #11-09-011 Race Trac Petroleum, Inc.

The public is invited to hear the request by Dinton Investments to remove conditions #3 and #4 from the resolution to allow a master detention area for the entire parcel and to allow GDOT to determine access requirement on July 15, 2014 at 6:00 p.m. at the Cherokee County Administrative Complex, Cherokee Hall, 1130 Bluffs Parkway, Canton, GA 30114.

2. Consider request to abandon construction maintenance easements along Rope Mill Road.

The public is invited to hear the request regarding the abandonment of portions of permanent construction/maintenance easements on Rope Mill Road located in Land Lots 853, 854, 874, 875 and 876 of the 15th District, 2nd Section of Cherokee County on July 15, 2014 at 6:00 p.m. at the Cherokee County Administrative Complex, Cherokee Hall, 1130 Bluffs Parkway, Canton, GA 30114

3. 2014 Proposed Millage Rate Review by Janelle Funk.

All concerned citizens are invited to the public hearings on this tax increase to be held at the Cherokee County Administrative Complex, Cherokee Hall, 1130 Bluffs Parkway, Canton, GA 30114 July 15, 2014 at 6:00 PM; and July 24, 2014 at 11:00 AM and 6:00 PM.

PUBLIC COMMENT

ZONING CASES

1. CASE NUMBER	: 14-07-014
APPLICANT	: Terry Dickerson
ZONING CHANGE	: LI to GC
LOCATION	: 12159 Cumming Highway
MAP & PARCEL NUMBER	: 03N23, part of 149A and part of 196
ACRES	: 1.12
PROPOSED DEVELOPMENT	: Car Lot
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Community Village

As a result of the public hearing held on July 1, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-07-014 Terry Dickerson to rezone from LI (Light Industrial) to GC (General Commercial) on 1.12 acres for a used car lot.

2. CASE NUMBER	: 14-07-015
APPLICANT	: ABF Horizon, LLC
ZONING CHANGE	: R-40 to GC
LOCATION	: 2618 and 2620 Cumming Highway
MAP & PARCEL NUMBER	: 14N23C, 028 and 028D
ACRES	: 1.67
PROPOSED DEVELOPMENT	: Retail
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Neighborhood Village

As a result of the public hearing held on July 1, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-07-015 ABF Horizon, LLC to rezone from R-40 (Residential) to GC (General Commercial) on 1.67 acres for a retail development.

3. CASE NUMBER	: 14-07-016
APPLICANT	: ABF Horizon, LLC and Benjamin Key
ZONING CHANGE	: R-40 to GC
LOCATION	: 211 and 215 Key Drive
MAP & PARCEL NUMBER	: 14N23C, 029A and 029D
ACRES	: 2.56
PROPOSED DEVELOPMENT	: Retail/Office
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Neighborhood Village

As a result of the public hearing held on July 1, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-07-016 ABF Horizon, LLC and Benjamin Key to rezone from R-40 (Residential) to GC (General Commercial) on 2.56 acres for a retail/office development.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Presentation of State Certification to the Cherokee County Marshal's Office.

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Requesting to set a Public Hearing date for August 5, 2014 for considering amendments to Cherokee County Zoning Ordinance, Article 23 Conservation Design Communities.

- 1.2 Consider approving budget amendment for the SPLOST Fund in the amount of \$12,488.32 so security enhancements can be completed in the DA's Office in the Courthouse.

COUNTY MANAGER

- 2.1 Consider awarding the standard Construction Services Agreement (CSA) to Hawkins Construction in the amount of \$83,000.00 for the construction of a storage building for the Sheriff's Office.

- 2.2 Consider approval of proposal from Wilburn Engineering, LLC, for construction and installation of traffic signal at the intersection of SR 92 and Cherokee 75 Parkway in the amount of \$139,000.00.

- 2.3 Consider approval of a proposal from Moreland Altobelli Associates, Inc. to perform design services for various culvert repair projects under their annual engineering consulting service contract in the amount of \$19,120.00.
- 2.4 Consider approval of Supplemental Agreement No. 1 from Vertical Earth, Inc., for additional storm drainage installation on the Steels Bridge Road Reconstruction Project in the amount of \$29,132.77.
- 2.5 Consider approval of amendment to Professional Services Agreement with American Engineers, Inc., for completing the plan revisions in accordance with revised traffic study for East Cherokee Drive and Old Hwy. 5 and East Cherokee Drive and Mill Creek Road intersection improvement projects in the amount of \$168,500.00.
- 2.6 Consider request to transfer FY 2012 Section 5307 FTA Formula Funds to Cobb County Transit in the amount of \$1,358,590.00.
- 2.7 Consider approving the issuance of the final \$22.8M of General Obligation Park & Greenspace Bonds to the most competitive bidder.

COUNTY ATTORNEY

- 3.1 Amendment: Settlement Agreement in Cunningham vs. Dodd

ADJOURN



Cherokee County Board of Commissioners WORK SESSION MINUTES

July 1, 2014

3:00 p.m. | Cherokee Hall

The Chairman began at 3:06 p.m. with the Chairman and Commissioners Poole and Gunnin present. Commissioner Nelms was out of the country on business and Commissioner Johnston was running late. Chairman Ahrens read an excerpt from Mac Anderson's "Successories" about attitude ending, with a quote from Lou Holtz.

Note: Commissioner Johnston arrived at 3:29 p.m.

1. Employee Service Recognition by Steve McClure.

Mr. Steve McClure recognized employees who have achieved service milestones. He awarded those with 10, 15, 20, and 25 years of service. Chairman Ahrens thanked the employees for their years of dedication and outstanding service.

2. 2014 Proposed Millage Rate Review by Janelle Funk.

Ms. Janelle Funk gave a brief overview of the presentation from the previous meeting. She reviewed the steps that are taken to set the millage rate. She then went over the Zero-Based Budget Expenditures and indicated that the numbers do not include the COLA increase. Ms. Funk stated that the EMS Risk and Healthcare Claims are items that they definitely need to plan on in the budget and the Aggressive Revenue Plan may be left out of the budget. The Chairman asked the probability of holding back the 4.5% inflation under Healthcare Claims and what control do we have over that. Ms. Funk responded that part of it is additional enrollees and medical inflation. She added they have spoken with the broker to help manage those costs. Ms. Funk pointed out that with the risk built in, it is extra money that the County would be putting into the fund to cover those costs but the Insurance and Benefits Fund is still going to need to rely on its reserve in order to cover the cost next year. She added there is a potential upside to the plan with the lease of the recycling plant.

Ms. Funk reviewed the Revenue Forecast for 2015 and mentioned that it has not changed. She stated that the Sale of Assets is not as big of a hit to the budget as it seems since the Sale of Assets in FY2014 was budgeted to improve the

Unincorporated County Service Fund reserves and not to fund General Fund operations. She then went over the Tax Digest. She said she spoke with Mr. John Adams and he said they have received about 2,100 appeals which is less than last year. He agreed that we should be planning that the Tax Digest will decrease from the first digest. Ms. Funk indicated the proposed millage rate assumed the final digest would be 7.54% above prior year.

Ms. Funk showed that for the General Fund Millage Rate the balance to be recovered by taxes is about \$39.9M and we will need to increase that by \$700K because that is the expected decrease next year with the "Birthday Tax" that declines as the TAVT is more implemented. Property taxes must equal to approximately \$40.6M next year.

Ms. Funk provided calculations based on discussion during the previous Board meeting leading to setting the millage rate higher in order to accommodate a COLA increase and some targeted increases for the Sheriff's Office. The proposed millage rate comes to 5.730. It decreased but not at the full rollback rate.

Ms. Funk went over the Fire Fund Expenditures and explanations for variances indicating primary drivers are the 7 new employees, additional enrollment and changes in benefit plan selections and operating costs. There are no big changes in Revenue other than an increase in the TAVT. Calculating the millage rate for the Fire Fund shows a balance of \$17.4M to be recovered by taxes and the needed increase to cover for the Motor Vehicle Tax reduction and the Commissions on Tax Collections (COTC) must total \$18M. Ms. Funk also provided calculations using the estimated end for the Tax Digest and the proposed millage rate total the tax levy for 2015. Including a 2% COLA increase, the millage rate comes to 3.355.

Ms. Funk reviewed the calculations for the Parks Bond and Debt Service. The balance to be recovered by taxes is \$6M and increasing it by \$244,126 for Motor Vehicle Tax reduction and COTC which must total \$6.3M. The calculated millage rate comes to 0.819. The average homeowner assessment is \$182,000 for this year. Using the proposed millage rate, the average homeowner would pay a total of \$692.36. Ms. Funk again showed the services a homeowner receives with their taxes.

Ms. Funk stated that the next steps require Public Hearings. The first is scheduled for the Regular Meeting tonight, then the last two will be on July 15th and July 24th. Chairman Ahrens asked if she had received any public inquiries. Ms. Funk replied that she had not. The Chairman then asked the Commissioners if they had heard from anybody. They said they had not. Commissioner Gunnin stated he received

an email asking why the County implemented the TAVT and he explained to her that it was done at the State level, not the local level.

3. Discussion of Regular Agenda Items.

PUBLIC HEARING

2014 Proposed Millage Rate Review by Janelle Funk.

All concerned citizens are invited to the three public hearings on this tax increase to be held at the Cherokee County Administrative Building and Conference Center, 1130 Bluffs Parkway, Canton at the indicated times: **July 1, 2014 at 6:00p.m.**; and July 15, 2014 at 6:00p.m.; and July 24, 2014 at 6:00p.m.

COMMISSION BUSINESS

COMMISSION DISTRICT 3

Brian Poole

A. Various Subjects

- Commissioner Poole began with a question for Mr. Bryan Reynolds regarding the horseshoe pit at Hobgood Park. He indicated he was afraid that a child would get hurt on the stakes and asked about the decision to remove the volleyball net and replace it with horseshoes. Mr. Reynolds replied that they did not see a lot of people using the volleyball court. The horseshoes are most often used by people who rent the pavilions. He mentioned he had a discussion with one of the Advisory Board members about it. Mr. Reynolds stated they can restrict the access around the stakes to make sure children can't run into them. The stakes are large making it difficult to be seriously injured, but they can make it safer. He added there are other horseshoe pits at other parks as well. Commissioner Poole commented that through his line of work he has seen people killed in ways he didn't think were possible. He asked that Parks and Recreation keep an eye on it.
- Commissioner Poole then addressed emails he received regarding those leaving the Sheriff's Office. He asked Mr. Cooper how long it has been since a compensation report had been done for the County. Mr. Cooper responded that it has been about five or six years. Commissioner Poole asked how often they are supposed to be done. Mr. Cooper replied he would like to have another study done but hasn't done so due to the recession. Commissioner

Poole commented that he would like to have something done to get the pay competitive and there is clearly an issue we need to try and correct. Commissioner Poole then asked about how raises work in the County. Mr. Cooper responded that for general raises across the board, they are allocated to the departments. He added that he asks department heads to justify why an individual may receive below or above the percent average. Commissioner Poole stated that he did a review of pay scales of employees and noticed that a couple got some pretty hefty raises during the past couple of years, including one with a 34% increase. He stated he would like to be updated when raises are going to be given out. Commissioner Poole added that his door is open to anybody if they would like to call or email him. Chairman Ahrens commented that we have had our hands tied in the past several years just because of the revenue base but this addresses a policy issue. He added there are circumstances when individuals get a legitimate promotion. The Chairman asked the Board if they want to know if there is a certain level of compensation change that is not incorporated into the budget. Commissioner Poole commented that he thinks that's fair. Commissioner Johnston agreed they should know within some parameters, specifically something unusual. He added that it is also a sort of checks and balance. The Chairman added that it would have to be done during the Regular Session. Commissioner Johnston interjected that it could be during Executive Session if it targets a particular employee. The Chairman stated that is something they can certainly look at and decide what parameters to consider.

- Commissioner Poole asked the Board's opinion regarding the situation with the deputies in the Sheriff's Office and what they can do to retain and recruit deputies. Commissioner Johnston commented that they have been thinking about it a lot, thus the reason for discussing the higher tax rate than the full rollback so they can approve an across the board salary adjustment of a small amount and a more substantial increase for targeted retention and recruitment needs, primarily in the Sheriff's Office. He asked Commissioner Poole what else he would suggest. Commissioner Poole asked Chief Vic West how short the County is in regard to where they need to be with the numbers. Chief West replied that starting pay is about \$35,000 once they complete the Academy and it takes about a year to do that. He added that we have lost our competitive edge. Chief West indicated that we are competitive at the start but not after they become certified. Commissioner Johnston asked Chief West what he thinks it would take to put us in a competitive position that would fundamentally solve the problem. Chief West responded that it would take 15%-18%. Commissioner Johnston calculated that to equal approximately 0.5 mils and added they would have to call for

another public hearing if they wanted to consider it. Mr. Cooper added that they can have two public hearings in one day but they would need to know fairly soon to allow time to advertise the rate prior to the public hearings. Commissioner Poole commented that Chief Tim Prather also wanted to speak. Chief Prather stated they are having the same issues though not as severe as the Sheriff's Office. The Fire Department has lost about 120 in six years. Chief Prather commented that it takes so long to train replacements when they lose people. He added that they usually lose a driver and it takes two years to replace a driver. Commissioner Poole stated he agreed with Chief Prather and that our number one priority should be public safety. Commissioner Johnston commented that we have taken pride in having one of the lowest tax rates in the State. He suggested that we do target increases that would ultimately cost less. If we start doing substantial raises in one area, it's not going to stop there. Commissioner Poole asked about adding raises for just the Sheriff's Office and Fire Department for this year and then add another department or two next year and so on. Commissioner Johnston stated that would result in substantial tax increases. Chairman Ahrens stated that you can't necessarily solve the whole problem in one shot. He said they need to look at specifics for alternatives over a one, two, or three-year period. Mr. Cooper commented that they don't have much time in terms that they have to advertise the millage rate and then have three public hearings. The Chairman asked how much time is needed before a public hearing. Mr. Cooper replied they would need seven days. Their decision would need to be made in two days in order to advertise in the Sunday Cherokee Tribune. Commissioner Johnston stated that for perspective, the proposed increase of 2% and 4.4% totaling 6.4% is about half of the figure Chief West just stated. That would be for Sheriff's only. Mr. Cooper stated that the figure of 4.4% is the actual total. Commissioner Johnston commented that a mil would equal to about \$7M in the General Fund and would go far but not as far as they would need it to. Commissioner Gunnin asked Chief West if he has something in mind that he would like to do that's workable. Chief West stated that if they could do something over the next several years, maybe 10% now look at 5%-7% next year, etc., to show their folks they are working in the right direction. Commissioner Gunnin commented that we have a huge problem right now and we've got to find a way to overcome it. He added he understands the cost issue but also doesn't want to see us lose what we've built over the years.

Mr. Cooper went over one item under the **Consent Agenda** portion:

- 1.1 Authorize Budget Amendment reducing federal grant monies in the amount of \$13,157.00 for the Juvenile Reinvestment Grant Program (JRGP) administered by the Governor's Office for Children and Families (GOCF).

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

- 2.1 Award Professional Service Agreement to Bound Tree Medical in the amount not to exceed \$260,000.00 annually for the purchase of Medical Supplies (non-pharmaceuticals).
- 2.2 Award Professional Services Agreement to the lowest priced and highest scored proposer, Xybix Systems, for new E-911 Dispatch Consoles in the amount of \$168,742.02 and authorize ancillary work needed to disconnect and reconnect the communications equipment not to exceed \$23,812.00.

Commissioner Johnston confirmed that this would come out of SPLOST. Commissioner Gunnin asked Chief Dan West how the shortage is on the pharmaceuticals. Chief West replied that it has gotten much better. Commissioner Gunnin mentioned that for those who are not aware, there are several pharmaceuticals that the EMS use that are in short supply and we can't get. They are working with a medical director to come up with alternatives. He indicated that it is a national shortage.

Adjourn

Hearing no further items, Commissioner Johnston made a motion to adjourn to Executive Session at 4:06 p.m. to discussion individual personnel matters, property acquisition and disposition, and pending litigation. Commissioner Gunnin seconded and the motion was unanimously approved.



Cherokee County Board of Commissioners

MINUTES

July 1, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Ted Lester with Christ Covenant Church will give the invocation.

PLEDGE OF ALLEGIANCE

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

Commissioner Gunnin led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:06 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

(Chairman Ahrens noted that Commissioner Nelms was out of the country on business.)

RATIFY CLOSURE OF EXECUTIVE SESSION

Commissioner Gunnin made a motion to ratify closure of Executive Session at 5:50 p.m.; Commissioner Poole seconded and there was unanimous approval.

PRESENTATIONS/PROCLAMATIONS

None Scheduled.

AMENDMENTS TO AGENDA

ANNOUNCEMENTS

Chairman Ahrens commented on the Work Session presentation of employees reaching the following years of service milestones: 12 employees reached 10 years of service; 29 employees reached 15 years; 11 employees reached 20 years and 2 employees reached the 25 year milestone. Chairman Ahrens thanked those employees again for their dedication and loyalty to Cherokee County.

Chairman Ahrens asked Chief Prather to come to podium to introduce the group of guests who showed up for the meeting. Chief Prather explained that through the Fire Department's Facebook Page word had spread about the concern for the vacancies, etc. in Public Safety and they had come out to support Public Safety.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM JUNE 17, 2014.

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

APPROVAL OF SPECIAL CALLED MEETING MINUTES FROM JUNE 17, 2014.

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

PUBLIC HEARING

2014 Proposed Millage Rate Review by Janelle Funk.

All concerned citizens are invited to the three public hearings on this tax increase to be held at the Cherokee County Administration Building and Conference Center,

1130 Bluffs Parkway, Canton at the indicated times: **July 1, 2014 at 6:00 PM**; and July 15, 2014 at 6:00 PM; and July 24, 2014 at 6:00 PM.

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

Janelle Funk went over the slide presentation as updated after much discussion at Work Session to address the needs of Public Safety. The additional slides included scenarios with 10% and 15% increases in the areas of Public Safety.

Ms. Funk recalled that at the last meeting the rate of 5.730 had been approved and advertised, so if the Board was thinking of possibly raising that, a rate would need to be approved within the next two days to allow enough time to re-advertise and host three Public Hearings before the final two Public Hearings before adopting the millage rate on July 24.

Discussion ensued regarding the different scenarios. Chairman Ahrens commented on whether to consider the use of reserves or potential sources like the sale of the old Admin building. Commissioner Johnston said that although he is fiscally conservative, he did not like the idea of considering one-time revenue sources to fund a long-term expense. He added that there is no great answer for increases at the levels we're talking about, but if we're going to up the ante, we may as well face the music and get it over with. Chairman Ahrens stated that he was hesitant to jump straight to 15%, but would like to consider steps. Commissioner Poole stated that maybe 10% was a good starting point and we could do more later. Chairman Ahrens stated that a rate needs to be approved now for advertising, and then we will have time to massage out the details. Commissioner Poole commented that 10.268 was a cushion that we could come down from, but that we know we have to do something for the citizens. He added that we may take some heat, but this increase is not for an extracurricular activity, but for public safety and that is our number one goal for citizens. Ms. Funk stated that for the 10% salary increase to Public Safety, the rate would be at 5.890 which is an increase of 8.9% over the current rollback rate.

Commissioner Poole made a motion to advertise the millage rate at 5.890; Commissioner Gunnin seconded. Commissioner Johnston commented that he is deeply troubled by this, that in 14 years we've never had a tax increase and to do so in one fell swoop is against everything he has stood for in 14 years. He added that he knows salary increases for some public safety positions are needed and he might be able to support less than that. Commissioner Gunnin recalled Chairman Ahrens' statement, agreeing that the number we come up with tonight can be worked down but not up, and

recalled the motion and second and resulting vote was approval 3-1 with Commissioner Johnston voting nay.

Commissioner Gunnin made a motion to close the Public Hearing at 6:48 p.m.; Commissioner Johnston seconded and there was unanimous approval.

PUBLIC COMMENT

No one signed up to speak.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

A. Various subjects.

Commissioner Poole stated that after discussion during Work Session, he had nothing further to add.

COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Authorize Budget Amendment reducing federal grant monies in the amount of \$13,157.00 for the Juvenile Reinvestment Grant Program (JRGP) administered by the Governor's Office for Children and Families (GOCF).

Commissioner Gunnin made a motion to approve; Commissioner Poole seconded and the motion received unanimous approval.

COUNTY MANAGER

- 2.1 Award Professional Services Agreement to Bound Tree Medical in the amount not to exceed \$260,000.00 annually for the purchase of Medical Supplies (non-pharmaceuticals).

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

- 2.2 Award Professional Services Agreement to the lowest priced and highest scored proposer, Xybix Systems, for new E-911 Dispatch Consoles in the amount of \$168,742.02 and authorize ancillary work needed to disconnect and reconnect the communications equipment not to exceed \$23,812.00.

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

COUNTY ATTORNEY

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Gunnin made a motion to adjourn at 6:51 p.m.; Commissioner Poole seconded and the motion received unanimous approval.

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Public Hearing

MEETING DATE: July 15, 2014

SUBMITTED BY: Vicki Taylor Lee, Zoning Administrator

COMMISSION ACTION REQUESTED:

To consider a modification to the conditions of Rezone Case #11-09-011 Race Trac Petroleum, Inc. The applicant is requesting to remove conditions # 3 and #4 from the resolution to allow a master detention area for the entire parcel and to allow GDOT to determine access requirements.

FACTS AND ISSUES:

This 2.45 acres of the overall 12.71 acre tract was rezoned to GC in November 2011 with seven conditions, the above being two of the seven. Subsequently, the remaining 10.26 acres was rezoned to NC and O-I in May of this year and the entire parcel is to be developed in common.

BUDGET:

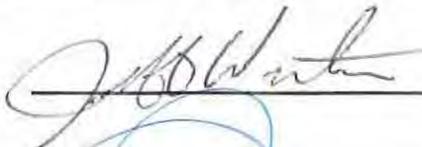
Budgeted Amount:	\$	Account Name:
Amount Encumbered:	\$	Account #:
Amount Spent to Date:	\$	
Amount Requested:	\$	
Remaining Budget:	\$	

Budget Adjustment Necessary:

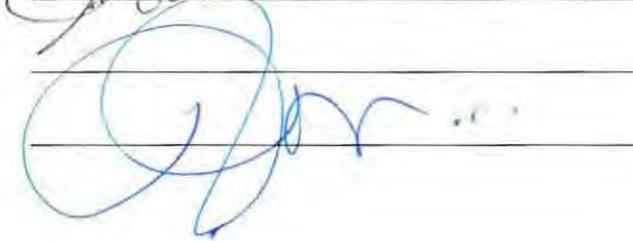
ADMINISTRATIVE RECOMMENDATION:

A public hearing be held to satisfy State of Georgia and Cherokee County regulations for a zoning action.

REVIEWED BY:

DEPARTMENT HEAD: 

COUNTY ATTORNEY: _____

COUNTY MANAGER: 

RE: zoning case 11-9-011

Applicant: RaceTrac Petroleum

2.45 acres of 13.52 acres at Scott Rd and HWY 20

To whom it may concern

Please see attached Zoning resolution regarding the case above. Dinton Investments LLC is buying the property at the southeast corner of HWY 20 and Scott Rd. In the zoning case attached, Racetrac was buying just the 2.45 acre corner of the entire 13.52 acres. Since they were buying just the corner, the board stipulated that the applicant must detain all runoff onsite and have the detention apparatus onsite since the remaining 11.07 acres were not being developed. Now that we are buying all 13.52 acres as one whole development, and now that we are applying to rezone the remaining 11.07 acres, we would like to formally request for the following conditions to be removed:

Condition 3 we would like to be removed so that we can use a Master Detention on the 11.07 acres to retain all runoff from all the 13.52 acres, including the 2.45 acres Racetrac rezoned in 2011.

Condition 4 we would like to also be removed so that the county engineer and the GA DOT can make the decision to determine if a Left-out is appropriate or not. At least if the Board of Commissioners remove condition 4, it gives the DOT the option to approve or not to approve a left out. The new location of the Racetrac at Old Doss RD and HWY 20 did in fact get a left out approved by the county and the DOT, therefore we would like the BOC to remove this zoning condition so the DOT and county engineer can make that determination.

Additionally in reference to the Neighbors concerns that were voiced at the May 6th Planning and Commission hearing regarding the Gas Station specifically, the lighting and speaker issue has already been addressed in the below attached resolution for the Gas Station Corner.

Thanks for your help and consideration. Please let me know how to move forward with removal of these conditions.



Lee Lusk

Dinton Investments, LLC

770-605-6551

Lusk520@aol.com

Received: 6-20-2014 *ADavis*

Case # 11-09-011

PL# _____

Resolution # 2011-R-034

Applicant: Dinton Investments, LLC
510 Gilmer Ferry Rd
Ball Ground GA 30107
(City) (State) (Zip)

Lusk52@aol.com
770-605-6551
(E-mail Address) (Telephone)

Request modification of zoning condition # 304 from: No offsite detention & no left turn onto HWY 201
to: permitted offsite detention & left turn to be determined by DOT,
Please see attached site plan.

Existing use of property: commercial Proposed use of property: commercial

Zoning: ~~AK # GC~~ Size of property: ~~12.72~~ 2.45 Square Feet/Acres Commission District: 1
Map 14N29, Parcel 025 Land Lot 274, District 14th

The undersigned is authorized to make this application. The undersigner is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the Board of Commissioners unless waived by the County Commissioner.

[Signature] 6-16-14
Signature of Applicant Date
Lee Lusk dba Dinton Investments, LLC
Typed or Printed Name and Title

[Signature] 6/16/14
Signature of Notary Public Date
(SEAL)

[Signature] JUNE 19/14
Signature of Owner Date
HARRISON HUONG
Typed or Printed Name and Title

[Signature]
Signature of Notary Public Date
(SEAL)

Signature of Owner Date
Typed or Printed Name and Title

[Signature]
Signature of Notary Public Date
(SEAL)

I UNDERSTAND THAT I AM TO POST THE NOTICE SIGN(S) ON A HARD-BACKED SURFACE SUPPORTED BY A FREE-STANDING STRUCTURE/WOODEN OR METAL POST(S) ALONG EACH ROAD FRONTAGE OF THE PETITIONED PROPERTY. THE NOTICE SIGNS SHOULD BE CLEARLY VISIBLE FROM THE ROAD WITH NO OBSTACLES BLOCKING THE VIEW. I FURTHER UNDERSTAND THAT I AM NOT TO ATTACH THE NOTICE SIGN(S) TO ANY NATURAL VEGETATION, EXISTING SIGNAGE, OR UTILITY STRUCTURE(S). I AM TO POST THE SIGN AT LEAST 30 DAYS PRIOR TO THE PUBLIC HEARING.

[Signature]
APPLICANT'S SIGNATURE

6-16-14
DATE

RESOLUTION NO. 2011- R- 034
CASE # 11-09-011
APPLICANT: Race Trac Petroleum, Inc.

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

2.45 acres located in Land Lot 274 of the 14th District, 2nd Section of Cherokee County, Georgia, and indicated as Part of Parcel 025 on Tax Map 14N29.

WHEREAS, it hereby is found and determined that a petition to change the zone of the above described property from NC to GC was filed on July 18, 2011.

Proposed Use: Convenience Store with Gasoline Sales

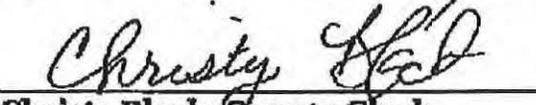
WHEREAS, it likewise is found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on November 1, 2011 in the Commission Chambers of the Cherokee County Administrative Building. Recommendation from the Planning Commission was for denial.

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

Adopted this 15th day of Nov., 2011.



L.B. Ahrens, Jr., Chairman



Christy Black, County Clerk



*1. Over-story and under-story landscaping to create an effective visual screen between the two entrances on Scott Road and behind the store building along the south border of the property. 2. No outdoor speakers except for emergency use. 3. All water detention to handled on-site. (No detention pond on adjacent property.) 4. No left turn directly onto Hwy. 20. 5. Fuel pump canopy lighting to be recessed. 6. County Engineering's recommendations, including additional lane along the Scott Road frontage and placement of the two Scott Road entrances, with adjustments as may be approved by the County Engineer. 7. Height of free-standing sign limited to 10 feet (12 feet if it includes a full brick surround/encasement).

DISCLOSURE

IF THE ANSWER TO ANY OF THE FOLLOWING QUESTIONS IS "YES," YOU MAY BE REQUIRED UNDER O.C.G.A. 36-67A-3 TO PROVIDE FURTHER INFORMATION:

A. ARE YOU, OR ANYONE ELSE WITH A PROPERTY INTEREST IN THE SUBJECT PROPERTY, A MEMBER OF THE CHEROKEE COUNTY PLANNING COMMISSION OR CHEROKEE COUNTY BOARD OF COMMISSIONERS?

YES _____ NO X _____

B. DOES AN OFFICIAL OF SUCH PUBLIC BODIES HAVE ANY FINANCIAL INTEREST IN ANY BUSINESS ENTITY WHICH HAS A PROPERTY INTEREST IN THE SUBJECT PROPERTY?

YES _____ NO X _____

C. DOES A MEMBER OF THE FAMILY OF SUCH OFFICIALS HAVE AN INTEREST IN THE SUBJECT PROPERTY AS DESCRIED IN (A) AND (B)?

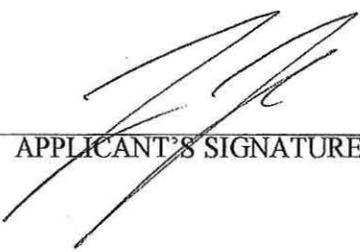
YES _____ NO X _____

D. WITHIN TWO (2) YEARS IMMEDIATELY PRECEDING THIS APPLICATION, HAVE YOU MADE CAMPAIGN CONTRIBUTION(S) OR GIVEN GIFTS TO SUCH PUBLIC OFFICIALS AGGREGATING \$250.00 OR MORE? IF YES, PLEASE IDENTIFY TO WHOM AND THE AMOUNT OF CONTRIBUTION.

YES _____ NO X _____

6-16-14

DATE



APPLICANT'S SIGNATURE

FIELD BOOK 2/16/14, 2/17/14, 2/18/14, 2/19/14

LEGEND:

UP - 10' HIGH FENCE (40' H)

UP - 6" HIGH FENCE

UP - 4" HIGH FENCE

R/W - 100' R/W

R/W - 50' R/W

R/W - 25' R/W

R/W - 10' R/W

R/W - 5' R/W

R/W - 2' R/W

R/W - 1' R/W

R/W - 0.5' R/W

R/W - 0.25' R/W

R/W - 0.125' R/W

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Public Hearing #2

Cherokee County, Georgia Agenda Request

SUBJECT: Rope Mill Road
Construction and Maintenance Easement
Abandonment

MEETING DATE: July 15, 2014

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

COMMISSION ACTION REQUESTED:

Consider request to abandon construction and maintenance easements along Rope Mill Road.

FACTS AND ISSUES:

When the Rope Mill Road Spur and Woodstock Parkway/Ridgewalk Parkway project was constructed, the easements for grading and maintenance of slopes were acquired as permanent easements. Now that the Atlanta Outlet Shops are developing outparcels, these permanent easements are conflicting with the placement of buildings and they have requested that the easements be abandoned.

The permanent construction and maintenance easements are no longer required by Cherokee County or the City of Woodstock. These easements were all acquired in the name of the County.

The notice of this abandonment was published in the Cherokee Tribune on June 27, July 4 and July 11. The public hearing is scheduled for 6:00 PM on July 15, 2014. There have been no objections received regarding this request.

BUDGET:

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

Budget Adjustment Necessary: Yes No If yes, please attach budget amendment form.
Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes No

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of request to abandon construction and maintenance easements along Rope Mill Road.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Cherokee County Board of Commissioners shall conduct a Public Hearing regarding the abandonment of portions of Permanent Construction/Maintenance Easements of Rope Mill Road located in Land Lots 853, 854, 874, 875 and 876 of the 15th District, 2nd Section of Cherokee County and the determination that said portion of road to be abandoned has ceased to be used by the public to the extent that no substantial public purpose is served by it. A sketch showing the proposed abandonment is available for inspection at the office of the Cherokee County Department of Engineering located at 1130 Bluffs Parkway, Canton, GA 30114. The Public Hearing will be held on July 15, 2014 at 6:00 p.m. in the Cherokee County Administration Building located at 1130 Bluffs Parkway, Canton, Georgia 30114.

Jerry Cooper, County Manager

6/27, 7/4 and 7/11

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

RESOLUTION NO. 2014- _____

WHEREAS, Cherokee County desires a portion of Rope Mill Road Permanent Construction/Maintenance Easement (the "Easement"), which is situated in Land Lots 853, 854, 874, 875 and 876 of the 15th District, 2nd Section of Cherokee County, Georgia, be abandoned; and,

WHEREAS, a plat and a legal description have been tendered and are attached hereto showing the location of the Easement which has been requested to be abandoned; and,

WHEREAS, Section 32-7-2(b)(1) of the Official Code of Georgia Annotated authorizes a county to abandon a section of the County road system which has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it after notice to property owners located thereon; and,

WHEREAS, said Georgia Code Section provides that upon the certification by the County, recorded in its minutes, accompanied by a plat or sketch, after notice to property owners located thereon, the County may declare that section of road to no longer be a part of the County road system, and the rights of the public in and to the section of road as a public road shall cease; and,

WHEREAS, Atlanta Outlet Outparcels, LLC, the owner of the property that abuts the Easement sought to be abandoned, has received actual notice of the proposed abandonment described herein, and no other legitimate objection thereto has been made.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, and it is hereby resolved and certified by the authority of the same, as follows:

1. That the Easement as shown on the attached legal description and copy of plan has ceased to be used by the public to the extent that no substantial public purpose is served by said road.
2. That the abandonment of the Easement herein described be and is approved.
3. That the best interest of Cherokee County would be served by conveyance of said property to the property owners along said road so that it may thereupon be subject to taxation by Cherokee County.
4. That a deed of abandonment therefore be executed by Cherokee County conveying the County's interest in the Easement as shown on the attached legal description and copy of plan to Atlanta Outlet Outparcels, LLC, their assigns, transferees and successors in interest.

THIS RESOLUTION is hereby adopted this ____ day of _____, 2014, the public health, safety and general welfare demanding it.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

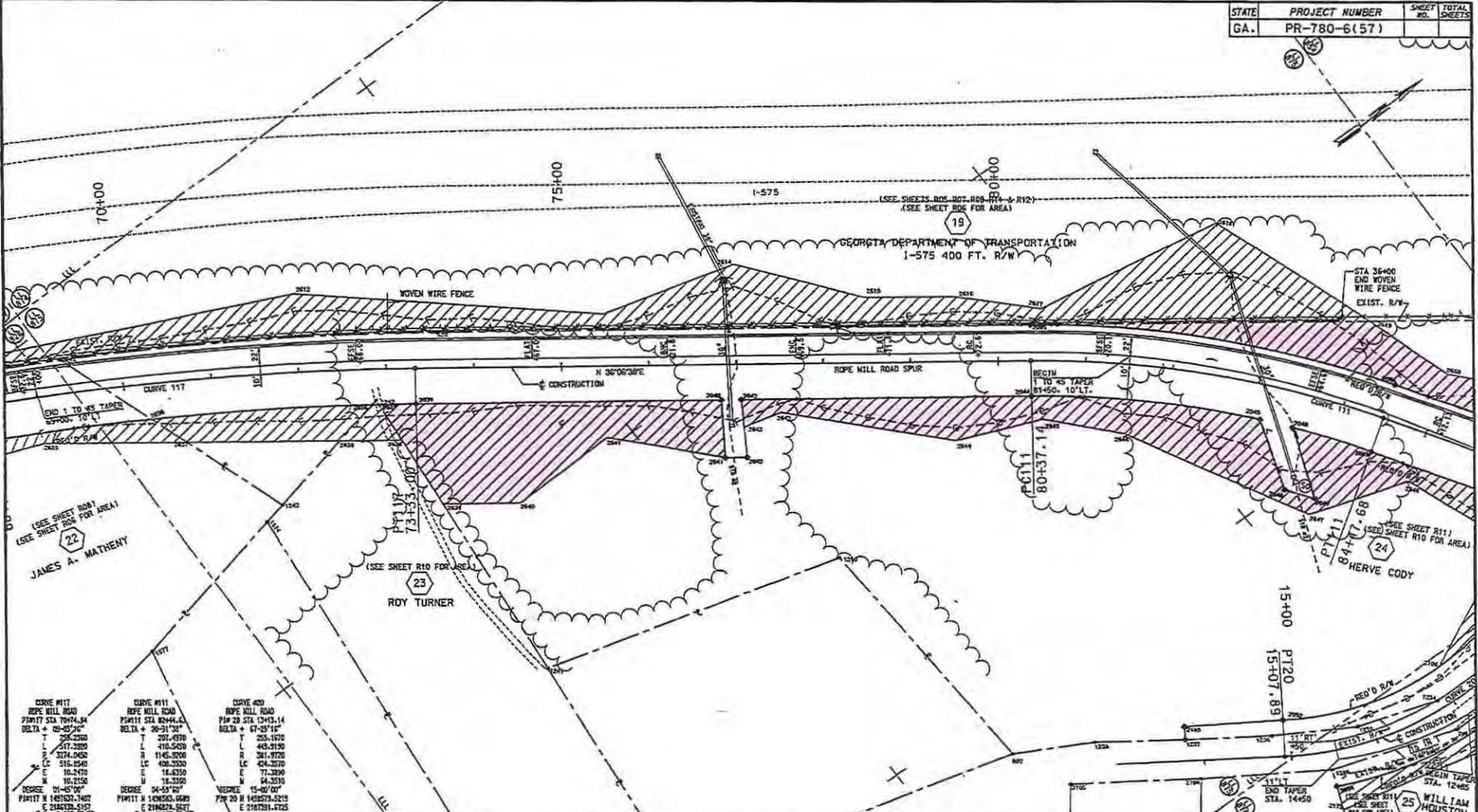
BY: _____

L.B. Ahrens, Jr., Chairman

ATTEST:

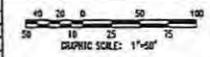
**CHRISTY BLACK, COUNTY CLERK
(SEAL)**

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	PR-780-6(57)		



CURVE #	STATION	DELTA	T	L	P	E	M	BEARING	PIVOT	STATION	DELTA	T	L	P	E	M	BEARING	PIVOT
CURVE #117	ROPE MILL ROAD	PIVOT STA 7074.54	DELTA + 02-03-20"	T 226.2289	L 217.3289	P 3274.0450	E 516.5548	S 10-5710	M 10.2150	BEARING 01-05-00"	PIVOT # 147324.7407	E 2182129.5157	S.E. 40.027 31/27					
CURVE #111	ROPE MILL ROAD	PIVOT STA 8244.6	DELTA + 30-31-20"	T 207.6978	L 410.5039	R 1145.3200	LE 408.5200	E 18.4350	M 18.3380	BEARING 04-03-00"	PIVOT # 140630.1689	E 2182273.5627	S.E. 40.027 31/27					
CURVE #110	ROPE MILL ROAD	PIVOT STA 12413.14	DELTA + 67-23-10"	T 255.1070	L 443.9190	R 381.9720	LE 424.3570	E 77.2890	M 64.3510	BEARING 15-00-00"	PIVOT # 1432573.5218	E 2182781.8725						

R/W LEGEND		DATE	REVISIONS
ELA	BEGIN LIMIT OF ACCESS	12-2-88	DELETED PARCEL NO. 25A
ELA	END LIMIT OF ACCESS		
---	LIMIT OF ACCESS		
---	R/W AND LIMIT OF ACCESS		
---	CONSTRUCTION LIMITS		
---	PROPERTY AND EXISTING R/W LINE		
---	REQUIRED R/W LINE		
[Hatched Box]	EASEMENT FOR CONSTRUCTION		
[Hatched Box]	EASEMENT FOR CONSTRUCTION AND MAINTENANCE		
[Hatched Box]	EASEMENT FOR THE CONSTRUCTION DRIVEWAYS		



LAND LOT NO. 854, 874, 875, 876, 926
 LAND DISTRICT 6 GMD 850

R.K. SHAH & ASSOCIATES, INC.
 ENGINEERS
 TRANSPORTATION / SITE / CIVIL
 1280 WINCHESTER PKWY.
 SUITE 240 SMYRNA, GA. 30080
 TELEPHONE 770/436-5070 FAX 770/436-5410

GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAN
 ROPE MILL ROAD SPUR

DRAWING NUMBER
R09

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	PR-780-6(157)		

PARCEL 23 RED'D R/W R023

PNT OFFSET/DIST	STATION/BEARING	ALIGNMENT
1242 36.88 R	72487.01 S 52 S 84°51'04" E	ROPE MILL ROAD SPUR
2037 42.00 R	72490.03	ROPE MILL ROAD SPUR
ARC LENGTH = 251.78		
CHORD BEAR = N 35°44'04" E		
LNTH CHORD = 251.78 R = 3232.04		
DEG = 01°46'22"		
2038 42.00 R	72482.21	ROPE MILL ROAD SPUR
2037 42.00 R	72490.03	ROPE MILL ROAD SPUR
2036 85.00 R	72485.19	ROPE MILL ROAD SPUR
2035 83.49 R	72482.45	ROPE MILL ROAD SPUR
2034 42.00 R	72482.21	ROPE MILL ROAD SPUR
REDD EASMT AREA = 1684 SF		

PARCEL 24 REDD EASMT E024

PNT OFFSET	STATION	ALIGNMENT
2035 42.00 R	70427.16	ROPE MILL ROAD SPUR
ARC LENGTH = 251.78		
CHORD BEAR = N 35°44'04" E		
LNTH CHORD = 251.78 R = 3232.04		
DEG = 01°46'22"		
2038 42.00 R	72482.21	ROPE MILL ROAD SPUR
2037 42.00 R	72490.03	ROPE MILL ROAD SPUR
2036 85.00 R	72485.19	ROPE MILL ROAD SPUR
2035 83.49 R	72482.45	ROPE MILL ROAD SPUR
2034 42.00 R	72482.21	ROPE MILL ROAD SPUR
REDD EASMT AREA = 1684 SF		

PARCEL 24 REDD EASMT E224

PNT OFFSET	STATION	ALIGNMENT
2037 42.00 R	72490.03	ROPE MILL ROAD SPUR
ARC LENGTH = 42.42		
CHORD BEAR = N 35°44'04" E		
LNTH CHORD = 42.42 R = 3232.04		
DEG = 01°46'22"		
2039 42.00 R	73433.00	ROPE MILL ROAD SPUR
2040 42.00 R	74482.00	ROPE MILL ROAD SPUR
2041 110.00 R	76485.00	ROPE MILL ROAD SPUR
2041 85.00 R	75490.00	ROPE MILL ROAD SPUR
2040 150.00 R	74485.00	ROPE MILL ROAD SPUR
2039 160.00 R	73461.21	ROPE MILL ROAD SPUR
2037 42.00 R	72490.03	ROPE MILL ROAD SPUR
REDD EASMT AREA = 30091 SF		

PARCEL 24 REDD EASMT E324

PNT OFFSET	STATION	ALIGNMENT
2043 42.00 R	77405.00	ROPE MILL ROAD SPUR
2044 42.00 R	80437.14	ROPE MILL ROAD SPUR
ARC LENGTH = 282.85		
CHORD BEAR = N 42°53'56" E		
LNTH CHORD = 282.24 R = 1103.92		
DEG = 05°11'25"		
2045 42.00 R	83410.00	ROPE MILL ROAD SPUR
2046 115.00 R	85400.00	ROPE MILL ROAD SPUR
2047 115.00 R	84400.00	ROPE MILL ROAD SPUR
2048 42.00 R	83450.00	ROPE MILL ROAD SPUR
ARC LENGTH = 94.10		
CHORD BEAR = N 54°11'44" E		
LNTH CHORD = 94.07 R = 1103.92		
DEG = 05°11'25"		
2049 42.00 R	84447.68	ROPE MILL ROAD SPUR
2050 42.00 R	85450.00	ROPE MILL ROAD SPUR
2051 82.01 R	86465.37	ROPE MILL ROAD SPUR
ARC LENGTH = 182.46		
CHORD BEAR = S 13°52'58" E		
LNTH CHORD = 180.28 R = 339.37		
DEG = 16°51'11"		
2706 42.00 L	12490.00	ROPE MILL ROAD TIE
2705 87.00 R	86430.00	ROPE MILL ROAD SPUR
2648 60.00 R	85400.00	ROPE MILL ROAD SPUR
2647 135.00 R	84400.00	ROPE MILL ROAD SPUR
2646 83.00 R	81450.00	ROPE MILL ROAD SPUR
2645 70.00 R	80450.00	ROPE MILL ROAD SPUR
2644 94.00 R	79450.00	ROPE MILL ROAD SPUR
2643 58.00 R	77450.00	ROPE MILL ROAD SPUR
2642 75.00 R	77407.43	ROPE MILL ROAD SPUR
2043 42.00 R	77405.00	ROPE MILL ROAD SPUR
REDD EASMT AREA = 44182 SF		

PARCEL 24 REDD EASMT E424

PNT OFFSET	STATION	ALIGNMENT
2055 42.00 L	80437.80	ROPE MILL ROAD SPUR
2619 104.15 L	84400.00	ROPE MILL ROAD SPUR
2650 75.00 L	85400.00	ROPE MILL ROAD SPUR
2651 130.00 L	86400.00	ROPE MILL ROAD SPUR
2653 105.24 L	89488.57	ROPE MILL ROAD SPUR
1223 85.23 L	89461.54	ROPE MILL ROAD SPUR
2057 42.00 L	89443.44	ROPE MILL ROAD SPUR
2055 42.00 L	84447.68	ROPE MILL ROAD SPUR
ARC LENGTH = 424.90		
CHORD BEAR = S 46°23'26" W		
LNTH CHORD = 422.64 R = 1187.92		
DEG = 04°49'24"		
2055 42.00 L	89437.80	ROPE MILL ROAD SPUR
REDD EASMT AREA = 41532 SF		

PARCEL 24 RED'D R/W R024

PNT OFFSET/DIST	STATION/BEARING	ALIGNMENT
2036 42.00 R	70427.16	ROPE MILL ROAD SPUR
125.16 S	71707.04 N	
524 40.31 L	62432.84	ROPE MILL ROAD SPUR
ARC LENGTH = 429.38		
CHORD BEAR = N 32°53'54" E		
LNTH CHORD = 429.75 R = 3619.72		
DEG = 01°34'54"		
520 42.00 R	67447.19 E	ROPE MILL ROAD SPUR
678.99 N	36°06'38" E	
2053 42.00 R	89437.80	ROPE MILL ROAD SPUR
ARC LENGTH = 424.90		
CHORD BEAR = N 42°23'26" E		
LNTH CHORD = 422.64 R = 1187.92		
DEG = 04°49'24"		

PARCEL 24 REDD EASMT E324

PNT OFFSET	STATION	ALIGNMENT
2056 42.00 L	84447.68	ROPE MILL ROAD SPUR
445.76 S	50°38'15" E	
42.00 L	86465.41	ROPE MILL ROAD SPUR
49.84 S	24°13'38" W	
1230 15.23 S	88461.37	ROPE MILL ROAD SPUR
80.16 S	15°30'02" W	
1231 82.75 S	10497.41	ROPE MILL ROAD TIE
105.20 S	06°36'00" W	
1232 19.65 S	11415.39	ROPE MILL ROAD TIE
101.89 S	04°02'11" E	
1233 3.33 R	12412.36	ROPE MILL ROAD TIE
100.73 S	01°22'24" W	
10.37 S	13445.67	ROPE MILL ROAD TIE
97.07 S	18°50'01" W	
1235 20.56 R	14416.58	ROPE MILL ROAD TIE
99.28 S	32°44'14" W	
1236 24.68 R	15421.40	ROPE MILL ROAD TIE
99.38 S	34°07'32" W	
1237 15.32 R	85°52'28" W	ROPE MILL ROAD TIE
40.00 R	16490.78	ROPE MILL ROAD TIE
1232 20.56 R	14416.58	ROPE MILL ROAD TIE
1234 24.68 R	15421.40	ROPE MILL ROAD TIE
1235 20.56 R	14416.58	ROPE MILL ROAD TIE
1236 24.68 R	15421.40	ROPE MILL ROAD TIE
1237 15.32 R	85°52'28" W	ROPE MILL ROAD TIE
2052 372.04 R	84465.41	ROPE MILL ROAD SPUR
ARC LENGTH = 376.39		
CHORD BEAR = N 02°24'30" E		
LNTH CHORD = 357.46 R = 339.37		
DEG = 16°51'11"		

PARCEL 24 REDD EASMT E424

PNT OFFSET	STATION	ALIGNMENT
2051 42.00 R	86465.37	ROPE MILL ROAD SPUR
2050 42.00 R	85450.00	ROPE MILL ROAD SPUR
2049 42.00 R	84447.68	ROPE MILL ROAD SPUR
2048 42.00 R	83450.00	ROPE MILL ROAD SPUR
2047 115.00 R	84400.00	ROPE MILL ROAD SPUR
2046 115.00 R	83450.00	ROPE MILL ROAD SPUR
2045 42.00 R	83450.00	ROPE MILL ROAD SPUR
2044 42.00 R	82450.00	ROPE MILL ROAD SPUR
2043 42.00 R	81450.00	ROPE MILL ROAD SPUR
2042 75.00 R	77407.43	ROPE MILL ROAD SPUR
2041 42.00 R	77405.00	ROPE MILL ROAD SPUR
REDD EASMT AREA = 41882 SF		

PARCEL 24 REDD EASMT E424

PNT OFFSET	STATION	ALIGNMENT
2044 42.00 R	80437.14	ROPE MILL ROAD SPUR
2043 42.00 R	77405.00	ROPE MILL ROAD SPUR
2042 110.00 R	77418.00	ROPE MILL ROAD SPUR
2041 110.00 R	76485.00	ROPE MILL ROAD SPUR
2040 42.00 R	76482.00	ROPE MILL ROAD SPUR
2039 42.00 R	75490.00	ROPE MILL ROAD SPUR
ARC LENGTH = 42.42		
CHORD BEAR = S 35°44'04" W		
LNTH CHORD = 42.42 R = 3232.04		
DEG = 01°46'22"		
2037 42.00 R	72490.03	ROPE MILL ROAD SPUR
5.32 N	84°51'04" E	
1242 36.88 R	72487.01	ROPE MILL ROAD SPUR
6.38 S	11°33'56" E	
2038 42.00 R	72482.21	ROPE MILL ROAD SPUR
ARC LENGTH = 251.78		
CHORD BEAR = S 35°44'04" W		
LNTH CHORD = 251.72 R = 3232.04		
DEG = 01°46'22"		
2035 42.00 R	70427.16	ROPE MILL ROAD SPUR
REDD R/W = 17592.0 SF		
REDD R/W = 4.13 ACRES		
REMAINDER = 47-11.1 ACRES		

PARCEL 25 RED'D R/W R025

PNT OFFSET/DIST	STATION/BEARING	ALIGNMENT
2053 42.00 L	11400.05	ROPE MILL ROAD TIE
ARC LENGTH = 305.53		
CHORD BEAR = S 05°37'15" W		
LNTH CHORD = 295.75 R = 423.57		
DEG = 13°30'51"		
2054 42.00 L	14465.87	ROPE MILL ROAD TIE
20-29 N	68°41'25" W	
1580 21.79 L	14465.87	ROPE MILL ROAD TIE
153.05 N	18°35'32" E	
296 29.55 S	15433.95	ROPE MILL ROAD TIE
105.00 N	01°25'35" E	
295 36.48 L	12416.95	ROPE MILL ROAD TIE
40.61 N	04°30'21" W	
2053 42.00 L	11400.05	ROPE MILL ROAD TIE
REDD R/W = 4595.6 SF		
REDD R/W = 1.11 ACRES		
REMAINDER = 47-5.47 ACRES		

PARCEL 25 REDD EASMT E025

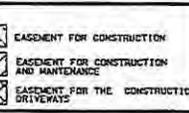
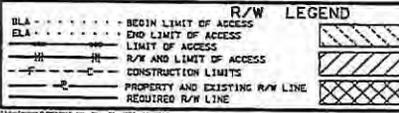
PNT OFFSET	STATION	ALIGNMENT
294 57.39 L	11427.42	ROPE MILL ROAD TIE
1663 96.37 L	10475.00	ROPE MILL ROAD TIE
2707 82.00 L	12450.00	ROPE MILL ROAD TIE
2172 70.00 L	14453.50	ROPE MILL ROAD TIE
2054 42.00 L	14465.87	ROPE MILL ROAD TIE
ARC LENGTH = 305.53		
CHORD BEAR = N 05°37'15" E		
LNTH CHORD = 295.75 R = 423.57		
DEG = 13°30'51"		
2053 42.00 L	11400.05	ROPE MILL ROAD TIE
294 57.39 L	11427.42	ROPE MILL ROAD TIE
REDD EASMT AREA = 10903 SF		

PARCEL 26 RED'D R/W R026

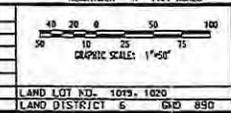
PNT OFFSET/DIST	STATION/BEARING	ALIGNMENT
2058 42.00 R	88448.17	ROPE MILL ROAD SPUR
293 34.06 N	12°58'02" E	
112.70 N	24°10'58" E	
42.00 R	89461.37	ROPE MILL ROAD SPUR
104.56 S	58°58'15" W	
2060 42.00 R	90472.87	ROPE MILL ROAD SPUR
136.55 S	75°47'31" E	
2148 56.79 R	91465.00	ROPE MILL ROAD SPUR
31.21 S	33°21'45" E	
2147 90.00 R	91465.00	ROPE MILL ROAD SPUR
30.00 S	58°58'15" W	
2146 90.00 R	91465.00	ROPE MILL ROAD SPUR
48.00 R	33°21'45" E	
2145 42.00 R	88448.17	ROPE MILL ROAD SPUR
286.53 S	56°38'15" W	
2058 42.00 R	88448.17	ROPE MILL ROAD SPUR
REDD R/W = 18755.1 SF		
REDD R/W = 0.43 ACRES		
REMAINDER = 47-39.1 ACRES		

PARCEL 26 REDD EASMT E026

PNT OFFSET	STATION	ALIGNMENT
2058 42.00 R	88448.17	ROPE MILL ROAD SPUR
2145 42.00 R	91465.00	ROPE MILL ROAD SPUR
2146 90.00 R	91465.00	ROPE MILL ROAD SPUR
2147 90.00 R	91465.00	ROPE MILL ROAD SPUR
2148 56.79 R	91465.00	ROPE MILL ROAD SPUR
2060 42.00 R	90472.87	ROPE MILL ROAD SPUR
2059 135.00 R	90450.00	ROPE MILL ROAD SPUR
2065 80.00 R	90450.00	ROPE MILL ROAD SPUR
2064 60.00 R	90400.00	ROPE MILL ROAD SPUR
2063 50.00 R	88429.31	ROPE MILL ROAD SPUR
2058 42.00 R	88448.17	ROPE MILL ROAD SPUR
REDD EASMT AREA = 14057 SF		



DATE	REVISIONS
12/01/95	DELIVER PARCEL NO. 25/E

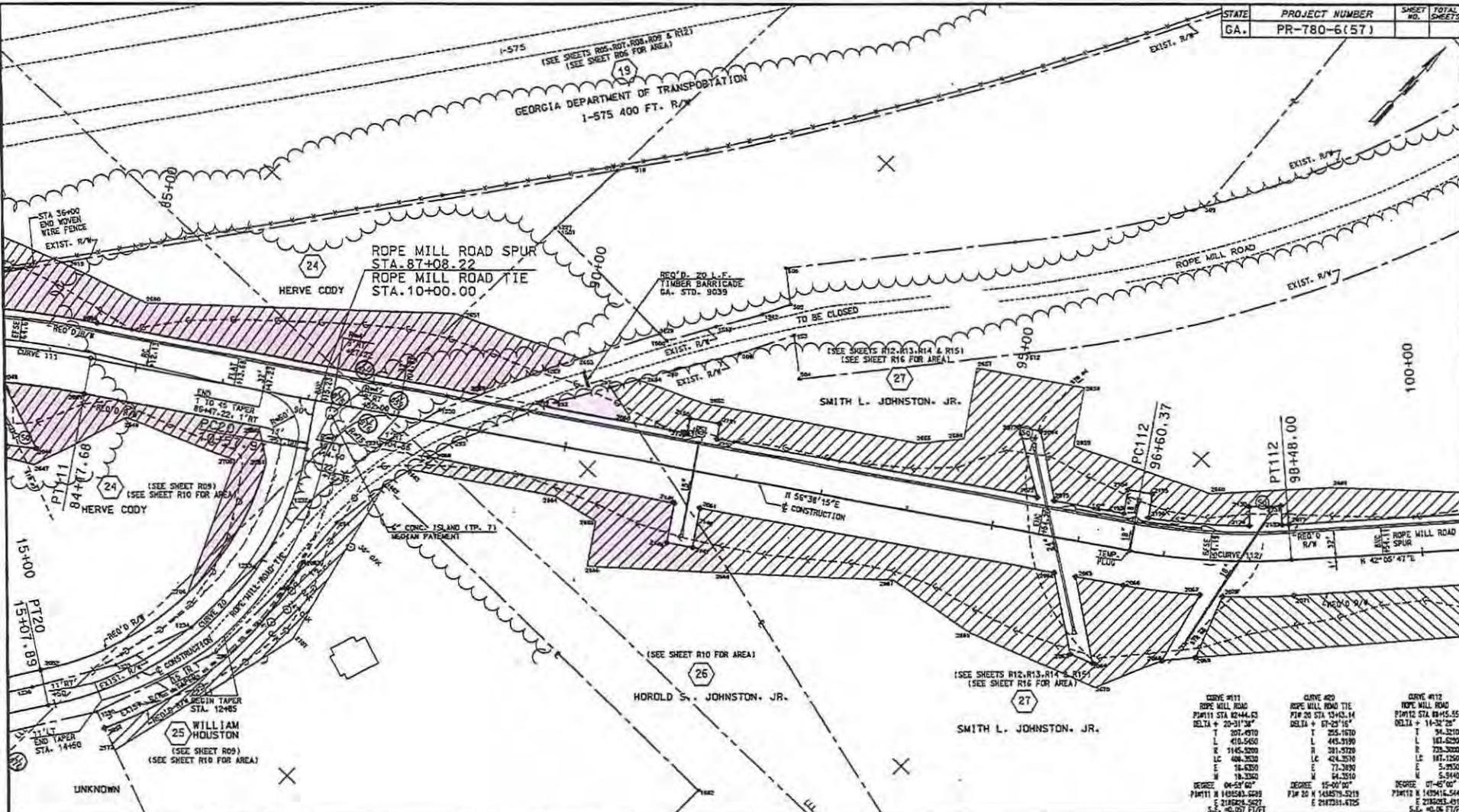


R.K. SHAH & ASSOCIATES, INC.
 ENGINEERS
 TRANSPORTATION / SITE / CIVIL
 1280 WINCHESTER PKWY.
 SUITE 240 SMYRNA, GA. 30080
 TELEPHONE 770/436-5070 FAX 770/436-5410

GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAN
 ROPE MILL ROAD SPUR
 DRAWING NUMBER
R10

2 OF 3

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	PR-780-6(57)		57



CURVE #111 ROPE MILL ROAD PVI STA 82+44.53 DELTA = 20-31'30" T 307.4910 L 410.5450 E 1145.3200 LC 408.3530 E 16.4330 W 18.3340 DEGREE 04-53'40" PVI STA 140543.6518 E 218224.5227 S.E. 40.031' PL/PT	CURVE #112 ROPE MILL ROAD TIE PVI STA 13+43.14 DELTA = 57-29'15" T 255.1610 L 445.3190 E 381.5728 LC 424.3518 E 75.3090 W 64.3510 DEGREE 15-00'00" PVI STA 140516.5448 E 218205.4118 S.E. 40.031' PL/PT	CURVE #112 ROPE MILL ROAD PVI STA 88+55.55 DELTA = 14-32'20" T 94.3210 L 161.6290 E 729.3020 LC 167.1260 E 5.8530 W 5.5140 DEGREE 07-45'00" PVI STA 140516.5448 E 218205.4118 S.E. 40.031' PL/PT
---	--	---

R/W LEGEND	
BLA - - - - -	BEGIN LIMIT OF ACCESS
ELA - - - - -	END LIMIT OF ACCESS
---	LIMIT OF ACCESS
---	R/W AND LIMIT OF ACCESS
---	CONSTRUCTION LIMITS
---	PROPERTY AND EXISTING R/W LINE
---	REQUIRED R/W LINE
[Hatched Box]	EASEMENT FOR CONSTRUCTION
[Hatched Box]	EASEMENT FOR CONSTRUCTION AND MAINTENANCE
[Hatched Box]	EASEMENT FOR THE CONSTRUCTION DRIVEWAYS

DATE	REVISIONS
12-3-28	COLLECTED PARCEL NO. 853

40 20 0 20 100
 GRAPHIC SCALE: 1"=50'
 LAND LOT NO. 853-854-875-876
 LAND DISTRICT 6 GMD 850

R.K. SHAH & ASSOCIATES, INC.
 ENGINEERS
 TRANSPORTATION / SITE / CIVIL
 1280 WINCHESTER PKWY.
 SUITE 240 SMYRNA, GA. 30080
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GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAN
 ROPE MILL ROAD SPUR
 DRAWING NUMBER
 R11

3 of 3

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

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

DEED OF ABANDONMENT

THIS INDENTURE, dated and effective as of the ____ day of _____, 2014, between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, as party of the first part (hereinafter referred to as "Grantor"), and **ATLANTA OUTLET OUTPARCELS, LLC**, as party of the second part (hereinafter referred to collectively as "Grantee")(the words "Grantor" and "Grantee" to include the respective heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits);

WITNESSETH:

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

All those portions of land depicted as Permanent Easement for Construction and Maintenance on Parcel 24 and 26 of the construction plans for the Rope Mill Road Spur, designed by R.K. Shah and Associates, and being located in Land Lots 853, 854, 874, 875 and 876 of the 15th District, 2nd Section of Cherokee County Georgia being more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

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

This deed is given pursuant to that certain Resolution of Road Abandonment duly adopted by the Cherokee County Board of Commissioners, Georgia, at a public meeting following a public hearing thereon, held on the 15th day of July 2014, it being determined that said road has ceased to be used by the public to the extent that no substantial public purpose is served thereby.

This deed is also given to divest the Grantor of any interest it may ever have acquired in said property to make a right of way for a county maintained road.

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

GRANTOR: CHEROKEE COUNTY

Signed, sealed and delivered
in the presence of:

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

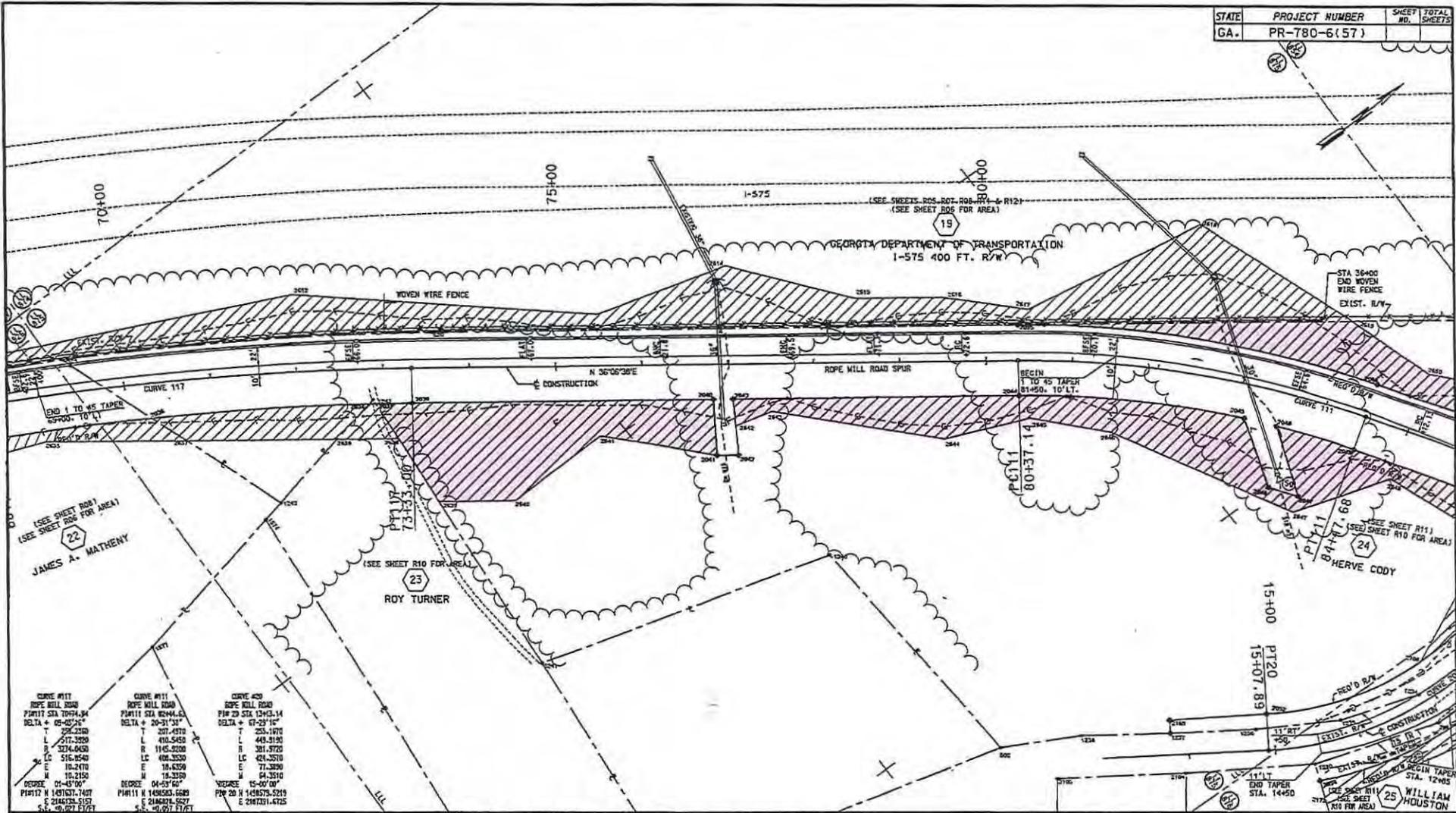
Unofficial Witness

Attest: _____
Christy Black, County Clerk

[COUNTY SEAL]

Notary Public
My Commission Expires: _____
(NOTARIAL SEAL)

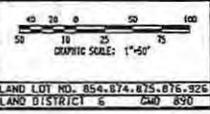
STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	PR-780-6(57)		



CURVE #111	CURVE #111	CURVE #20
ROPE MILL ROAD	ROPE MILL ROAD	ROPE MILL ROAD
PIR117 STA 1094.84	PIR111 STA 8244.6	PIR 20 STA 1243.14
DELTA + 65-02'26"	DELTA + 20-31'33"	DELTA + 67-23'16"
T 294.2280	T 207.4970	T 253.1970
L 277.3280	L 410.5450	L 443.9190
R 3274.0420	R 1145.9200	R 381.5720
LC 516.0540	LC 606.3230	LC 424.2570
E 10.2470	E 10.6250	E 77.2830
N 10.2150	N 15.3230	N 64.2010
DEGREE 01-43'00"	DEGREE 04-43'40"	DEGREE 15-00'00"
PIR117 N 1497037.7407	PIR111 N 1498503.6689	PIR 20 N 1498573.5219
E CHANGEL 2157	E CHANGEL 6277	E CHANGEL 4725
S 1/2 20.021 E/1/2	S 1/2 20.021 E/1/2	S 1/2 20.021 E/1/2

R/W LEGEND	
DLA	BEGIN LIMIT OF ACCESS
ELA	END LIMIT OF ACCESS
---	R/W AND LIMIT OF ACCESS
- - - - -	CONSTRUCTION LIMITS
- - - - -	PROPERTY AND EXISTING R/W LINE
- - - - -	REQUIRED R/W LINE
[Hatched Box]	EASEMENT FOR CONSTRUCTION
[Hatched Box]	EASEMENT FOR CONSTRUCTION AND MAINTENANCE
[Hatched Box]	EASEMENT FOR THE CONSTRUCTION DRIVEWAYS

DATE	REVISIONS
12-9-88	COLLECTED PARCEL NO. ESR



R.K. SHAH & ASSOCIATES, INC.
 ENGINEERS
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GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAN
 ROPE MILL ROAD SPUR

DRAWING NUMBER
 RO9

EXHIBIT 'A'

1 OF 3

PARCEL 23 RECD R/W R023

PNT OFFSET/DIST	STATION/BEARING	ALIGNMENT
1242 36.88 R	72487.01	ROPE MILL ROAD SPUR
4.52 S	84°51'04" E	
2037 42.00 R	72490.03	ROPE MILL ROAD SPUR
ARC LENGTH = 7.72		
CHORD BEAR = S 35°17'24" W		
LNTH CHORD = 3232.04		
DEG = 01°46'29" E		
2038 42.00 R	72492.21	ROPE MILL ROAD SPUR
6.58 R	11°53'56" W	
1242 36.88 R	72487.01	ROPE MILL ROAD SPUR
RECD R/W = 0.0065 ACRES		
REMAINDER = 4/- 2.58 ACRES		

PARCEL 23 RECD EASMT E023

PNT OFFSET	STATION	ALIGNMENT
2038 42.00 R	72482.21	ROPE MILL ROAD SPUR
2037 42.00 R	72490.03	ROPE MILL ROAD SPUR
2036 85.00 R	72495.19	ROPE MILL ROAD SPUR
2035 83.49 R	72482.45	ROPE MILL ROAD SPUR
2034 42.00 R	72482.21	ROPE MILL ROAD SPUR
RECD EASMT AREA = 7684 SF		

PARCEL 24 RECD EASMT E024

PNT OFFSET	STATION	ALIGNMENT
2035 42.00 R	70427.16	ROPE MILL ROAD SPUR
ARC LENGTH = 25.71		
CHORD BEAR = N 32°09'24" E		
LNTH CHORD = 3232.04		
DEG = 01°46'29" E		
2038 42.00 R	72482.21	ROPE MILL ROAD SPUR
2036 83.49 R	72482.45	ROPE MILL ROAD SPUR
2037 73.17 R	72495.19	ROPE MILL ROAD SPUR
2035 42.00 R	72482.21	ROPE MILL ROAD SPUR
RECD EASMT AREA = 7862 SF		

PARCEL 24 RECD EASMT E224

PNT OFFSET	STATION	ALIGNMENT
2037 42.00 R	72490.03	ROPE MILL ROAD SPUR
ARC LENGTH = 42.47		
CHORD BEAR = N 35°44'04" E		
LNTH CHORD = 3232.04		
DEG = 01°46'29" E		
2039 42.00 R	73433.00	ROPE MILL ROAD SPUR
2040 42.00 R	76482.00	ROPE MILL ROAD SPUR
2041 110.00 R	76485.00	ROPE MILL ROAD SPUR
2042 85.00 R	75450.00	ROPE MILL ROAD SPUR
2040 180.00 R	74450.00	ROPE MILL ROAD SPUR
2039 160.00 R	73461.71	ROPE MILL ROAD SPUR
2037 42.00 R	72490.03	ROPE MILL ROAD SPUR
RECD EASMT AREA = 30091 SF		

PARCEL 24 RECD EASMT E324

PNT OFFSET	STATION	ALIGNMENT
2043 42.00 R	77405.00	ROPE MILL ROAD SPUR
2044 42.00 R	80437.14	ROPE MILL ROAD SPUR
ARC LENGTH = 262.86		
CHORD BEAR = N 42°55'56" E		
LNTH CHORD = 1103.52		
DEG = 05°11'25" E		
2045 42.00 R	83410.00	ROPE MILL ROAD SPUR
2046 115.00 R	83460.00	ROPE MILL ROAD SPUR
2047 115.00 R	84400.00	ROPE MILL ROAD SPUR
2048 42.00 R	83450.00	ROPE MILL ROAD SPUR
ARC LENGTH = 94.10		
CHORD BEAR = N 54°11'44" E		
LNTH CHORD = 1103.52		
DEG = 05°11'25" E		
2049 42.00 R	84447.68	ROPE MILL ROAD SPUR
2050 42.00 R	86450.00	ROPE MILL ROAD SPUR
2051 82.01 R	86465.37	ROPE MILL ROAD SPUR
ARC LENGTH = 182.46		
CHORD BEAR = S 13°55'58" E		
LNTH CHORD = 339.57		
DEG = 16°51'11" E		
2706 42.00 L	12490.00	ROPE MILL ROAD TIE
2705 37.00 R	85430.00	ROPE MILL ROAD SPUR
2649 60.00 R	85400.00	ROPE MILL ROAD SPUR
2647 135.00 R	84400.00	ROPE MILL ROAD SPUR
2646 83.00 R	81450.00	ROPE MILL ROAD SPUR
2645 70.00 R	80450.00	ROPE MILL ROAD SPUR
2644 94.00 R	79450.00	ROPE MILL ROAD SPUR
2643 58.00 R	77450.00	ROPE MILL ROAD SPUR
2642 75.00 R	77497.43	ROPE MILL ROAD SPUR
2043 42.00 R	77405.00	ROPE MILL ROAD SPUR
RECD EASMT AREA = 44182 SF		

PARCEL 24 RECD EASMT E424

PNT OFFSET	STATION	ALIGNMENT
2055 42.00 L	80437.80	ROPE MILL ROAD SPUR
2619 104.15 L	64400.00	ROPE MILL ROAD SPUR
2650 75.00 L	88400.00	ROPE MILL ROAD SPUR
2651 130.00 L	88450.00	ROPE MILL ROAD SPUR
2653 105.24 L	88498.57	ROPE MILL ROAD SPUR
1223 85.23 L	83461.54	ROPE MILL ROAD SPUR
2057 42.00 L	88483.44	ROPE MILL ROAD SPUR
2056 42.00 L	84447.68	ROPE MILL ROAD SPUR
ARC LENGTH = 421.30		
CHORD BEAR = S 46°23'26" W		
LNTH CHORD = 1187.52		
DEG = 04°49'24" E		
2055 42.00 L	80437.80	ROPE MILL ROAD SPUR
RECD EASMT AREA = 41552 SF		

PARCEL 24 RECD R/W R024

PNT OFFSET/DIST	STATION/BEARING	ALIGNMENT
2036 42.00 R	76427.16	ROPE MILL ROAD SPUR
125.16 S	71°03'04" E	
524 43.71 L	65429.84	ROPE MILL ROAD SPUR
ARC LENGTH = 423.38		
CHORD BEAR = N 32°15'13" E		
LNTH CHORD = 423.71 R = 3519.72		
DEG = 01°34'58" E		
520 0.00 L	67°47'18" E	ROPE MILL ROAD SPUR
678.93 R	35°06'38" E	
2055 42.00 L	80437.80	ROPE MILL ROAD SPUR
ARC LENGTH = 424.34		
CHORD BEAR = N 46°23'25" E		
LNTH CHORD = 422.64 R = 1187.52		
DEG = 04°49'24" E		
2056 42.00 L	84447.68	ROPE MILL ROAD SPUR
445.76 N	56°38'15" E	
2057 42.00 L	88483.44	ROPE MILL ROAD SPUR
43.84 S	24°13'38" W	
1230 15.23 L	86451.37	ROPE MILL ROAD SPUR
80.16 S	15°32'03" W	
1231 80.16 S	10437.41	ROPE MILL ROAD TIE
106.30 S	06°36'00" W	
1232 13.43 L	11445.39	ROPE MILL ROAD TIE
101.45 S	04°02'14" E	
1233 3.35 R	12443.38	ROPE MILL ROAD TIE
100.78 S	01°32'54" W	
1234 37.01 R	13443.38	ROPE MILL ROAD TIE
37.01 S	18°58'07" W	
1235 20.58 R	14446.58	ROPE MILL ROAD TIE
82.73 L	30°54'21" E	
1236 34.68 R	15449.10	ROPE MILL ROAD TIE
58.38 S	34°07'32" W	
1237 24.48 R	16440.78	ROPE MILL ROAD TIE
53.28 S	52°28'28" E	
2169 40.00 R	16420.78	ROPE MILL ROAD TIE
112.30 R	33°06'38" E	
2052 32.44 R	16420.78	ROPE MILL ROAD SPUR
ARC LENGTH = 376.38		
CHORD BEAR = N 02°24'32" E		
LNTH CHORD = 351.97		
DEG = 16°51'11" E		
2051 82.01 R	86465.37	ROPE MILL ROAD SPUR
42.46 S	54°02'28" E	
2050 42.00 R	86450.00	ROPE MILL ROAD SPUR
202.32 S	58°38'15" E	
2048 42.00 R	84447.68	ROPE MILL ROAD SPUR
ARC LENGTH = 34.19		
CHORD BEAR = S 54°11'44" W		
LNTH CHORD = 1103.52		
DEG = 05°11'25" E		
2048 42.00 R	82450.00	ROPE MILL ROAD SPUR
85.58 S	69°32'28" E	
2047 115.00 R	84400.00	ROPE MILL ROAD SPUR
35.38 S	53°15'13" W	
2046 115.00 R	83460.00	ROPE MILL ROAD SPUR
36.58 R	71°32'28" W	
2045 42.00 R	83410.00	ROPE MILL ROAD SPUR
2045 42.00 R	83410.00	ROPE MILL ROAD SPUR
ARC LENGTH = 282.24 R = 1183.52		
CHORD BEAR = S 42°55'56" W		
LNTH CHORD = 282.24 R = 1183.52		
DEG = 09°11'25" E		
2044 42.00 R	80437.14	ROPE MILL ROAD SPUR
332.14 S	38°06'38" W	
2043 42.00 R	77405.00	ROPE MILL ROAD SPUR
63.18 S	58°05'42" E	
2042 110.00 R	77410.00	ROPE MILL ROAD SPUR
110.00 R	84400.00	
2041 110.00 R	76485.00	ROPE MILL ROAD SPUR
68.07 R	58°24'56" W	
2040 42.00 R	76482.00	ROPE MILL ROAD SPUR
305.00 S	38°06'38" W	
2039 42.00 R	73433.00	ROPE MILL ROAD SPUR
ARC LENGTH = 42.42		
CHORD BEAR = S 37°44'04" W		
LNTH CHORD = 42.42 R = 3232.04		
DEG = 01°45'22" E		
2037 42.00 R	72490.03	ROPE MILL ROAD SPUR
5.92 R	84°51'04" W	
1242 36.88 R	72487.01	ROPE MILL ROAD SPUR
6.58 R	11°53'56" W	
2038 42.00 R	72482.21	ROPE MILL ROAD SPUR
ARC LENGTH = 251.78		
CHORD BEAR = S 32°53'21" W		
LNTH CHORD = 3232.04		
DEG = 01°45'22" E		
2036 42.00 R	70427.16	ROPE MILL ROAD SPUR
RECD R/W = 17932.0 SF		
RECD R/W = 4.13 ACRES		
REMAINDER = 4/- 11.1 ACRES		

PARCEL 25 RECD R/W R025

PNT OFFSET/DIST	STATION/BEARING	ALIGNMENT
2053 42.00 L	11480.05	ROPE MILL ROAD TIE
ARC LENGTH = 305.83		
CHORD BEAR = S 05°37'15" W		
LNTH CHORD = 298.33 R = 423.97		
DEG = 15°30'51" W		
2054 42.00 L	14495.67	ROPE MILL ROAD TIE
20.25 N	88°41'56" W	
1580 21.39 N	14487.34	ROPE MILL ROAD TIE
153.05 N	18°35'32" E	
295 25.55 N	15417.25	ROPE MILL ROAD TIE
102.00 N	01°25'35" E	
295 36.48 N	12416.35	ROPE MILL ROAD TIE
40.51 N	04°30'21" W	
2053 42.00 L	11480.05	ROPE MILL ROAD TIE
RECD R/W = 0.11 ACRES		
REMAINDER = 4/- 5.47 ACRES		

PARCEL 25 RECD EASMT E025

PNT OFFSET	STATION	ALIGNMENT
294 57.39 L	11427.42	ROPE MILL ROAD TIE
1663 96.37 L	10479.00	ROPE MILL ROAD TIE
2707 82.00 L	12450.00	ROPE MILL ROAD TIE
2172 70.00 L	14453.60	ROPE MILL ROAD TIE
2054 42.00 L	14455.67	ROPE MILL ROAD TIE
ARC LENGTH = 305.33		
CHORD BEAR = N 05°37'15" E		
LNTH CHORD = 299.33 R = 423.97		
DEG = 13°30'51" W		
2053 42.00 L	11480.05	ROPE MILL ROAD TIE
294 57.39 L	11427.42	ROPE MILL ROAD TIE
RECD EASMT AREA = 10903 SF		

PARCEL 26 RECD R/W R026

PNT OFFSET/DIST	STATION/BEARING	ALIGNMENT
2058 42.00 R	88448.17	ROPE MILL ROAD SPUR
293 16.48 R	12°58'00" E	
112.70 R	24°10'58" E	
2059 42.00 L	83461.91	ROPE MILL ROAD SPUR
2060 42.00 R	86451.37	ROPE MILL ROAD SPUR
126.55 S	75°47'31" E	
2148 31.23 S	91°45'20" E	
2147 90.00 R	58°38'15" E	
30.00 S	58°38'15" W	
2146 90.00 R	91°45'20" E	
2145 45.00 R	33°21'45" W	
2058 42.00 R	88448.17	ROPE MILL ROAD SPUR
RECD R/W = 0.43 ACRES		
REMAINDER = 4/- 99.1 ACRES		

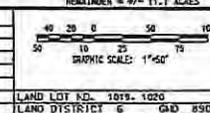
PARCEL 26 RECD EASMT E026

PNT OFFSET	STATION	ALIGNMENT
2058 42.00 R	88448.17	ROPE MILL ROAD SPUR
2145 42.00 R	91465.00	ROPE MILL ROAD SPUR
2146 90.00 R	91435.00	ROPE MILL ROAD SPUR
2147 90.00 R	91465.00	ROPE MILL ROAD SPUR
2148 55.78 R	91465.00	ROPE MILL ROAD SPUR
2058 111.67 R	82413.33	ROPE MILL ROAD SPUR
2056 135.00 R	80450.00	ROPE MILL ROAD SPUR
2054 80.00 R	80400.00	ROPE MILL ROAD SPUR
2063 60.00 R	88429.21	ROPE MILL ROAD SPUR
2058 42.00 R	88448.17	ROPE MILL ROAD SPUR
RECD EASMT AREA = 14057 SF		

R/W LEGEND

BLA	BOTH LIMIT OF ACCESS		EASEMENT FOR CONSTRUCTION
ELA	END LIMIT OF ACCESS		EASEMENT FOR CONSTRUCTION AND MAINTENANCE
—	LIMIT OF ACCESS		
—	R/W AND LIMIT OF ACCESS		
—	CONSTRUCTION LIMITS		
—	PROPERTY AND EXISTING R/W LINE		
—	REQUIRED R/W LINE		
—			EASEMENT FOR THE CONSTRUCTION DRIVERS

DATE	REVISIONS
(DD/MY/YY)	(DELTERED PARCEL NO. 25/1)



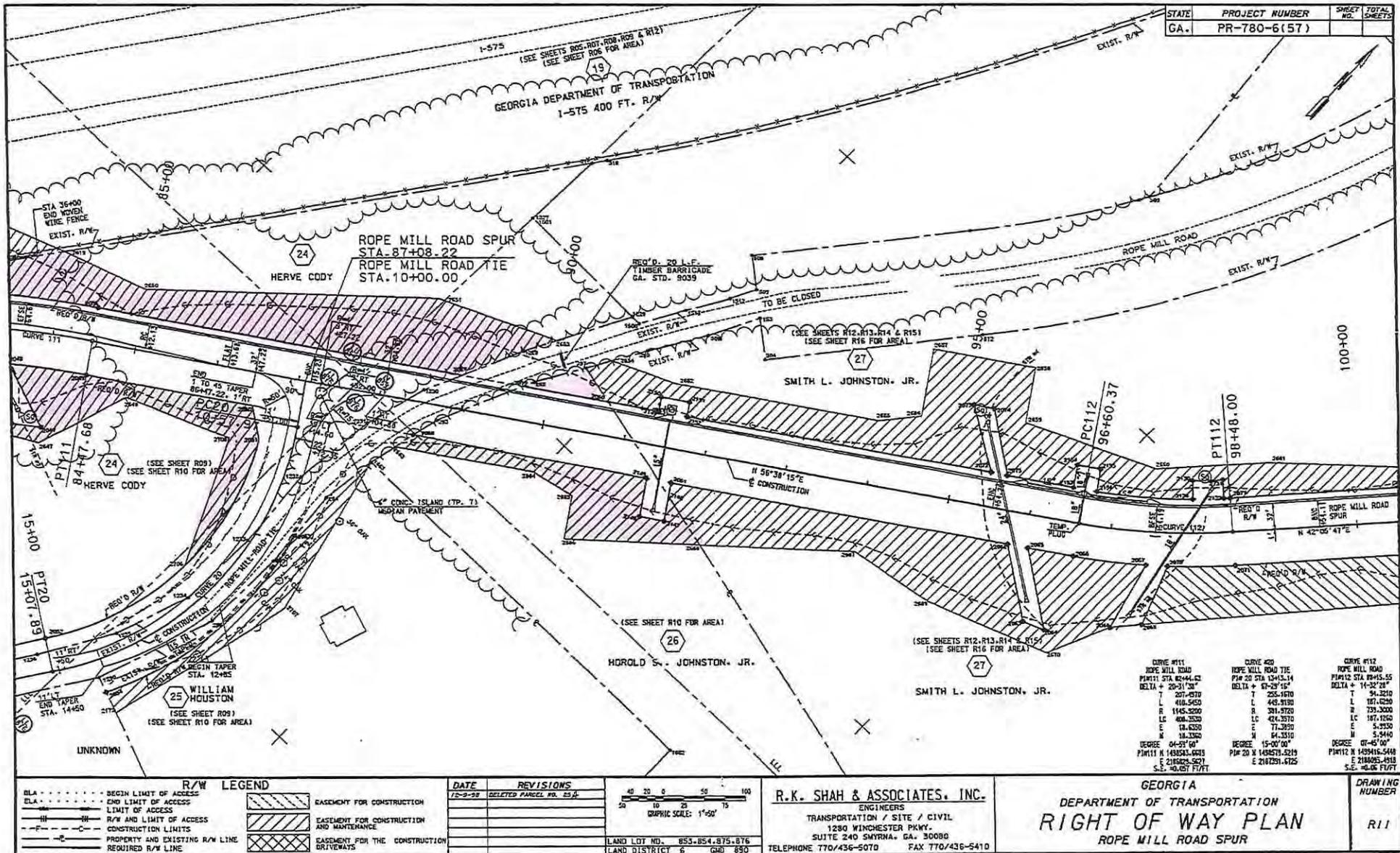
R.K. SHAH & ASSOCIATES, INC.
 ENGINEERS
 TRANSPORTATION / SITE / CIVIL
 1200 WINCHESTER PKWY.
 SUITE 240 SMYRNA, GA. 30080
 TELEPHONE 770/436-5070 FAX 770/436-5410

GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAN
 ROPE MILL ROAD SPUR

DRAWING NUMBER
 R10

EXHIBIT "A"

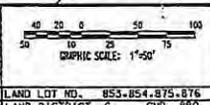
2 OF 3



STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	PR-780-6(57)		

R/W LEGEND	
--- (dashed line)	BEGIN LIMIT OF ACCESS
--- (dotted line)	END LIMIT OF ACCESS
--- (dash-dot line)	LIMIT OF ACCESS
--- (solid line)	R/W AND LIMIT OF ACCESS
--- (dashed line)	CONSTRUCTION LIMITS
--- (solid line)	PROPERTY AND EXISTING R/W LINE
--- (dashed line)	REQUIRED R/W LINE
[Hatched Box]	EASEMENT FOR CONSTRUCTION
[Diagonal Lines Box]	EASEMENT FOR CONSTRUCTION AND MAINTENANCE
[Cross-hatched Box]	EASEMENT FOR THE CONSTRUCTION DRIVEWAYS

DATE	REVISIONS
12-9-28	DELETED PARCEL NO. 25 B



R.K. SHAH & ASSOCIATES, INC.
 ENGINEERS
 TRANSPORTATION / SITE / CIVIL
 1280 WINCHESTER PKWY.
 SUITE 240 SMYRNA, GA. 30080
 TELEPHONE 770/436-5070 FAX 770/436-5410

GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAN
 ROPE MILL ROAD SPUR
 DRAWING NUMBER
 R11

CURVE #111	CURVE #112	CURVE #112
ROPE MILL ROAD	ROPE MILL ROAD TIE	ROPE MILL ROAD
PT111 STA 82+44.62	PT112 STA 13+43.14	PT112 STA 13+43.14
DELTA = 20°31'58"	DELTA = 67°29'15"	DELTA = 11°32'28"
T 207.4970	T 225.1670	T 34.2210
L 410.5450	L 445.9190	L 107.0230
R 1145.5000	R 201.5720	R 725.3000
LC 604.3530	LC 424.5710	LC 187.1030
E 13.6330	E 77.3850	E 5.2530
N 18.3320	N 64.3310	N 5.5440
DEGREE 04-25'00"	DEGREE 15-00'00"	DEGREE 07-45'00"
PT111 N 1493043.6013	PT112 N 1494579.5219	PT112 N 149416.5448
E 2185025.5071	E 2182291.6725	E 2188095.4918
S.E. 40.651 FT		S.E. 40.651 FT

EXHIBIT 'A'

3 OF 3



Department of Planning and Land Use
1130 Bluffs Pkwy • Canton, GA 30114 • (678) 493-6101

DATE: July 9, 2014

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

FROM: Vicki Taylor Lee, Zoning Administrator

RE: Recommendation of Planning Commission

Zoning Case:

CASE NUMBER	: 14-07-014
APPLICANT	: Terry Dickerson
ZONING CHANGE	: LI to GC
LOCATION	: 12159 Cumming Highway
MAP & PARCEL NUMBER	: 03N23, part of 149A and part of 196
ACRES	: 1.12
PROPOSED DEVELOPMENT	: Car Lot
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Community Village

As a result of the public hearing held on July 1, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-07-014 Terry Dickerson to rezone from LI (Light Industrial) to GC (General Commercial) on 1.12 acres for a used car lot.

CASE NUMBER	: 14-07-015
APPLICANT	: ABF Horizon, LLC
ZONING CHANGE	: R-40 to GC
LOCATION	: 2618 and 2620 Cumming Highway
MAP & PARCEL NUMBER	: 14N23C, 028 and 028D
ACRES	: 1.67
PROPOSED DEVELOPMENT	: Retail
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Neighborhood Village

As a result of the public hearing held on July 1, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-07-015 ABF Horizon, LLC to rezone from R-40 (Residential) to GC (General Commercial) on 1.67 acres for a retail development.

CASE NUMBER	: 14-07-016
APPLICANT	: ABF Horizon, LLC and Benjamin Key
ZONING CHANGE	: R-40 to GC
LOCATION	: 211 and 215 Key Drive
MAP & PARCEL NUMBER	: 14N23C, 029A and 029D
ACRES	: 2.56
PROPOSED DEVELOPMENT	: Retail/Office
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Neighborhood Village

As a result of the public hearing held on July 1, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-07-016 ABF Horizon, LLC and Benjamin Key to rezone from R-40 (Residential) to GC (General Commercial) on 2.56 acres for a retail/office development.

**RESOLUTION NO. 2014- R-
CASE # 14-07-014
APPLICANT: Terry Dickerson, LLC**

A resolution concerning the following described property:

1.12 acres located in Land Lots 964 and 965 of the 3rd District, 2nd Section of Cherokee County, Georgia, and indicated as a part of Parcel 149A and part of Parcel 196 on Tax Map 03N23.

WHEREAS, it is hereby found and determined that Terry Dickerson did file a petition to change the zoning of the property described above from LI to GC on May 22, 2014 ; and

WHEREAS, the petition to change the zoning proposes a use upon the property as a used car lot as shown on site plan attached hereto as **Exhibit A**, and

WHEREAS, O.C.G.A. 36-66-4 mandates any local government taking action which will result in a zoning decision shall provide for a hearing on the proposed action by causing to be published a notice in a newspaper of general circulation, and

WHEREAS, the notice of public hearing, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference, was published more than 15 days prior to the public hearing, and

WHEREAS, the Planning Commission held a public hearing upon this request for change of zoning on July 1, 2014 in the Commission Chambers of the Cherokee County Administration Building, and

WHEREAS, the recommendation of the Planning Commission, attached hereto as **Exhibit C**, has been received regarding the subject property described on **Exhibit D** attached hereto and incorporated herein by reference, and

WHEREAS, the Cherokee County Board of Commissioner has considered the proposed petition in contemplation of the Comprehensive Plan as adopted and interpreted by the Planning Commission; and, has examined the views expressed at the public hearing, the subject property and surrounding area, the statutory zoning criteria, and the need to modify the exercise of the police power with regard to this particular property as such exercise relates to the comprehensive exercise of that power throughout the unincorporated area of Cherokee County, Georgia.

NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners that the petition for a change of zoning is hereby _____, and the Cherokee County Zoning Administrator hereby is directed to change the zoning district maps to effect the above zoning on the subject property.

SO RESOLVED, this 15th day of July, 2014.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Chairman

ATTEST:

Christy Black, County Clerk

EXHIBIT B

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 13th day of June, 2014, as provided by law.



Subscribed and sworn to before me this 13th day of June, 2014.



Notary Public

My commission expires September 15, 2014.



Z-1012

NOTICE OF PUBLIC HEARING Terry Dickerson CASE# 14-07-014

Terry Dickerson has submitted a petition to the Cherokee County Municipal Planning Commission requesting that the official zoning map of Cherokee County be amended to rezone property from LI to GC. If rezoned, the property will be utilized for a car lot. The property owned Terry Dickerson is located on Cumming Highway in Land Lots 964 and 965 of the 3rd District, 2nd Section of Cherokee County, Georgia and indicated as part of Parcels 149A and 196 on Tax Map 03N23. A total of 1.12 acres is sought to be rezoned.

An exact legal description of the property is on file at the Cherokee County Planning and Land Use Office, 1130 Bluffs Parkway, Canton, Georgia and may be reviewed along with any other information regarding this request, between 8:00 a.m. and 5:00 p.m. Monday through Friday. Information about this case is also available at www.cherokeega.com through the CherokeeStatus page.

The Cherokee County Municipal Planning Commission will hold a Work Session at the Cherokee County Administration Building, 1130 Bluffs Parkway on Monday, June 16, 2014 at 6:30 p.m.

The Cherokee County Municipal Planning Commission will conduct a joint public hearing with the Cherokee County Board of Commissioners on the request at its meeting on Tuesday, July 1, 2014 at 7:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton. The Planning Commission will forward its recommendation to the Cherokee County Board of Commissioners based upon information presented at the public hearing.

The Cherokee County Board of Commissioners may consider this request at its meeting on Tuesday, July 15, 2014 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administration Building,

1130 Bluffs Parkway, Canton.

Meetings of the Planning Commission and the Board of Commissioners are open to the public.

Note: Georgia Law requires that all parties who have made campaign contributions to any member of the Cherokee County Board of Commissioners in excess of two hundred fifty dollars (\$250) within two (2) years immediately preceding the filing of this request, and who desires to appear at the public hearing in opposition to the application, shall, at least five (5) days prior to the public hearing, file a campaign contribution disclosure with the Cherokee County Planning and Land Use Department.

As set forth in the Americans with Disabilities Act of 1992, the Cherokee County government does not discriminate on the basis of disability, and will assist citizens with special needs, and will be given seven (7) working days advance notice.

For information, please call 678-493-6101

6:13

EXHIBIT C

CASE NUMBER:	14-07-014
APPLICANT	Terry Dickerson
ZONING CHANGE:	LI to GC
LOCATION:	12159 Cumming Highway
MAP & PARCEL:	03N23, a part of 149A and part of 196
ACRES:	1.12
PROPOSED DEVELOPMENT:	Car Lot
COMMISSION DISTRICT:	1
FUTURE DEVELOPMENT MAP:	Community Village Node

As a result of the public hearing held on July 1, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-07-014 Terry Dickerson to rezone from LI (Light Industrial) to GC (General Commercial) on 1.12 acres for a used car lot.

EXHIBIT D

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 964 and 965 of the 3rd District, 2nd Section of Cherokee County, Georgia and being more fully described as follows:

BEGINNING at a nail set in the centerline intersection of Georgia Highway #20 and Smithwick Road. Thence North 32 degrees 48 minutes 35 seconds West 195.71 feet to a nail found on the Eastern right of way of Georgia Highway #20 having a 100' right of way, said point being the TRUE POINT OF BEGINNING.

THENCE along the Eastern right of way of Georgia Highway #20, North 47 degrees 08 minutes 27 seconds West 254.18 feet to a 5/8" rebar set on the Eastern right of way of Georgia Highway #20,

THENCE leaving said right of way, North 72 degrees 55 minutes 21 seconds East 293.94 feet to a 5/8" rebar set,

THENCE South 06 degrees 31 minutes 42 seconds East 77.31 feet to a 5/8" rebar set,

THENCE North 82 degrees 55 minutes 13 seconds East 11.93 feet to a 3/4" crimp top pipe,

THENCE South 06 degrees 05 minutes 02 seconds East 160.00 feet to a nail set,

THENCE South 79 degrees 23 minutes 10 seconds West 134.54 feet to a nail found on the Eastern right way of Georgia Highway #20, said point being the TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements and restrictions of record.

Said property contains 1.12 Acres more or less and is depicted on that certain survey for Auto Advantage, LLC dated May 28, 2014 by Scott C. Chastain, G.R.L.S. No. 3057, and is incorporated herein by reference.

**RESOLUTION NO. 2014- R-
CASE # 14-07-016
APPLICANT: ABF HORIZON, LLC AND BENJAMIN KEY**

A resolution concerning the following described property:

2.56 Acres located in Land Lot 267 of the 14th District, 2nd Section of Cherokee County, Georgia, and indicated as Parcels 029A and 029D on Tax Map 14N23C.

WHEREAS, it is hereby found and determined that Benjamin Key as property owner and representative of ABF Horizon, LLC did file a petition to change the zoning of the property described above from R-40 to GC on May 23, 2014 ; and

WHEREAS, the petition to change the zoning proposes a use upon the property as Retail/Office as shown on site plan attached hereto as **Exhibit A**, and

WHEREAS, is it found that L. Austin Flint as a member of ABF Horizon, LLC did authorize Benjamin Key to file such petition, and

WHEREAS, O.C.G.A. 36-66-4 mandates any local government taking action which will result in a zoning decision shall provide for a hearing on the proposed action by causing to be published a notice in a newspaper of general circulation, and

WHEREAS, the notice of public hearing, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference, was published more than 15 days prior to the public hearing, and

WHEREAS, the Planning Commission held a public hearing upon this request for change of zoning on July 1, 2014 in the Commission Chambers of the Cherokee County Administration Building, and

WHEREAS, the recommendation of the Planning Commission, attached hereto as **Exhibit C**, has been received regarding the subject property described on **Exhibit D** attached hereto and incorporated herein by reference, and

WHEREAS, the Cherokee County Board of Commissioner has considered the proposed petition in contemplation of the Comprehensive Plan as adopted and interpreted by the Planning Commission; and, has examined the views expressed at the public hearing, the subject property and surrounding area, the statutory zoning criteria, and the need to modify the exercise of the police power with regard to this particular property as such exercise relates to the comprehensive exercise of that power throughout the unincorporated area of Cherokee County, Georgia.

NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners that the petition for a change of zoning is hereby _____. The Cherokee County Zoning Administrator hereby is directed to change the zoning district maps to effect the above zoning on the subject properties; and,

SO RESOLVED, this 15th day of July, 2014.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Chairman

ATTEST:

Christy Black, County Clerk

PRELIMINARY

- FIELD BOOK NO. 102, PAGE 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

NOTES:
UNDERGROUND UTILITIES, IF ANY, ARE NOT SHOWN.
SOME FENCE LINES ARE NOT SHOWN.

PROJECT SUMMARY	
TOTAL PLANNED RETAIL SPACE:	66,300 SQUARE FEET
TOTAL NUMBER OF PARKING SPACES:	380
TOTAL AREA:	10.46 ACRES
TAX PARCEL SUMMARY:	
*14N23C 029:	1.55 ACRES
ZONED:	GC
*14N23 034:	5.68 ACRES
ZONED:	GC
*14N23C 028D:	0.92 ACRE
ZONED:	R-40
*14N23C 028:	0.75 ACRE
ZONED:	R-40
*14N23C 029A:	1.57 ACRES
ZONED:	R-40
*14N23C 028D:	0.99 ACRE
ZONED:	R-40
TOTAL AREA TO BE RE-ZONED = 4.23 ACRES	
PROPOSED ZONING: GC	

RESOLUTION NO. 2009-R-012
 APPLICANT: Dr. L. Austin Flint

A resolution approving the rezoning of the following described property:

5.08 acres located in and lot 257 of the 14th district, 2nd section of Cherokee County, Georgia, and indicated as parcel 034 on the map 14N23.

WHEREAS, it having been found and determined that a petition to change the zone of the above described property from R-40 to GC was filed on October 22, 2008.

Proposed Use: Retail

WHEREAS, it has been found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on January 6, 2009 in the Commission Chambers of the Cherokee County Administrative Building, Recommendation from the Planning Commission was for Approval with conditions of the rezoning request.

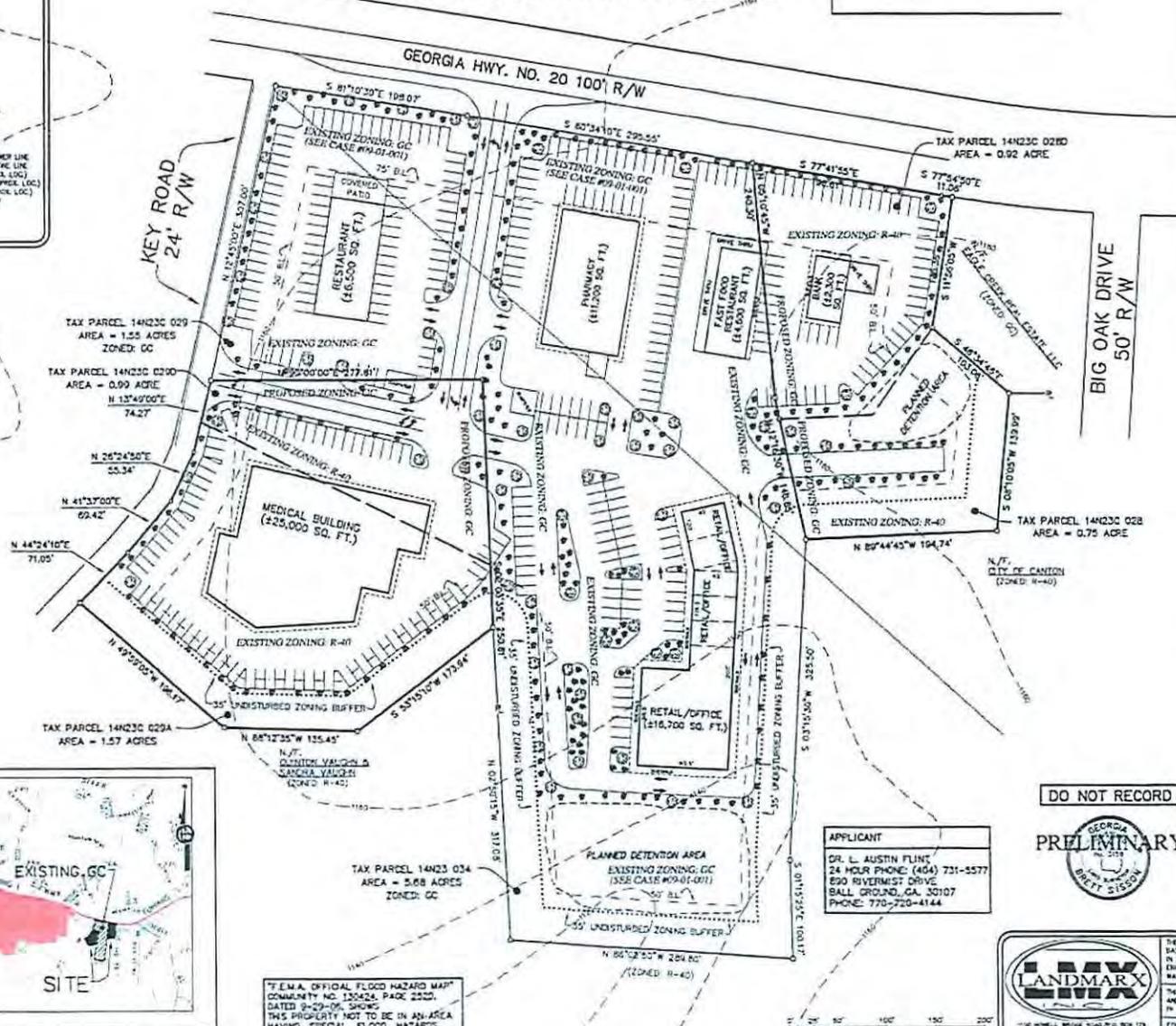
NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners that the above-described property is now located in the GC zoning district with jurisdiction, and the Cherokee County Zoning Administrative Agency is directed to change the district maps accompanying and being part of the rezoning resolution.

Adopted this 3rd day of February, 2009.

See approval for signature:
 L. B. Abrams, Chairman

See approval for signature:
 Sheila R. Corbin, County Clerk

Conditions as follows:
 1) Substantial compliance with the City of Canton's signage and streetcape design requirements.
 2) No off-street parking.
 3) Accessory use shall be used to meet County standards between any commercial access to the property and highway 20.
 4) Applicant shall work with staff to ensure site design that would be aesthetically pleasing and preserve natural or possible existing environmental elements of the site.



IF FEMA OFFICIAL FLOOD HAZARD MAP COMMUNITY NO. 130424, PAGE 2000, DATED 9-29-06, SHOWS THIS PROPERTY NOT TO BE IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

DO NOT RECORD



APPLICANT
 DR. L. AUSTIN FLINT
 24 HOUR PHONE: (404) 731-5577
 890 RIVERHART DRIVE
 BALL GROUND, GA 30107
 PHONE: 770-720-4144

DEVELOPMENT ENTRANCE WILL BE SHOWN IN DETAIL ON CONSTRUCTION PLANS AND WILL BE PERMITTED THROUGH THE GEORGIA DEPARTMENT OF TRANSPORTATION.	PARKING A.C.A. ACCESS, FIRE DEPT. ACCESS, ETC. WILL BE ADDRESSED IN CONSTRUCTION PLANS.
ALL ZONING AND STREAM BUFFERS WILL BE SHOWN ON CONSTRUCTION PLANS.	TOPOGRAPHICAL INFORMATION SHOWN WAS TAKEN FROM THE USGS SURFACEPORE.
THIS PLAN IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS OF WAY BOTH PUBLIC AND PRIVATE.	ALL LOTS, STREETS, DRAINS, UTILITIES, STORMWATER MANAGEMENT, ETC. WILL BE DESIGNED PER COUNTY STANDARDS ON CONSTRUCTION PLANS.
ALL CONSTRUCTION IS SUBJECT TO CHEROKEE COUNTY TREE ORDINANCE.	THIS PROJECT WILL UTILIZE PUBLIC SANITARY SEWER.

LANDMAX
 THE WORLD'S MOST ACCURATE SURVEYING
 EQUIPMENT USED FOR MEASUREMENTS
 (770) 735-1100

THIS FIELD DATA WERE MEASURED THIS PLAN IS BASED UPON A CLOSEST APPROXIMATION OF ONE FOOT IN ONE INCH. FEET AND AN ANGULAR ERROR OF 1/4" PER ANGLE, AND WAS ADJUSTED USING LEAST SQUARES.	THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN ONE INCH.
EQUIPMENT USED FOR MEASUREMENTS	BY MATTHEW OF THE ART EXPERT
ZONING PLAN 14N23 DR. L. AUSTIN FLINT	LAND LOT(S) - 257 DISTRICT - 14 SECTION - 2 COUNTY - CHEROKEE COUNTY, GEORGIA CITY - PREPARED APRIL 29, 2009 DRAWN BY: JEFFREY GILSON DATE: APRIL 29, 2009 SCALE: 1" = 10' FT

EXHIBIT A



EXHIBIT B

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 13th day of June, 2014, as provided by law.



Subscribed and sworn to before me this 13th day of June, 2014.



Notary Public

My commission expires September 15, 2014.



**Z-1010
NOTICE OF PUBLIC HEARING
ABF Horizon LLC and Benjamin
Key**

CASE# 14-07-016

ABF Horizon LLC and Benjamin Key has submitted a petition to the Cherokee County Municipal Planning Commission requesting that the official zoning map of Cherokee County be amended to rezone property from R-40 to GC. If rezoned, the property will be utilized for retail/office. The property owned by ABF Horizon, LLC and Benjamin Key is located on Key Drive in Land Lot 267 of the 14th District, 2nd Section of Cherokee County, Georgia and indicated as Parcels 029A and 029D on Tax Map 14N23C. A total of 2.56 acres is sought to be rezoned.

An exact legal description of the property is on file at the Cherokee County Planning and Land Use Office, 1130 Bluffs Parkway, Canton, Georgia and may be reviewed along with any other information regarding this request, between 8:00 a.m. and 5:00 p.m. Monday through Friday. Information about this case is also available at www.cherokeega.com through the CherokeeStatus page.

The Cherokee County Municipal Planning Commission will hold a Work Session at the Cherokee County Administration Building, 1130 Bluffs Parkway on Monday, June 16, 2014 at 6:30 p.m.

The Cherokee County Municipal Planning Commission will conduct a joint public hearing with the Cherokee County Board of Commissioners on the request at its meeting on Tuesday, July 1, 2014 at 7:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton. The Planning Commission will forward its recommendation to the Cherokee County Board of Commissioners based upon information presented at the public hearing.

The Cherokee County Board of Commissioners may consider this request at its meeting on Tuesday,

July 15, 2014 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton

Meetings of the Planning Commission and the Board of Commissioners are open to the public

Note Georgia Law requires that all parties who have made campaign contributions to any member of the Cherokee County Board of Commissioners in excess of two hundred fifty dollars (\$250) within two (2) years immediately preceding the filing of this request, and who desires to appear at the public hearing in opposition to the application, shall, at least five (5) days prior to the public hearing, file a campaign contribution disclosure with the Cherokee County Planning and Land Use Department.

As set forth in the Americans with Disabilities Act of 1992, the Cherokee County government does not discriminate on the basis of disability, and will assist citizens with special needs, and will be given seven (7) working days advance notice.

For information, please call 678-493-6101

6:13

EXHIBIT C

CASE NUMBER:	14-07-016
APPLICANT	ABF Horizon, LLC and Benjamin Key
ZONING CHANGE:	R-40 to GC
LOCATION:	211 and 215 Key Drive
MAP & PARCEL:	14N23C, 029A and 029D
ACRES:	2.56
PROPOSED DEVELOPMENT:	Retail/Office
COMMISSION DISTRICT:	1
FUTURE DEVELOPMENT MAP:	Neighborhood Village Node

As a result of the public hearing held on July 1, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-07-016 ABF Horizon, LLC and Benjamin Key to rezone from R-40 (Residential) to GC (General Commercial) on 2.56 acres for a retail/office development.

EXHIBIT D

TRACT I

All that tract or parcel of land lying and being in LL 267, 14th District, 2nd Section, Cherokee County, Georgia, being 0.99 acres being more particularly described as follows:

To ascertain the true point of beginning, begin at point of intersection of the souther right-of-way of Georgia Highway 20 (Georgia Highway 20 having a 100 foot right-of-way) with the easterly right-of-way of Key Drive (Key Drive having a twenty four foot right-of-way); thence run southerly along the easterly right-of way of Key Drive a distance of 305.74 feet to an iron pin found, said iron pin being the true point of beginning; thence leaving said right-of-way N 89°59'10" E a distance of 276.75 feet to an iron pin found; thence S 02°15'00" E a distance of 220.60 feet to an iron pin found; thence N 55°56'40" W a distance of 359.25 feet to an iron pin set located on the easterly right-of-way of Key Drive; thence running northeasterly along the easterly right-of-way of Key Drive the following courses and distances: N16°21'05" E a distance of 13.50 feet to a point; thence N 11°18'20" E a distance of 36.92 feet to an iron pin found and the true point of beginning.

TRACT II

All that tract or parcel of land lying and being in LL 267, 14th District, 2nd Section, Cherokee County, Georgia, being 0.99 acres being more particularly described as follows:

To ascertain the true point of beginning, begin at point of intersection of the souther right-of-way of Georgia Highway 20 (Georgia Highway 20 having a 100 foot right-of-way) with the easterly right-of-way of Key Drive (Key Drive having a twenty four foot right-of-way); thence run southerly along the easterly right-of way of Key Drive a distance of 305.74 feet to an iron pin found; thence S 11°18'20" W a distance of 36.92 feet to an point; thence S16°21'05" W a distance of 13.50 feet to an iron pin set, and the true point of beginning; thence S 55°56'40" E a distance of 359.25 feet to an iron pin found: thence S 53°13'55" W a distance of 173.79 feet to an iron pin found; thence N 88°09'00" W a distance of 135.51 feet to an iron pin found; thence N 49°55'20" W a distance of 194.56 feet to an iron pin found, located on the easterly right-of-way of Key Drive; thence running northeasterly along the easterly right-of-way of Key Drive the following courses and distances: N 44°38'55" E a distance of 83.81 feet to a point; thence N 41°51'05" E a distance of 36.97 feet to a point; thence N 33°31'30" E a distance of 40.54 feet to a point; thence N 23°12'15" E a distance of 31.41 feet to a point; thence N 16°21'05" E a distance of 28.82 feet to an iron pin set, and the true point of beginning.

**RESOLUTION NO. 2014- R-
CASE # 14-07-015
APPLICANT: ABF HORIZON, LLC**

A resolution concerning the following described property:

1.67 Acres located in Land Lot 267 of the 14th District, 2nd Section of Cherokee County, Georgia, and indicated as Parcels 028 and 028D on Tax Map 14N23C.

WHEREAS, it is hereby found and determined that L. Austin Flint as a member of ABF Horizon, LLC did file a petition to change the zoning of the property described above from R-40 to GC on May 23, 2014 ; and

WHEREAS, the petition to change the zoning proposes a use upon the property as Retail as shown on site plan attached hereto as **Exhibit A**, and

WHEREAS, is it found that property owners Ronnie W. Wehunt and Susan Gail Arrieta did authorize ABF Horizon, LLC to file such petition, and

WHEREAS, O.C.G.A. 36-66-4 mandates any local government taking action which will result in a zoning decision shall provide for a hearing on the proposed action by causing to be published a notice in a newspaper of general circulation, and

WHEREAS, the notice of public hearing, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference, was published more than 15 days prior to the public hearing, and

WHEREAS, the Planning Commission held a public hearing upon this request for change of zoning on July 1, 2014 in the Commission Chambers of the Cherokee County Administration Building, and

WHEREAS, the recommendation of the Planning Commission, attached hereto as **Exhibit C**, has been received regarding the subject property described on **Exhibit D** attached hereto and incorporated herein by reference, and

WHEREAS, the Cherokee County Board of Commissioner has considered the proposed petition in contemplation of the Comprehensive Plan as adopted and interpreted by the Planning Commission; and, has examined the views expressed at the public hearing, the subject property and surrounding area, the statutory zoning criteria, and the need to modify the exercise of the police power with regard to this particular property as such exercise relates to the comprehensive exercise of that power throughout the unincorporated area of Cherokee County, Georgia.

NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners that the petition for a change of zoning is hereby _____. The Cherokee County Zoning Administrator hereby is directed to change the zoning district maps to effect the above zoning on the subject properties; and,

SO RESOLVED, this 15th day of July, 2014.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Chairman

ATTEST:

Christy Black, County Clerk

PRELIMINARY

- FIELD BOOK, SHEET, PAGE, FILE #
- 1) 1/2" = 100' PLAN SET (S&P)
 - 2) 1/4" = 100' PLAN SET (S&P)
 - 3) 1/8" = 100' PLAN SET (S&P)
 - 4) 1/16" = 100' PLAN SET (S&P)
 - 5) 1/32" = 100' PLAN SET (S&P)
 - 6) 1/64" = 100' PLAN SET (S&P)
 - 7) 1/128" = 100' PLAN SET (S&P)
 - 8) 1/256" = 100' PLAN SET (S&P)
 - 9) 1/512" = 100' PLAN SET (S&P)
 - 10) 1/1024" = 100' PLAN SET (S&P)
 - 11) 1/2048" = 100' PLAN SET (S&P)
 - 12) 1/4096" = 100' PLAN SET (S&P)
 - 13) 1/8192" = 100' PLAN SET (S&P)
 - 14) 1/16384" = 100' PLAN SET (S&P)
 - 15) 1/32768" = 100' PLAN SET (S&P)
 - 16) 1/65536" = 100' PLAN SET (S&P)
 - 17) 1/131072" = 100' PLAN SET (S&P)
 - 18) 1/262144" = 100' PLAN SET (S&P)
 - 19) 1/524288" = 100' PLAN SET (S&P)
 - 20) 1/1048576" = 100' PLAN SET (S&P)
 - 21) 1/2097152" = 100' PLAN SET (S&P)
 - 22) 1/4194304" = 100' PLAN SET (S&P)
 - 23) 1/8388608" = 100' PLAN SET (S&P)
 - 24) 1/16777216" = 100' PLAN SET (S&P)
 - 25) 1/33554432" = 100' PLAN SET (S&P)
 - 26) 1/67108864" = 100' PLAN SET (S&P)
 - 27) 1/134217728" = 100' PLAN SET (S&P)
 - 28) 1/268435456" = 100' PLAN SET (S&P)
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 - 30) 1/1073741824" = 100' PLAN SET (S&P)
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EXHIBIT B

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 13th day of June, 2014, as provided by law.



Subscribed and sworn to before me this 13th day of June, 2014.



Notary Public

My commission expires September 15, 2014.



**Z-1011
NOTICE OF PUBLIC HEARING
ABF Horizon LLC
CASE# 14-07-015**

ABF Horizon, LLC has submitted a petition to the Cherokee County Municipal Planning Commission requesting that the official zoning map of Cherokee County be amended to rezone property from R-40 to GC. If rezoned, the property will be utilized for retail. The property owned by Ronnie W. Wehunt and Susan Gail Arrieta is located on Cumming Highway in Land Lot 267 of the 14th District, 2nd Section of Cherokee County, Georgia and indicated as Parcels 028D and 028 on Tax Map 14N23C. A total of 1.67 acres is sought to be rezoned.

An exact legal description of the property is on file at the Cherokee County Planning and Land Use Office, 1130 Bluffs Parkway, Canton, Georgia and may be reviewed along with any other information regarding this request, between 8:00 a.m. and 5:00 p.m. Monday through Friday. Information about this case is also available at www.cherokeega.com through the CherokeeStatus page.

The Cherokee County Municipal Planning Commission will hold a Work Session at the Cherokee County Administration Building, 1130 Bluffs Parkway on Monday, June 16, 2014 at 6:30 p.m.

The Cherokee County Municipal Planning Commission will conduct a joint public hearing with the Cherokee County Board of Commissioners on the request at its meeting on Tuesday, July 1, 2014 at 7:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton. The Planning Commission will forward its recommendation to the Cherokee County Board of Commissioners based upon information presented at the public hearing.

The Cherokee County Board of Commissioners may consider this request at its meeting on Tuesday, July 15, 2014 at 6:00 p.m. in Cherokee Hall at the Cherokee

County Administration Building, 1130 Bluffs Parkway, Canton.

Meetings of the Planning Commission and the Board of Commissioners are open to the public.

Note: Georgia Law requires that all parties who have made campaign contributions to any member of the Cherokee County Board of Commissioners in excess of two hundred fifty dollars (\$250) within two (2) years immediately preceding the filing of this request and who desires to appear at the public hearing in opposition to the application, shall, at least five (5) days prior to the public hearing, file a campaign contribution disclosure with the Cherokee County Planning and Land Use Department.

As set forth in the Americans with Disabilities Act of 1992, the Cherokee County government does not discriminate on the basis of disability, and will assist citizens with special needs, and will be given seven (7) working days advance notice.

For information, please call 678-493-6101.

6:13

EXHIBIT C

CASE NUMBER:	14-07-015
APPLICANT	ABF Horizon, LLC
ZONING CHANGE:	R-40 to GC
LOCATION:	2618 and 2620 Cumming Highway
MAP & PARCEL:	14N23C, 028 and 028D
ACRES:	1.67
PROPOSED DEVELOPMENT:	Retail
COMMISSION DISTRICT:	1
FUTURE DEVELOPMENT MAP:	Neighborhood Village Node

As a result of the public hearing held on July 1, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-07-015 ABF Horizon, LLC to rezone from R-40 (Residential) to GC (General Commercial) on 1.67 acres for a retail development.

EXHIBIT D

TRACT I

All that tract or parcel of land lying and being in LL 267, 14th District, 2nd Section, Cherokee County, Georgia, consisting of 0.92 acres being more particularly described as follows:

To find the true point of beginning, begin at the intersection of the souther right-of-way of State Route 20 and the western right-of-way of Big Oak Drive; thence westerly along the southern right-of-way of State Route 20 a distance of 163.66 feet to a point located in the center of an asphalt drive; thence along the centerline of said drive S 11°46'00" W a distance of 135.36 feet to an iron pin found; thence S 37°04'11" W a distance of 108.09 feet to an iron pin; thence N 89°54'50" W a distance of 95.00 feet to an iron pin; thence N 09°42'00" W a distance of 21.80 feet to a marble marker; thence N 02°32'10" W a distance of 240.77 feet to an iron pin; thence S 77°52'00" E a distance of 195.61 feet to a right-ofway cement marker; thence S 78°04'56" E a distance of 11.08 feet to the point of beginning.

TRACT II

All that tract or parcel of land lying and being in LL 267, 14th District, 2nd Section, Cherokee County, Georgia, consisting of 0.27 acres being more particularly described as follows:

To find the true point of beginning, begin at the intersection of the southerly right-of-way of State Route 20 and the westerly right-of-way of Big Oak Drive; thence westerly along the southerly right-of-way of State Route 20 a distance of 163.66 feet to a point located in the center of an asphalt drive; thence along the centerline of said drive S 11°46'00" W a distance of 135.36 feet to an iron pin found which is the true point of beginning; thence S 23°06'00" W a distance of 227.25 feet to an iron pin; thence N 89°54'50" W a distance of 50.00 feet to an iron pin; thence N 09°42'00" W a distance of 124.63 feet to an iron pin; thence S 89°54'50" E a distance of 95.00 feet to an iron pin; thence N 37°04'11" E a distance of 108.09 feet to the point of beginning.

TRACT III

All that tract or parcel of land lying and being in LL 267, 14th District, 2nd Section, Cherokee County, Georgia, consisting of 0.48 acres being more particularly described as follows:

To find the true point of beginning, begin at the intersection of the southerly right-of-way of State Route 20 and the westerly right-of-way of Big Oak Drive; thence westerly along the southerly right-of-way of State Route 20 a distance of 163.66 feet to a point located in the center of an asphalt drive; thence along the centerline of said drive S 11°46'00" W a distance of 135.36 feet to an iron pin found which is the true point of beginning;

Thence S 46°44'50" E a distance of 103.06 feet to an iron pin; thence S 08°00'00" W a distance of 139.99 feet to an iron pin; thence N 89°54'50" W a distance of 144.74 feet to an iron pin; thence N 23°06'00" E a distance of 227.25 feet to the point of beginning.

From: Kevin Roach

Sent: Wednesday, July 09, 2014 2:43 PM

To: Jerry Cooper

Subject: State Certification

Chairman "A"

Mr. Cooper,

We are honored to announce that after a complete review of the Agency's State Certification Standard files, we have been recommended for re-certification. This is the third time the Marshal's office has obtained this prestigious award. Our agency was originally certified on January 31, 2008, then in January 31, 2011 and now, as of February 1st, 2014. This assessment was based on the review of 129 standards; due to an oversight only one was found to be in non-compliance. I would like to quote the last comments from the Assessment Team:

"The Assessment Team is satisfied that the Cherokee County Marshal's Office is a professional organization, providing law enforcement and public services reflecting the spirit of the certification process. It is evident the Cherokee County Marshal's Office strives for professional excellence by having in place procedures for their officers to follow in all incidents[...]This approach ensures the community is well served. The Cherokee County Marshal's Office having been found in compliance with all applicable standards with the exception of one (1) is hereby recommended for State Certification."

Standards found to be in compliance	103
Standards found to be compliant/written directive change	1
Standards found to be in non-compliance	1
Standards that were granted waiver	24
Total Number of Standards	129

We would like to have this award presented by the BOC if possible.

Thank you,



Cherokee County, Georgia Agenda Request

SUBJECT: Article 23 Conservation Design Communities MEETING DATE: July 15, 2014

SUBMITTED BY: Jeff Watkins, Community Development Agency Director

COMMISSION ACTION REQUESTED:

To set a Public Hearing date for considering amendments to Cherokee County Zoning Ordinance, Article 23 Conservation Design Communities

FACTS AND ISSUES:

OCGA 36-66-4 (a) mandates a local government publish within a newspaper of general circulation a notice stating the time, place and purpose of a hearing not less than 15 nor more than 45 days where the local government proposes taking an action the result of which is considered a zoning decision.

An Ordinance to amend Article 23 Conservation Design Community, specifically Table 23-2 Conservation Design Community Setback Requirements; Section 23.5 Conservation Community Design Standards (B) (3) (a) and (b), and (B) (4); Section 23.10-1 Size of Buffer; Table 23-3; and 23.8 Four Step Design Process of the 1992 Zoning Ordinance of Cherokee County has been prepared for the Cherokee County Board of Commissioner to consider.

BUDGET:

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

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

Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.

Ordinance/Resolution: Yes No

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Staff recommends setting a public hearing on the ordinance for August 5, 2014

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

STATE OF GEORGIA
COUNTY OF CHEROKEE

ORDINANCE NO. _____

An Ordinance to amend Article 23 Conservation Design Community, specifically Table 23-2 Conservation Design Community Setback Requirements; Section 23.5 Conservation Community Design Standards (B) (3) (a) and (b), and (B) (4); Section 23.10-1 Size of Buffer; Table 23-3; and 23.8 Four Step Design Process of The 1992 Zoning Ordinance of Cherokee County; to promote the public health, safety and welfare; and for other purposes.

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

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

WHEREAS, the governing authority of Cherokee County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance; and

WHEREAS, the Cherokee County Board of Commissioners (the "Board") finds that it is in the public interest to amend Table 23-2 Conservation Design Community Setback Requirements by establishing a uniform Front setback for all categories of proposed lot sizes to be 35 ft.; to amend Section 23.5 Conservation Community Design Standards by striking entirely (B) (3) (a) and (b); and amending 23.5 (B) (4) by striking "Per Health Dept. requirements" and establishing a "75 ft." setback from "buildings or barnyards housing livestock" and renumbering 23.5 (B); to amend Section 23.10-1 Size of Buffer by inserting "*shall be a minimum of 50 ft.*" and striking "is determined by the size of the lot proposed adjacent to the exterior boundary for the Conservation Design Community. (see Table 23-3 Minimum Exterior Boundary Buffer)"; deleting entirely Table 23-3; and amending Section 23.8 Four Step Design Process by changing "100 feet" to "75 ft" and changing "50 feet" to "25 ft." of the 1992 Zoning Ordinance of Cherokee County; and

WHEREAS, a notice of public hearing was duly published as required by O.C.G.A. § 36-66-4 a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, pursuant to O.C.G.A. § 36-66-4, a public hearing by the Board of Commissioners was held on <DATE> after public notice as required by law, at which time owners of property affected and other citizens of the county were given the opportunity to attend and comment; now therefore,

BE IT ORDAINED by the Cherokee County Board of Commissioners and it is hereby enacted pursuant to the authority of the same that The 1992 Zoning Ordinance of Cherokee County is hereby amended as shown in **Exhibit A** attached.

So ordained this <DAY>th day of <MONTH>, 2014.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Chairman

ATTEST:

Christy Black, County Clerk

[Type text]

EXHIBIT A

[Type text]

- **Amend Table 23-2 Conservation Design Community Setback Requirements to establish a uniform Front setback for all categories of proposed lot sizes to be 35 ft.**

Table 23-2: Conservation Design Community Setback Requirements

Proposed Lot Size sf	Min. Lot Width	Front	Rear
60,000+	190	35'	30'
40,000- 59,999	160	35'	30
30000- 39,999	135	35'	30
20,000- 29,999	110	35'	25
15,000-19,999	95	35'	25
10,000 -14,999	75	35'	25
5,000-9,999	60	35'	15

Current Table 23-2: Conservation Design Community Setback Requirements

Proposed Lot Size sf	Min. Lot Width	Front	Rear
60,000+	190	120'	30'
40,000- 59,999	160	100'	30'
30000- 39,999	135	80'	30'
20,000- 29,999	110	70'	25'
15,000-19,999	95	60'	25'
10,000 -14,999	75	50'	25'
5,000-9,999	60	35'	15'

- Amend 23.5 Conservation Community Design Standards to eliminate building setbacks to cropland or pastureland, and language qualifying “cropland” and “pastureland”; establish “75 ft.” as setback from ‘buildings or barnyards housing livestock’ and delete “Per Health Dept. requirements”

23.5 Conservation Community Design Standards

A. House lots shall not encroach upon Primary Conservation Areas, and their layout shall respect Secondary Conservation Areas, as described herein.

B. All new dwellings shall meet the following building setback requirements:

1. From all external road rights of way: 100 feet
2. From all tract boundaries: 75 feet
3. From all cropland or pasture land: 75 feet

~~a. Cropland shall be defined as tracts of land of 5 acres or greater, which is used for growing cultivated plants or agricultural produce, such as grain, vegetables, or fruit; or which could be fallow, if such inactivity is a part of the agricultural production process being exercised on the land and such inactivity has not existed for more than two years. Such use of land must be present and active. Potential use of land as cropland does not qualify under this definition~~

~~b. Pasture land shall be defined as tracts of land of 5 acres or greater, on which grass or other vegetation is grown and eaten as food, and is set aside for use by domestic grazing animals. Such use of land must be present and active. Potential use of land as pasture does not qualify under this definition~~

4. From buildings or barnyards housing livestock: Per Health Dept. requirements ~~75 ft.~~
5. Views of house lots from exterior road and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping that meets landscaping requirements of the Zoning Ordinance or Development Regulations of Cherokee County
6. House lots shall generally be accessed from interior streets rather than from roads bordering the tract
7. At least three quarters (3/4 or 75%) of the lots should directly face, abut or be across the street from Primary or Secondary Conservation areas.

And renumbering B as follows:

3. From buildings or barnyards housing livestock: 75 ft

[Type text]

EXHIBIT A

[Type text]

4. Views of house lots from exterior road and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping that meets landscaping requirements of the Zoning Ordinance or Development Regulations of Cherokee County
5. House lots shall generally be accessed from interior streets rather than from roads bordering the tract
6. At least three quarters (3/4 or 75%) of the lots should directly face, abut or be across the street from Primary or Secondary Conservation areas.

- **Amend 23.10-1 Size of Buffer:**

23.10-1 Size of Buffer. The size of the exterior buffer shall be a minimum of 50 ft. is determined by the size of the lot proposed adjacent to the exterior boundary for the Conservation Design Community. (see Table 23-3 Minimum Exterior Boundary Buffer)

- **DELETE Table 23-3 Minimum Exterior Boundary Buffer**

Adjacent Zoning District	Proposed Lot Size						
	5,000 to 9,999	10,000 To 14,999	15,000 To 19,999	20,000 To 29,999	30,000 To 39,999	40,000 To 59,999	60,000 & >
	Minimum Buffer Required						
AG	100	85	80	60	60	40	25
R-80	100	85	80	60	60	40	25
R-60	75	65	60	50	50	20	25
R-40	75	65	60	50	50	0	20
R-30	50	50	50	25	0	0	20
R-20	50	25	50	0	0	0	20
R-15	25	25	0	0	0	0	40
RD-3	25	25	0	0	0	0	40
PUD	25	25	30	40	40	40	40
RZL	25	25	30	40	40	40	40
RTH	25	25	30	40	40	40	40
RA	25	25	30	50	50	50	50
RM-10	25	25	30	50	50	50	50
RM-16	25	25	30	50	50	50	50
Commercial	30	30	30	30	30	30	30
Industrial	50	50	50	50	50	50	50

[Type text]

EXHIBIT A

[Type text]

- **Amend 23.8 Four Step Design Process**

23.8 Four Step Design Process

A. Step 2: Location of House Sites.

1. Potential house sites shall be tentatively located using the proposed Greenspace lands as a base map as well as other relevant data on the Existing Resources Map such as topography and soils. House sites should be located not closer than ~~400~~—feet **75 ft.** from Primary Conservation Areas and ~~50~~—feet **25 ft.** from Secondary Conservation Areas, taking into consideration the potential negative impacts of residential development on such areas as well as the potential positive benefits of such locations to provide attractive views and visual settings for residences.



Cherokee County, Georgia Agenda Request

SUBJECT: Security Enhancements for DA Office

MEETING DATE: 7/15/2014

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Consider approving a budget amendment for the SPLOST Fund so security enhancements can be completed in the DA's office in the courthouse.

FACTS AND ISSUES:

For improved employee protection, Property Management has reviewed the improved security options in the DA's Office and has recommended we select the low bid option utilizing Latimer for \$3,250.00 (compared to Casteel at \$5,340.00 and Bruno Construction at \$5,285.00). This cost is combined with the actual cost of Siemens card reader access, and the cost of Sheriff Office security.

BUDGET:

FY2014 Budgeted Amount: \$0*	Account Name: SPLOST 2012 – Courthouse Expansion
*\$0 Budgeted for 2014 – but Total Years' SPLOST Budget = \$1,450,000	
Amount Encumbered: \$0	Account #: 32150000-541300-67700 \$8,888.32
Amount Spent to Date: \$4,330.00 (FY2013)	Account #: 32150000-511100-67700 \$3,600.00
Amount Requested: \$12,488.32	
Remaining Amount For Total Years: \$1,433,181.68	

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:

Janelle Funk

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

Instructions:

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

REVENUES:

Department			
Org Code	Object	Account Name	Amount
32390	389000	Use of Reserves	12,488.32

12,488.32

EXPENDITURES:

Department			
Org Code	Object	Account Name	Amount
32150000	541300-67700	Building Improvements	8,888.32
32150000	511100-67700	Salaries	3,600.00

12,488.32

PURPOSE OF TRANSFER/ AMENDMENT

Security Enhancements for the DA Office in the Courthouse.

Department Head Approval:

Janelle Smith

County Manager Approval:

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



Cherokee County, Georgia Agenda Request

SUBJECT: Sheriff Office Storage Building

MEETING DATE: 07/09/2014

SUBMITTED BY: Stacey Williams, Director Admin Services, Cherokee County Sheriff Office

COMMISSION ACTION REQUESTED:

Award County's standard Construction Services Agreement (CSA) to Hawkins Construction in the amount of \$83,000 for the construction of a Storage Building for the Sheriff's Office.

FACTS AND ISSUES:

RFP# 2014-71 was released on June 25, 2014 to solicit proposals from general contractors to construct a storage facility for the Cherokee County Sheriff's Office. On July 2, 2014 there was a mandatory pre-proposal meeting to discuss the project and review the site conditions. Two (2) contractors attended the pre-proposal meeting. On July 9, 2014 two proposers submitted responsive Proposals for the project; scores and pricing are indicated on the attached Procurement Summary.

Upon review of the proposals, the Sheriff's Office (with concurrence from the Procurement & Risk Management Department) recommend award to the highest ranked proposer, Hawkins Construction. The scoring for the proposals was 50% cost; therefore the highest ranked proposer is also the lowest priced proposer.

Mike Owen, consultant with the CCSO, will manage the Project for the Sheriff's Office. Budget information below is FY14.

BUDGET:

Budgeted Amount:	\$700,000	Account Name:	SPLOST V – Law Enforcement
Amount Encumbered:	\$0	Account #:	3326000-541300-57430
Amount Spent to Date:	\$441,913		
Amount Requested:	\$83,000		
Remaining Budget:	\$175,087		

Budget Adjustment Necessary: Yes* No *If yes, a Budget Amendment form must be attached.

Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.

Ordinance/Resolution: Yes No

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Award County's standard Construction Services Agreement (CSA) to Hawkins Construction in the amount of \$83,000 for the construction of a Storage Building for the Sheriff's Office.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Procurement Summary

Date Submitted: 9-Jul-14
Submitted by: Savannah Shadburn
PSA Number: 2014-71
Value of Contract: \$46,147
Period of Performance: 90 Calendar Days
Supplier Name: Hawkins Construction
General Description: Construction of a Storage Building
Source of Funds: SPLOST V

Contract Information

Proposed Contract Type

	Standard Professional Services Agreement
X	Standard Construction Services Agreement
	PSA with Exceptions Approved by Counsel
	Supplier Agreement Approved by Counsel
	Standard Purchase Order

Formal Advertised Procurement:

Yes	X
-----	---

No*	
-----	--

Number of Bidders Contacted / Number of Bids Received:

WEB	2
-----	---

Supplier Selection Based on:

	Only One Bidder
	Lowest Bidder
	Lowest Evaluated Bidder
X	Highest Proposal Scoring
	Other*

Weight	Evaluation Criteria
50%	Price
30%	Previous Experience/References
20%	Schedule

If Award to Non-County Business:
 (If Applicable)

	No Cherokee County Business submitted bid/proposal
	CC Business bid/proposal was non-responsive/not-responsible
	CC Business not within 5% of Low Bid (for consideration)
	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location
95	\$ 83,000.00	Hawkins Construction	Waleska, GA
80.97	\$ 134,000.00	Headley Construction	Newnan, GA

Fair Price Determination:

Method	Price Analysis Type
	Lowest Bidder
x	Lowest Evaluated Bidder
	Best Pricing Among Comparable Features / Suppliers
	Market Analysis or Market Pricing
	State Contract Pricing
	Other, see attached price analysis.

Important Price Evaluation Notes: _____

Why Other Than Low Bidder Selected: _____
 (If Applicable)

***Notes:**

Low: \$83,000 - High: \$134,000 - Average: \$108,500
 Savings/High: \$51,000 - Savings/Avg: \$25,500

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 _____, 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 _____, ("Contractor"), collectively referred to as the "Parties".

WITNESSETH:

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 RFP#2014-71 for construction of the Project pursuant to Cherokee County Request for Proposal, Project Number 2014-71, dated June 25, 2014; and

WHEREAS, the Contractor submitted a complete and timely proposal and met all proposal requirements such that the County awarded Project Number 2014-71 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/bid to RFP#2014-71: Sheriff's Office Storage Building, 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 attached hereto as Exhibit "A";
- C. Proposal Documents from Contractor, dated _____, _____, attached hereto as Exhibit "B";
- D. Final Affidavit, attached hereto as Exhibit "C";
- E. Alien Employment affidavits attached hereto as Exhibits "D" and "E";
- F. Plans and specifications, attached hereto collectively as Exhibit "F";
- G. Contract Administrator information, attached hereto as Exhibit "G";
- H. Cherokee County Code of Ethics;
- I. 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: All labor, materials and equipment necessary to construct a Storage Building for the Sheriff's Office at the Roger Garrison Law Enforcement Training Center located at 516 Chattin Dr, Canton, GA 30144 (the "Project").
- B. Architect [to be used when architect is retained]. The Project has been designed by Mark Robillard Architects, Inc. (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, Construction of a Storage Building. 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"), and the Parties intend that all Work shall be completed on or before _____, 20___. 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 \$_____, except as outlined in Section 6 below (the "Contract Price"). The compensation for Work performed shall be based upon _____ [specify hourly rate, flat fee, or other basis].
- B. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by Michael L. Owen (contract administrator) 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 Michael L. Owen (contract administrator) 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

_____ 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.

This Section not used; Project cost is not \$100,000 or greater.

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 "D" and "E" (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 “D”, 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 “E”, 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:

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

(2) Reports and Information: Upon request, 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 Roger Garrison Law Enforcement Center located at 516 Chattin Drive, 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 one 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 one 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 one-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 one-year warranty 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. Michael L. Owen'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. Michael L. Owen'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 MICHAEL L. OWEN (CONTRACT ADMINISTRATOR). THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE COUNTY AND MICHAEL L. OWEN (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 MICHAEL L. OWEN (CONTRACT ADMINISTRATOR) TO THE COUNTY.

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 Michael L. Owen for the County and _____ 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:

Cherokee County Board of Commissioners
c/o Procurement & Risk Management Department
1130 Bluffs Pkwy
Canton, GA 30114

NOTICE TO CONTRACTOR shall be sent to:

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.
- I. 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: _____

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"

[INSERT REQUEST FOR PROPOSALS]

EXHIBIT "B"

[INSERT PROPOSAL DOCUMENTS FROM CONTRACTOR]

EXHIBIT "C"

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 "D"

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

Name of Contractor

2014-71: CCSO Storage Building
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 _____, ____, 20__ 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 _____, 20__.

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "E"

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

2014-71: CCSO Storage Building
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 "F"

[PLANS AND SPECIFICATIONS TO BE INSERTED]

EXHIBIT "G"

Contract Administrator:

Michael L. Owens

Email: mlowen@cherokeega.com

Phone: 404-660-1649

Fax:

Mailing Address:

Procurement Summary

Date Submitted: 9-Jul-14
Submitted by: Savannah Shadburn
PSA Number: 2014-71
Value of Contract: \$46,147
Period of Performance: 90 Calendar Days
Supplier Name: Hawkins Construction
General Description: Construction of a Storage Building
Source of Funds: SPLOST V

Contract Information

Proposed Contract Type

	Standard Professional Services Agreement
X	Standard Construction Services Agreement
	PSA with Exceptions Approved by Counsel
	Supplier Agreement Approved by Counsel
	Standard Purchase Order

Formal Advertised Procurement: Yes X No*

Number of Bidders Contacted / Number of Bids Received: WEB 2

Supplier Selection Based on:

	Only One Bidder
	Lowest Bidder
	Lowest Evaluated Bidder
X	Highest Proposal Scoring
	Other*

Weight	Evaluation Criteria
50%	Price
30%	Previous Experience/References
20%	Schedule

If Award to Non-County Business: (If Applicable)

	No <i>Cherokee County</i> Business submitted bid/proposal
	CC Business bid/proposal was non-responsive/not-responsible
	CC Business not within 5% of Low Bid (for consideration)
	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location
69	\$ 83,000.00	Hawkins Construction	Waleska, GA
65.3	\$ 134,000.00	Headley Construction	Newnan, GA

Fair Price Determination:

Method	Price Analysis Type
	Lowest Bidder
x	Lowest Evaluated Bidder
	Best Pricing Among Comparable Features / Suppliers
	Market Analysis or Market Pricing
	State Contract Pricing
	Other, see attached price analysis.

Important Price Evaluation Notes: _____

Why Other Than Low Bidder Selected: _____
(If Applicable)

*Notes:
 Low: \$83,000 - High: \$134,000 - Average: \$108,500
 Savings/High: \$51,000 - Savings/Avg: \$25,500

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-71
 RFB/RFP NAME: CCSO STORAGE BUILDING
 BID DUE DATE/TIME: 7/9/2014 @ 2:00PM

Proposals Received (no particular order)

NAME	CITY/STATE	Form A	Form B	Form C	Form D	Form E	SOW	Itemized Cost	Plan & Schedule	Price
HAWKINS CONSTRUCTION		YES	YES	YES	YES	YES	YES	NO	NO	\$ 83,000.00
HEADLEY CONSTRUCTION		YES	YES	YES	YES	YES	YES	YES	YES	\$ 134,000.00

Form A = E-Verify, Form B = References, Form C = Non-Collusion Affidavit, Form D = Addenda Acknowledgement, Form E = Exceptions to County PSA

Notes:

Opening/Reading Attendance

COMPANY	NAME
CC Procurement	SAVANAH SHADBURN
	MIKE OWENS
	STACEY WILLIAMS

RFP Coversheet

Cherokee County Georgia	<h1 style="margin: 0;">Request For Proposals</h1> <h2 style="margin: 10px 0 0 0;">2014-71</h2> <h3 style="margin: 0;">Construction: Sheriff's Office Storage Building</h3>																														
																															
General Description of Goods & Services Solicited / Opportunity Overview																															
<p>The County is soliciting proposals from qualified general contractors to construct a storage facility for the Cherokee County Sheriff's Office. The storage facility will include a restroom, storage area, and attached kennels as seen in the attached project design incorporated and attached as Exhibit 1.</p>																															
Department Soliciting Procurement	Procurement Officer																														
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Send Proposals Addressed as Follows																															
2014-71																															
Cherokee County Department of Procurement Administrative Building 1130 Bluffs Parkway Canton, GA 30114																															

RFP Coversheet

Documents Provided and Required by the County

Documents Provided By the County in the RFP Package		
	Document	Location
1	Specifications and Drawings	Exhibit 1 to RFP
2	Construction Services Agreement	Exhibit 2 to RFP
3	Bid E-Notification Application	Section 6
4	/	/
5	/	/
6	/	/
7	/	/
8	/	/
9	/	/
10	/	/

County's Standard Forms (to be completed and returned as part of the Proposal by Supplier)		
	Form/Worksheet/Exhibit	Location
1	Form A - E-Verify Affidavit	Section 5
2	Form B - Business References	Section 5
3	Form C - Non-Collusion Affidavit	Section 5
4	Form D - Addendum Acknowledgement	Section 5
5	Form E - Exceptions to the County's PSA	Section 5
6		
7		
8		
9		
10		

Additional Criteria/Forms Required for Submission of a Responsive Proposal		
1	Section 3: Statement of Work	
2	Detailed Cost Proposal	
3	Detailed Project Plan and Schedule	
4	/	/
5	/	/
6	/	/
7	/	/
8	/	/
9	/	/
10	/	/
11	/	/
12	/	/

Section 1: Standard Terms and Conditions

Introduction: The following pages contain the County's standard RFP information and terms and conditions

1.1 Opportunity Overview

What is a Request for Proposal?	County Solicitation
<p>A Request for Proposal (RFP) is a formal solicitation process designed to advertise the County's requirements for goods or services and allow businesses and organizations to offer cost-effective solutions that meet the County's objectives. The RFP promotes a competitive process that presents businesses and organizations the opportunity to offer solutions (to the County's requirements) that are evaluated by a team of County representatives on several criteria including, but not limited to: cost, project approach, and prior experience providing similar goods and services. The Supplier who provides the most comprehensive solution, at the best value to the County, will ultimately be considered for award of a contract with the County based on their proposal.</p>	<p>Issuing Department</p>
	<p>Cherokee County Sheriff's Office</p>
	<p>General Opportunity Description</p>
<p>For the purpose of this RFP, the terms Contract, Agreement and Professional Services Agreement (PSA) are interchangeable. Additionally, the terms Supplier, Proposer, Vendor, Awarded Vendor, Contractor and Bidder are interchangeable. Finally, the terms Proposal and Bid are also interchangeable.</p>	<p>The Cherokee County Sheriff's Office is seeking qualified general contractors to construct a storage building at the Roger Garrison Law Enforcement Center located at 516 Chattin Dr in Canton based on the project design included in this proposal. The design will be for a utility building that includes a storage area, restroom, and attached kennels.</p> <p>The schedule for the project should not exceed 90 calendar days from the County's Notice to Proceed issued to the awarded contractor.</p> <p>Evaluation of the contractor will be determined through an analysis that includes overall cost to the County, contractor's past perform and and references, and the contractor's response to the drawings and proposed schedule for project completion.</p>
<p>The RFP is not a hard bid, selection and award of a contract will be made on the basis of the criteria as outlined in this document.</p>	
<p>This solicitation and all accompanying documents will be posted on the Cherokee County website (http://www.cherokeega.com/applications/bids-rfps/).</p>	
<p>Please continue to visit the Cherokee County web page on a regular basis for additional opportunities offered by the County. Suppliers are also encouraged to submit the County's Bid Notification form to receive information by email of future opportunities with the County.</p>	

Section 1: Standard Terms and Conditions

1.2 Project Schedule

The table below represent the County's best estimate of the schedule of events for this RFP. Unanticipated occurrences during the procurement period may necessitate adjustments to this schedule. If an Event of this schedule, such as the Due Date for Submitting Questions or the RFP Submission Deadline, is altered or delayed, the rest of the schedule may be shifted as appropriate. All official documents, dates, and times will be posted to the Bids/RFP section of the Cherokee County website (<http://www.cherokeega.com/applications/bids-rfps/>). The County encourages all Suppliers to monitor the website regularly during the procurement process to stay abreast of dates and information regarding this procurement opportunity.

Standard RFP Events / Meetings		
Event	Date	Time
RFP Issued	6/25/2014	4:00:00 PM
Pre-Proposal Conference	7/2/2014	10:00:00 AM
Questions Due	7/2/2014	4:30:00 PM
Questions Answered	7/7/2014	2:00:00 PM
RFP Due Date	7/9/2014	2:00:00 PM
Anticipated Award Date	7/15/2014	6:00:00 PM
Additional Events /Meetings		
Event	Date	Time
N/A		

1.3 Pre-Proposal Conference

Conference Location	Date	Attendance Requirement
Cherokee County Sheriff's Office	7/2/2014	Mandatory
Roger Garrison Training Center		
516 Chattin Dr	Time	Suppliers are required to attend this conference for their proposal to be considered by the County
Canton, GA 30114	10:00:00 AM	

Americans with Disabilities Act (ADA) Accommodations: For reasonable ADA Accommodations, please contact the procurement representative listed in this RFP at least 7 business days in advance to ensure that necessary arrangements are made.

Section 1: Standard Terms and Conditions

Purpose: The purpose of the Pre-Proposal Meeting is to provide information regarding the RFP and Statement of Work, and to address any questions and concerns regarding the goods and/or services being solicited by the County through this RFP. All information presented by County representatives during the Meeting must be included as addendum and posted to the County website to be considered a formal part of the RFP.

Suppliers Must Sign the Meeting Attendance Sheet: All attendees at mandatory pre-proposal conferences will be required to sign an attendance sheet indicating their attendance at the Meeting. Signatures will be collected prior to the start of the Meeting and will continue to be accepted for a period of 15 minutes once the Meeting has begun. After the 15 minute grace period, it will be at the sole discretion of the County Representative to allow signatures. Suppliers who do not attend mandatory RFP meetings, or who do not sign the attendance sheet for mandatory meetings, will be considered unresponsive. Suppliers are responsible for attending the Meeting, the County assumes no responsibility for the supplier's attendance or directions to the Meeting.

1.4 County Contact and Question Regarding the RFP

County Contact

After the RFP issue date, all communications between the County's Procurement Department and prospective Bidders shall be in writing. Any inquiries, requests for information, technical questions, clarifications, or additional information shall be directed to:	Kristi Thompson
	kthompson@cherokeega.com
	(678) 493-6000
Proposers are not allowed to communicate with County staff or elected officials regarding this procurement, except at the direction of the Procurement Agent in charge of this solicitation or as designated by the Procurement Agent. Unauthorized contact may disqualify the proposer from further consideration.	

Questions

Question Due Date/ Time	Answers to Questions
All Questions must be received by the County by the following date and time:	The County shall coordinate all questions and requests for information and provide written answers via formal Addenda, posted to this project's webpage at: http://www.cherokeega.com/applications/bids-rfps/ .
7/2/2014 4:30:00 PM	
Question Answer Date/ Time	Questions and responses regarding the scope of the proposal will be provided to all prospective Proposers by issuance of an Addendum posted on the County's website. All questions shall be received by the County's Purchasing Department no later than the scheduled date.
All questions shall be received by the County's Purchasing Department no later than:	
7/7/2014 2:00:00 PM	

Section 1: Standard Terms and Conditions

Question Requirements & Receipt

1. All questions concerning this RFP shall reference the RFP number, section number, and paragraph (emailed questions shall also reference RFP number, section number, and paragraph in the subject line) and provide an email contact for acknowledgement. Questions and responses regarding the scope of the proposal will be provided to all prospective Proposers by issuance of an Addendum posted on the County's website. All questions shall be received by the County's Purchasing Department no later than the scheduled date.
2. Questions will not be considered received by the County until the County issues an email acknowledgement of receipt to the Proposer. It is the Proposer's responsibility to ensure that the County has received the question and that an acknowledgement has been sent verifying receipt. Questions received after the deadline above may not be considered.

1.5 RFP Addendum

Addenda Will be Posted on the County's Website: The County may modify the RFP from time to time during the open period of the RFP process. All addenda will be posted on the County website. Proposers are encouraged to monitor the website on a frequent basis to stay updated on the RFP as the County reserves the right to modify any and all aspects of this RFP up to the date that an award is made. It is the Proposer's responsibility to ensure that they have read and followed any additional requirements issued through addenda issued on the website. Failure to submit proposals in accordance with the addendum may be cause for rejection of the proposal.

Addendum Acknowledgement: If included in the RFP package, proposals must include the Addendum Acknowledgement Form to this RFP showing that all addenda issued for this RFP have been read and acknowledged.

1.6 Proposal Preparation

Completeness of Proposals: Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposal Organization: Proposals should be well organized according to the terms of this RFP. Where there are no controlling terms, the RFP should be organized as similar to the RFP organization as practical.

All proposal documents must be one-sided and unbound, and printed on 8.5"X11" paper. The proposal package submitted must contain completed versions of all the documents and worksheets.

Cost of Proposal Preparation: Any and all costs associated with preparing a response to this RFP will be solely borne by the Supplier and those costs shall not be reimbursed by the County.

Section 1: Standard Terms and Conditions

Proposers Authorized Signature: Proposals shall be signed by an authorized representative of the Supplier. This signature shall legally bind the business submitting the proposal and act as a guarantee that the that the prices quoted were established have been established without collusion and without effort to preclude the County from obtaining the best possible supply or service.

Meets All County Requirements: Proposals must meet all of the County's requirements. Failure to submit all information requested may result in the Procurement Director requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposers failing to comply with the County's requirements may be subject to ranking reductions. The County further reserves the right not to evaluate, to deem non-responsive, or to disqualify proposals that do not follow the County's requirements, that are difficult to read or understand, or are missing the requested information. Proposals, which are substantially incomplete or lack key information, may be rejected as non-responsive. Mandatory requirements are those required by law or regulations, or are such, that they cannot be waived and are not subject to negotiation.

Information which the Supplier desires to present but does not fall within any of the requirements of the RFP should be inserted at the end of the proposal and designated as additional material.

1.7 The Proposal Package

Must Include Required Forms and Additional Requirements: The proposal must include completed versions all of the County's Standard forms in addition to any additional submission requirements included in the RFP package, including, but not limited to, forms, worksheets, samples, plans, et cetera. Only the forms included in the RFP will be accepted. Use of other forms may result in the proposal being deemed "non-responsive" and the Proposal may be disqualified. Please use the tables included with the RFP Cover Sheet as a guide. The tables are meant to act as only a reference. Any requirements provided as part of the proposal package must be submitted to the County even if they are not referenced in the Cover Sheet Tables.

Proposals Must Be Complete: Proposals must be complete in all aspects, modifications to the specifications, forms, or terms will not be permitted. Failure to complete the required forms and documents before submission may render the RFP non-responsive and remove the Proposer from consideration for award.

1.8 Delivery of the Proposal

Submit proposals to the following address:	Date Proposals Must be Received	7/9/2014
2014-71		
Cherokee County Department of Procurement	Time by Which Proposals Must be Delivered	2:00:00 PM
Administrative Building		
1130 Bluffs Parkway		
Canton, GA 30114		

It is the suppliers sole responsibility to ensure that their proposal is properly delivered to the County on or before the stipulated due date. Proposals received after the due date will not be considered.

Section 1: Standard Terms and Conditions

Originals and Copies

The submitted proposal must include **1 (one)** proposal(s) with all original documents.
Additionally, the County requires that **3 (three)** copies be submitted with the original.

Delivering Proposals: Proposals are to be mailed or hand delivered to the address above. Proposals must include the RFP number on the address label. Cherokee County will not be responsible for opening any proposals not appropriately marked.

Proposals must be submitted to the County in a sealed envelope clearly marked on the outside with the RFP number, RFP title, due date and time.

Proposals will not be accepted by fax or email without the written permission of the Director of Procurement & Risk Management. Proposals not containing all of the required documentation and forms may be determined "non-responsive".

Proposals submitted in response to this RFP shall be a firm offer and the specifications and pricing submitted shall remain valid for a period of 90 days from the proposal submission deadline.

1.9 Proposals Become County Property

All proposals and supporting materials as well as correspondence relating to this RFP become property of the County when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents (or a major portion of the contents) of the proposal is proprietary will not be honored.

1.10 Proprietary Information

As Required by the Georgia Open Records Act, information submitted as part of the proposal may be made available for public inspection upon request. Information submitted as part of a RFP and considered to be a trade secret under Georgia Law is exempt from public inspection provided that the entity submitting the proposal also submit and attach an affidavit identifying and affirmatively declaring that specific information in the records constitutes a trade secret. Data or information so identified will remain confidential to the extent allowed by law and will be used by Cherokee County personnel solely for the purposes of evaluating proposals and conducting contract negotiations. It is the Proposer's responsibility to affirmatively protect any rights to proprietary information submitted to the County through the proposal process.

1.11 Subcontractors

Suppliers whose proposal will include the use of subcontractors must identify the aspects of the project that they intend to subcontract.

1.12 Proposal Withdrawal

Suppliers may withdraw their bids due to unintentional errors. Proposals received prior to the due date and time may be withdrawn through formal request signed by an authorized individual. Once the proposals have been opened, supplier shall give notice in writing of his claim of right to withdraw his bid due to an error within two (2) business days after the date of final submission to

Section 1: Standard Terms and Conditions

the County. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

1.13 Classification of Proposals as Responsive and Responsible

All proposals will initially be classified as either "responsive" or "nonresponsive".

Proposals may be found nonresponsive any time during the evaluation process or during negotiations if any of the required information is not provided, the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP, or the proposal is not within the plans and specifications described and required in the RFP. Proposals found nonresponsive will not be considered further.

The Procurement Officer or designee will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility.

1.14 Evaluation of Proposals

The Evaluation Committee will evaluate the remaining proposals and recommend whether to award to the highest-ranking Offeror or, if necessary, to seek discussion/negotiation or a "best and final offer" in order to determine the highest-ranking Offeror.

1.15 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration

The Selection Committee may invite any number of the Proposers to interview, if necessary. The number of Proposers interviewed will be at the sole discretion of the Selection Committee. Cherokee County reserves the right to make a selection based solely upon review of the submitted written Proposals and may elect NOT to conduct interviews with any of the Proposers.

Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the County to discuss technical and contractual aspects of

Section 1: Standard Terms and Conditions

the proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

1.16 Best and Final Offer

The "Best and Final Offer" is an option available to the County under the RFP process which permits the County to request a "best and final offer" from one or more Offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer", which must include any and all discussed and/or negotiated changes.

1.17 Award

Award will be made to the proposer offering the best value as determined by the County. The County may make such investigations as it deems necessary to determine the ability of each proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

1.18 Option to Select Multiple Proposals

If this box is marked this section is N/A

Intentionally Left Blank

Intentionally Left Blank

1.19 County's Right to Amend and/or Cancel

Cherokee County reserves the right to amend or cancel this solicitation at any time prior to award. Amendments will be made in writing and publicly posted as one or more addenda on the Cherokee County Website. Suppliers are responsible for reviewing all addenda and making any necessary or appropriate changes and/or additions to their responses.

1.20 County's Right to Reject Proposals

The County reserves the right to reject any or all proposals, to waive irregularities, informalities, or technicalities, and to make a selection and final award as deemed to be in the best interest of the County. The County further reserves the right to reject the proposal of any business or organization that has previously failed to perform properly or complete contracts of a similar nature in a timely manner, or who upon investigation shows is not in a position to perform the contract.

1.21 County Assumes No Contractual Obligation During the Procurement Process

The County assumes no contractual obligation from: the issuance of this RFP, the preparation or submission of a proposal by a Supplier, the evaluation of a proposal, or the selection of finalists. Additionally, no work may begin, nor is the County liable for any costs whatsoever, until the contract has been duly signed and certified by the appropriate parties.

Section 1: Standard Terms and Conditions

1.22 Contractor Responsibility

The Contractor is responsible for furnishing and delivery of all Property included in this Agreement, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.

1.23 Supplier's Submission of a Proposal Constitutes a Contractual Offer to the County

Submission of a response (completed, signed and returned) shall constitute an offer to provide the goods and/or services specified by the Supplier, at the prices stated in the proposal, in accordance with the terms and conditions of the County's Contract and the terms and conditions of this RFP. Upon receipt of a proposal, it is understood that the proposer has reviewed the documents with the understanding that Cherokee County requires that all agreements between the parties must be entered into via these documents. The offer must provide all information requested and must address all requirements. Suggested exceptions to requirements and Contract modifications, while allowed, are discouraged. Failure to enter into a contract with the County within 60 days may allow the County to render the proposal non-responsive.

If any exceptions are taken to any part of the RFP or contract, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the County's Contract in its entirety. The County reserves the right to reject all exceptions and award the contract to suppliers who agree to the County's terms and conditions. The County further reserves the right to modify the terms and conditions of its standard contract as needed. Upon County's written acceptance of the contract, County may order from Supplier and pay for, at the agreed prices, all articles specified and delivered.

When received, all proposals and supporting materials, as well as correspondence relating to the RFP, shall become the property of Cherokee County.

1.24 Proposal Errors

When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her proposal is accepted.

1.25 Completeness

To be responsive, a bid must include all information required by the solicitation.

1.26 Omissions by the County

Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he

Section 1: Standard Terms and Conditions

or she shall notify the Purchasing Agent at least five (5) days prior to the date set for submission of proposals. If necessary, the Purchasing Agent will issue an addendum for clarification to all bidders.

1.27 Tax Exemption

The County is exempt from the payment of any federal excise or any Georgia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County

1.28 Specifications

A. Questions About Specifications

Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, by the question submission deadline listed in the RFP. No inquiries, if received by the Purchasing Agent after the question submission deadline will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be posted to the County's website before the proposal submission deadline. Oral answers will not be authoritative.

B. Brand Name or Equal Items

Unless otherwise provided in the proposal, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

C. Formal Specifications

When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the proposer will be required to furnish articles in conformity with that specification. The proposer shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

D. Reliance on Suppliers Specifications

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. No approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness,

Section 1: Standard Terms and Conditions

suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services in accordance with sound and accepted professional and industry principals.

1.29 Proposer's Acknowledgement

The Proposer, by submitting a Proposal represents that:

- 1 The Proposer has read and understands the entire Request for Proposal document and all of its attachments and addendum and the proposal is made in accordance with all of the requirements and expectations contained therein; and

- 2 The Proposer is familiar with the local conditions under which the awarded Vendor and proposed services and/or products must perform. The Proposer possesses the capabilities, resources and personnel necessary to provide efficient and successful service to the County; and

- 3 The Proposer has made all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County upon which the Proposers will rely. If the Proposer receives an award, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief.

Section 2: Unique Terms and Conditions

1. Evaluation Criteria

The evaluation of this proposal will be based on the following weights and criteria:

Evaluation Factor	Weight	Description
Cost	50	Reference Section 4, #1
Previous Experience/Business References	30	Reference Section 4, #2
Detailed Response to Architectural Design and Proposed Project Schedule	20	Reference Section 4, #3

Section 3: Statement of Work

The "work" solicited through this RFP will be for the construction of a storage building with attached kennels which meet the specifications and drawings as outlined in Exhibit 1.

Additionally, the Proposer must agree to meet the following requirements of the County for construction projects.

		Agreed
1	General Contractor is responsible for meeting all requirements contained in this RFP.	
2	General Contractor must be a licensed State of Georgia General Contractor in order to submit a "responsive" Proposal.	
3	General Contractor is responsible for all labor, materials and equipment necessary to complete the project.	
4	General Contractor is responsible for the cost of and obtaining any required licenses and permits necessary to complete the project.	
5	General Contractor is responsible for having and maintaining insurance throughout the Project as outlined in the Construction Services Agreement Section 7K.	
6	General Contractor is responsible for ensuring all subcontractors are properly licensed and comply with E-Verify subcontractor regulations.	
7	General Contractor shall comply with all federal, state and local laws and regulations, as applicable.	
8	General Contractor is responsible for ensuring that no liens or other restrictions have been attached or will be attached to the County property due to their work.	
9	General Contractor shall conduct all work in an organized and safe manner.	
10	General Contractor is responsible for ensuring subcontractor compliance with the terms and conditions of this RFP, the Construction Services Agreement, completing the required work according to the specifications and drawings outlined in Exhibit 1, as may be amended through change orders, and compliance with all applicable federal, state and local laws and regulations.	
11	General Contractor agrees to leave the work site clean and orderly upon completion of the Project.	
12	General Contractor agrees to provide copy of current Georgia GC license with their Proposal.	
13	General Contractor agrees to provide copy of current insurance policies and limits with their Proposal.	

Section 4: Technical / Cost Proposal

Please review Exhibit 1 of this RFP. Proposal should address your firm's ability to perform the work according to the Architect's design. Contractors must show their ability to construct the building according to the provided design, but may also provide additional details or professional comments. If utilizing a subcontractor for any part of this project, the contractor should identify the areas to be subcontracted and include sufficient detail in order to demonstrate the subcontractor's experience and references.

1. Cost Proposal (50%)

Please provide as part of a "responsive" Proposal, a detailed cost proposal that breaks down the various costs associated with construction of the storage center. The more detailed the cost breakdown, the better, but at a minimum this should mirror the steps contained in the Specifications for foundation, completing the structure, and installing the electrical and plumbing. This should include a bill of materials.

Allowance: There is a site allowance of seven thousand dollars (\$7,000) which shall be used by all Proposers for the cost of the site work and shall. This allowance shall be included in the Proposer's lump sum total and shown on the detailed cost proposal as a line item.

2. Previous Experience and Business References (30%)

a. Previous Experience

General Contractor should include a list of similar projects with pictures of the completed construction.

b. Discussion of Qualifications

General Contractor should submit a discussion of qualifications which clearly demonstrates its ability to perform the work. This should reference previous projects as well as the specifications included in the Architectural Design exhibit.

c. Business References

Business references should be submitted **only** on the County's standard form (Form -B) included in the RFP package.

3. Project Schedule and Response to the Drawing (20%)

Please provide as part of a "responsive" Proposal, a project plan that identifies the various stages leading up to project completion as well as the proposed time period to complete each stage. The time period should include timelines and milestones based on the Specifications. This section may also include any response to the drawings contained in Exhibit 1.

County's Standard Forms

FORM A: E-Verify

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 ID Number

Date of Authorization

Name of Contractor

2014-71: CCSO Storage Building

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

Exemption from E-Verify Requirements

Please provide an explanation of why you are exempt from this requirement in the space below:

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

[NOTARY SEAL]

NOTARY PUBLIC

County's Standard Forms

Form B: Business References

Please provide a minimum of **5** business references on the form below.

Letters of reference are not needed but can be included separately in the proposal. Failure to list references on this form and provide all requested information may result in the Proposal being deemed "non-responsive". The County reserves the right to evaluate a suppliers capability to perform the work by using references not provided by the Supplier. These external references may be used in determining a supplier's overall evaluation score.

- 1 Company Name: _____
 City/State: _____
 Contact Name: _____
 Phone: _____
 Email: _____
 Project Description: _____

- 2 Company Name: _____
 City/State: _____
 Contact Name: _____
 Phone: _____
 Email: _____
 Project Description: _____

- 3 Company Name: _____
 City/State: _____
 Contact Name: _____
 Phone: _____
 Email: _____
 Project Description: _____

- 4 Company Name: _____
 City/State: _____
 Contact Name: _____
 Phone: _____
 Email: _____
 Project Description: _____

- 5 Company Name: _____
 City/State: _____
 Contact Name: _____
 Phone: _____
 Email: _____
 Project Description: _____

County's Standard Forms

Form C: Non-Collusion Affidavit

I state that I am authorized to execute this AFFIDAVIT on behalf of my company, and its owners, directors and officers and I further state that:

1. The price(s) shown in this Bid/Proposal has/have been arrived at independently and without consultation, communication, or agreement with any other contractor, responder, or potential responder to the Request for Bids (RFB)/Request for Proposals (RFP); and
2. Neither the price(s) nor the amount of the Bid/Proposal, and neither the approximate budgets nor approximate amounts in this Bid/Proposal, have been disclosed to any other company or person who is a responder or potential responder to this RFP, and they will not be disclosed before the Bid/Proposal opening; and
3. No attempt has been made or will be made to induce any company or person to refrain from responding to this RFB/RFP, or to induce them to submit a budget that is higher than the budget in this Bid/Proposal, or to submit any intentionally high or noncompetitive Bid/Proposal or other form of nonresponsive Bid/Proposal; and
4. The price(s), proposal and budget prepared are made in good faith and not pursuant to any agreement, discussion with or inducement from any agency, company or person to submit a complementary or other noncompetitive Bid/Proposal.

I state that _____ understands and acknowledges that
(Name of Company)

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 company 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.

Signature

Date

Printed Name

Sworn to and subscribed before me this _____ day of _____, 20____

Title

(Notary Public)

[SEAL REQUIRED]

My Commission Expires: _____

County's Standard Forms

Form D: Addendum Acknowledgement

The County will occasionally issue addenda to their RFPs on the County website. Addenda issued by the County may alter the original requirements of the RFP by adding additional requirements, modifying the Statement of Work or Evaluation Questions, or changing important dates. The Supplier is responsible for monitoring the County's website for addenda related to this RFP and making sure their proposal is responsive to the requirements of the RFP.

Please use the form below to acknowledge that you have read and agree to the addenda that has been posted by the County. If no addenda has been issued, please check the box indicating that no Addenda has been issued and include this form with your RFP

PROPOSER acknowledges receipt of the following addenda (as applicable):

Addendum Number: _____ Date: _____

No Addenda

Please mark this box with a check or an "X" if no addenda has been issued for this RFP.

(Company Name) _____

Signed By: _____

Printed Name/Title: _____

County's Standard Forms

Form E: Exceptions to the County PSA

Using this Form, please provide any exceptions your firm, your attorney or your insurance underwriter may have to the terms and conditions of the Cherokee County Contract included in the RFP (Professional Services Agreement [PSA] or Construction Services Agreement [CSA]).

The County is under no obligation to accept exceptions or modifications suggested by the Supplier (or any Third Parties/subcontractors), and any noted exceptions and/or request for modifications may be considered during evaluation and may result in rejection. If the Supplier (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the Proposal - not after or during any subsequent negotiations.

Please Note: All exceptions to the County's contract must be listed on this provided form. Only those exceptions that are listed on the forms provided will be evaluated. Any material exceptions may result in the rejection of the proposal and the Supplier will not receive further consideration. One form for each exception or requested modification must be submitted.

Contract Section Title, Heading, Letter or Number:	
Current Term/Condition:	
Alternative Contract Language Proposed	

Proposer's Authorized Representative	
Signature:	_____
Title:	_____
Date:	_____



Bid E-Notifications Application

Please note, an email address is **required to receive notifications **

Company Information

Name of Company: _____

DBA (if applicable): _____

Website: _____

Phone: _____ Fax: _____

Please list up to two (2) company contacts to receive notifications:

Name/Title: _____

Email: _____

Name/Title: _____

Email: _____

*Please select no more than five (5) types of goods/services you are qualified to provide:

- | | |
|--|--|
| <input type="checkbox"/> Advertising Services | <input type="checkbox"/> Lawn & Garden Supplies/Services |
| <input type="checkbox"/> Automobile & Truck Dealers | <input type="checkbox"/> General Contractor (R/C) |
| <input type="checkbox"/> Automotive Parts & Accessories | <input type="checkbox"/> Special Trade Contracting |
| <input type="checkbox"/> Automotive Service Shops | <input type="checkbox"/> Medical Supplies/Services |
| <input type="checkbox"/> Photocopying & Print Services | <input type="checkbox"/> Office & Commercial Furniture |
| <input type="checkbox"/> Clothing & Uniforms | <input type="checkbox"/> Office Supplies |
| <input type="checkbox"/> Computer Maintenance & Repairs | <input type="checkbox"/> Parks Supplies/Services |
| <input type="checkbox"/> Computers, Software & Related Equipment | <input type="checkbox"/> Petroleum & Petroleum Products |
| <input type="checkbox"/> Engineering Services | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> Fire Supplies/Services | <input type="checkbox"/> Trucking & Hauling |
| <input type="checkbox"/> Food & Concession Supplies | <input type="checkbox"/> Utilities—Gas, Electric, Water, Sewage, |
| <input type="checkbox"/> Hardware – Tools & Small Equipment | <input type="checkbox"/> Veterinary Supplies/Services |
| <input type="checkbox"/> Law Enforcement Supplies/Services | <input type="checkbox"/> Other |

CHEROKEE COUNTY SHERIFF'S OFFICE

Storage Building
498 Chattin Dr.
Canton, Ga 30115

Mark Robillard Architects, Inc.

PROJECT DESIGN DATA:

APPLICABLE CODES

2012 EDITION INTERNATIONAL BUILDING CODE
2012 EDITION INTERNATIONAL GAS CODE
2012 EDITION INTERNATIONAL FIRE CODE
2012 EDITION INTERNATIONAL MECHANICAL CODE
2012 EDITION INTERNATIONAL PLUMBING CODE
2011 EDITION NATIONAL ELECTRICAL CODE
2009 EDITION NATIONAL ENERGY CONSERVATION CODE
2010 EDITION ADA: GEORGIA ACCESSIBILITY CODE 120-3-20
2012 EDITION NFPA 101 LIFE SAFETY CODE

Include all applicable amendments and ordinances adopted by the State of Georgia and or Cherokee County.

JURISDICTIONAL AUTHORITY
CHEROKEE COUNTY, GEORGIA

TYPE OF OCCUPANCY:
STORAGE S-1

TYPE OF CONSTRUCTION
TYPE III-B - UNPROTECTED - NON-SPRINKLERED

BUILDING AREA
BUILDING: 1,200 S.F.
COVERED KENNELS: 360 S.F.

INDEX OF DRAWINGS

ARCHITECTURAL
Cover Sheet
A1.0 Construction Plans & Details
A2.0 Exterior Elevations

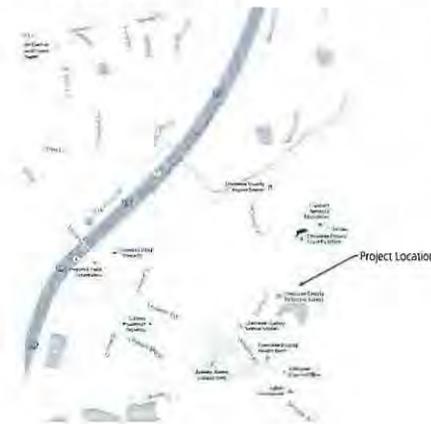
STRUCTURAL
S1.0 Structural Notes
S2.0 Foundation & Roof Plans
S3.0 Sections
S4.0 Details

MECHANICAL
M1.1 HVAC Plan & Details

PLUMBING
P1.1 Plumbing Plan & Details

ELECTRICAL
E1 Electrical Plan & Details
E2 Electrical Specifications & Panel Schedule

LOCATION MAP



GENERAL NOTES:

1. All work shall be in full compliance with all governing code criteria.
2. No building or tenant space shall be occupied until all inspections are completed and a Certificate of Occupancy issued.
3. An approved set of plans and specifications shall be maintained on the job site at all times. Any changes or modifications in approved plans shall be approved by the issuing authority.
4. No combustible materials shall be placed on site until an approved surface has been inspected by the governing authority.
5. Contractor shall check and verify all dimensions and job site conditions, reporting any discrepancies between the job site and drawings to the Architect.
6. The Drawings are intended to illustrate conditions of construction (eg. equipment, clearances, mounting heights, hardware, signage, etc) that fully comply with the governing handicap code criteria. The Contractor shall immediately advise the Architect upon discovery of any conditions that are believed to be contrary to this criteria for review and resolution by the Architect.
7. All materials incorporated into construction of the Project shall be new.
8. Provide minimum size 2x8 wood blocking between studs for attachment of all wall-mounted items, and for wall attachments to secure positioning of floor-supported items.

OWNER'S CONTACT:

Cherokee County
498 Chattin Dr.
Canton, Ga. 30115
678-493-4200
Contact: Michael Owen

ARCHITECT:

Mark Robillard Architects
141 Elizabeth Street
Canton, GA 30114
770 479-1515
Contact: Mark Robillard
Georgia Registered Architect # RA-006615

ELECTRICAL ENGINEER:

Roberts Consulting Engineers
Suite 300
455 East Paces Ferry Rd, NE
Atlanta, Ga 30305
770 491-6660
Contact: Jeff Lacey

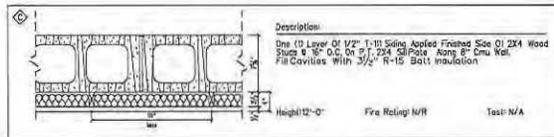
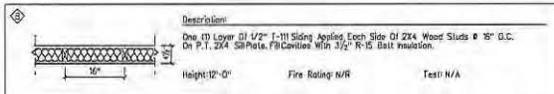
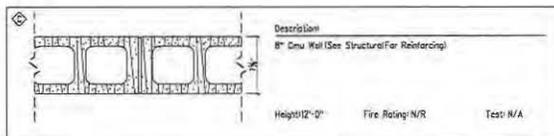
MECHANICAL ENGINEER:

George Engineering Associates, LLC
405 Millard Farmer Rd
Newnan, Ga 30263
770 252-4669
Contact: Martin George

STRUCTURAL ENGINEER

Dunlap Associates
Suite 1830
1301 Shiloh Rd.
Kennesaw, Ga 30144
678 581-1000
Contact: Steve Dunlap

Wall Types

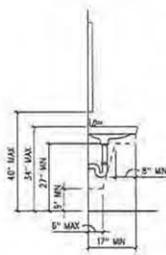


Accessory Legend

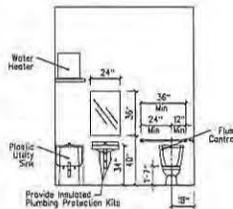
KEY	ITEM	LOCATING HEIGHT A.S.I.
⊙	HAIRY TOILET DEFENSER	60" TO TOP OF UNIT
⊙	SOAP DISPENSER	48" TO TOP OF UNIT
⊙	24" x 36" MIRROR	
⊙	WASH RECEPTACLE	
⊙	30" GRAB BAR	24" TO CENTERLINE OF UNIT
⊙	42" GRAB BAR	36" TO CENTERLINE OF UNIT
⊙	TOILET TISSUE DEFENSER	32" TO TOP OF UNIT

NOTE: PROVIDE 2x8 BLOCKING BETWEEN STUDS FOR ATTACHMENT OF ALL WALL-ACQUIRED BATH AND ACCESSORY.

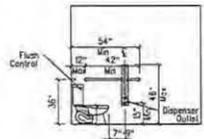
1. CONTRACTOR SHALL PROVIDE AND INSTALL PLUMBING FIXTURES AS INDICATED AND PROVIDE ANY ADDITIONAL ASSEMBLIES INCLUDING DRAIN, STRAINER STOP ETC. TO PROVIDE A COMPLETE FIXTURE INSTALLATION.



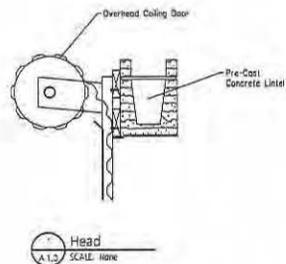
5 Section SCALE: 1/2" = 1'-0"



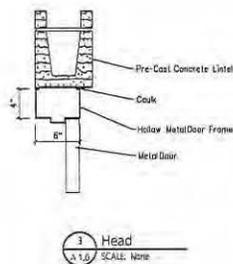
6 Elevation SCALE: 1/4" = 1'-0"



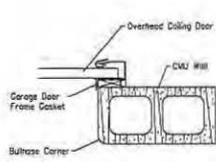
7 Elevation SCALE: 1/8" = 1'-0"



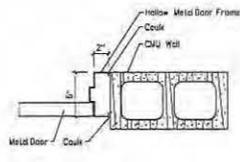
1 Head SCALE: None



3 Head SCALE: None



7 Jamb SCALE: None



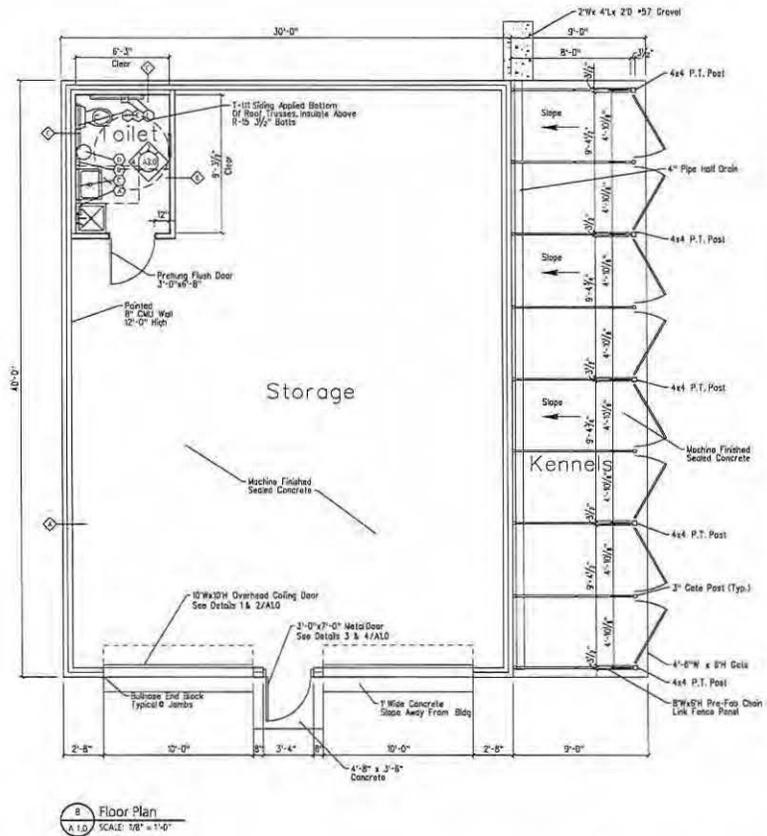
4 Jamb SCALE: None

General Notes

- General Contractor Shall Verify All Existing Conditions Before Beginning Any Work. Any Discrepancies Shall Be Reported To The Architect.
- Provide One (1) Fire Extinguisher For Every 75 Feet Of Travel. General Contractor Is To Supply Furnish Fire Extinguishers As Required By Code To Remove Cartridge At Occupancy. Future Maintenance And/Or Replacement Shall Be By The Tenant.
- Provide Each Toilet Room With A 3' x 2' Mirror Mounted At 48" +/- 2" Max. Paper Towel Dispenser At 36" +/- 2" Max. 24" Long Grab Bar At 30" +/- 1/2" Max. Behind The Toilet. 42" Long Grab Bar At 36" +/- 1/2" Max. At The Side Of The Toilet. Toilet Paper Dispenser Mounted At 30" +/- 1/2" Max.
- Install Blocking In The Walls For All Mirrors.

Door Hardware Note

Handles, pulls, levers, locks, and other opening devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching or twisting of the wrist to operate. Lever operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs. See 901.2.2.4. (3) shall be provided. Georgia Accessibility Code, 1998 Edition.



8 Floor Plan SCALE: 1/8" = 1'-0"

DATE: 04/14/14
REVISIONS:
COMMISSION: 1406

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Cherokee County

TITLE: CONSTRUCTION PLANS & DETAILS
DRAWING: A 1.0

DATE
04/14/14
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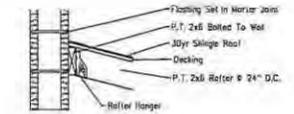
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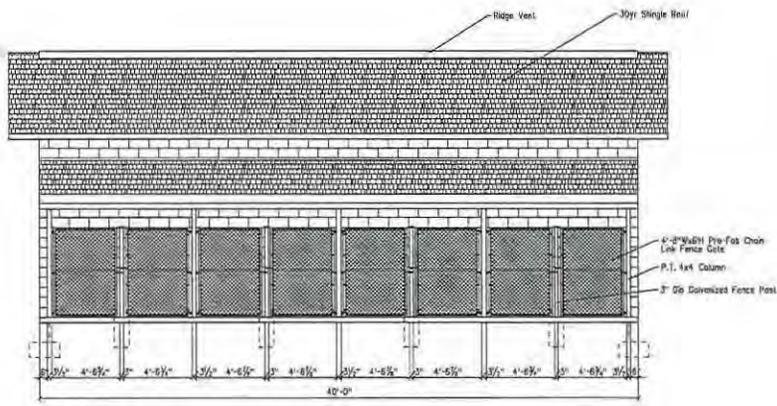
Cherokee County

TITLE
EXTERIOR
ELEVATIONS

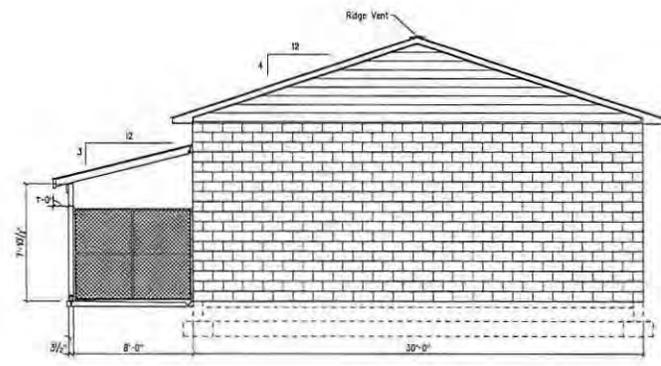
DRAWING
A 2.0



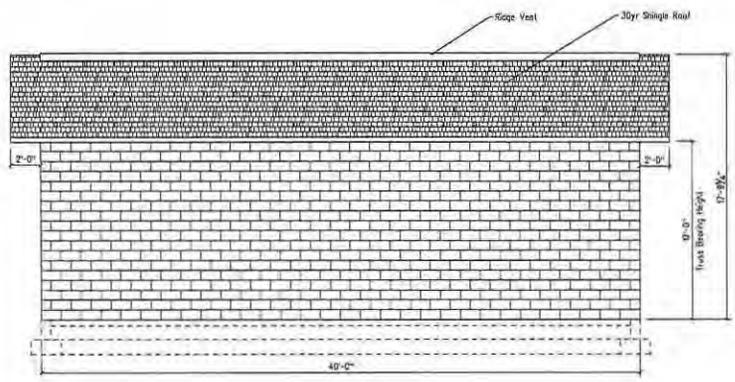
1 Section
A2.0 SCALE: 1" = 1'-0"



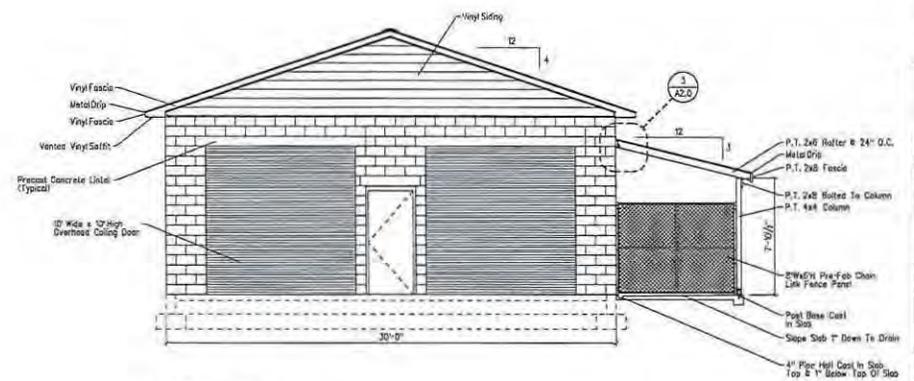
1 Side Elevation
A2.0 SCALE: 1/4" = 1'-0"



4 Rear Elevation
A2.0 SCALE: 1/4" = 1'-0"



2 Side Elevation
A2.0 SCALE: 1/4" = 1'-0"

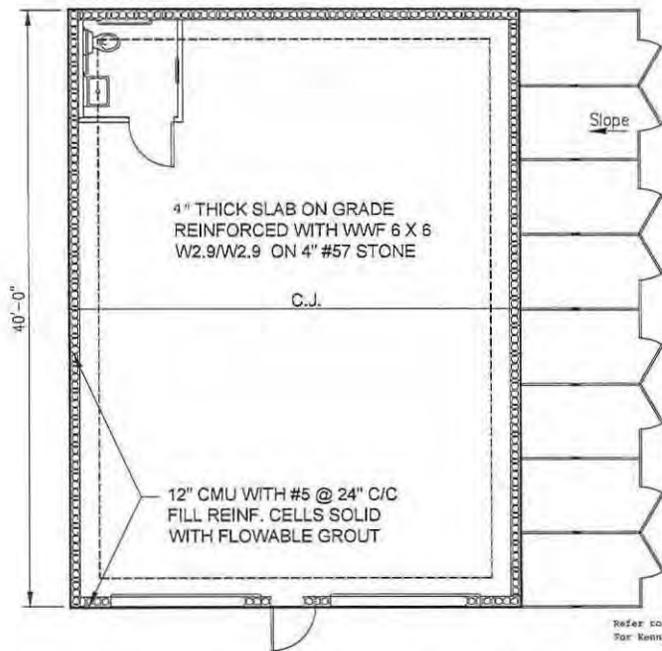


5 Front Elevation
A2.0 SCALE: 1/4" = 1'-0"

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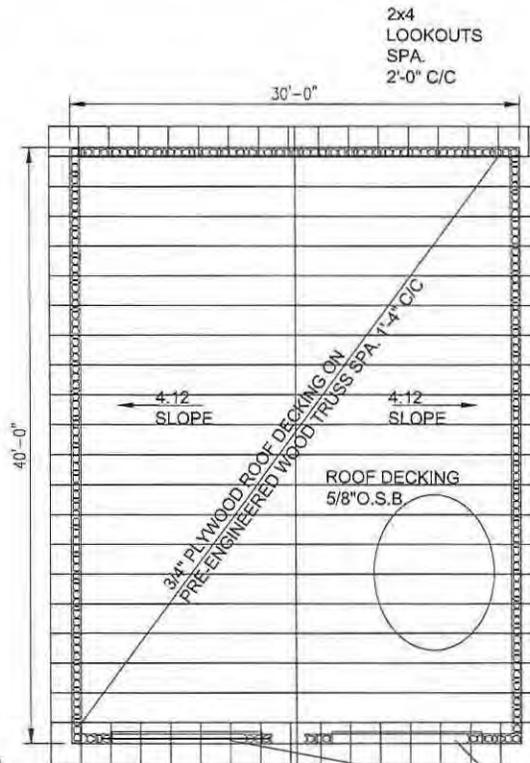


1 FRONT ELEVATION
S1 NOT TO SCALE



2 FOUNDATION PLAN
S2.0 NOT TO SCALE

Refer to Architectural Drawings
For Kennel Configuration



3 ROOF FRAMING PLAN
S2.0 NOT TO SCALE

U-BLOCK HEADER
USE 2#5 CONT. IN
PRESTRESSED PRECAST
"CAST-CRETE" UNITS

DATE
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TITLE
Foundation &
Roof Framing Plan
DRAWING
S2.0

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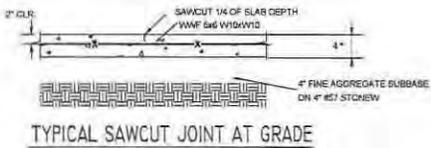
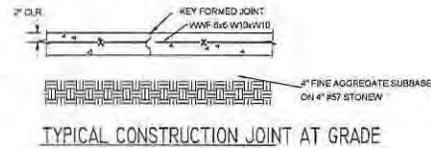
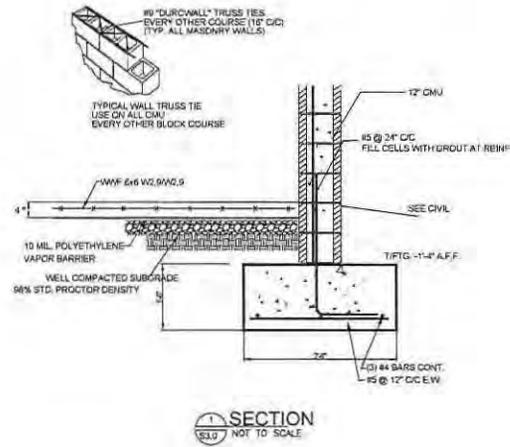
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SHERIFF'S OFFICE

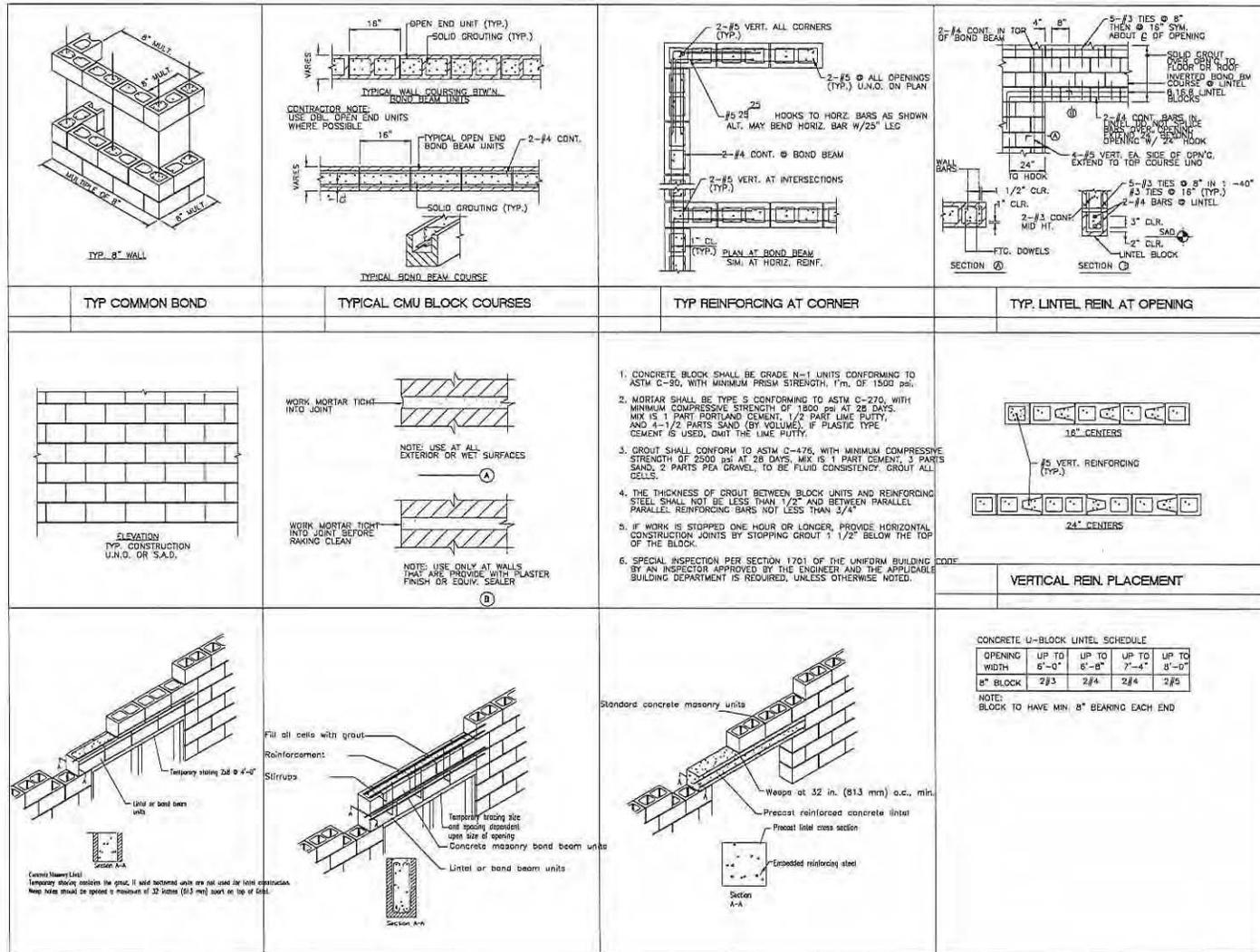
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FOUNDATION
SECTIONS
DRAWING

S3.0





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TITLE
Masonry
Sections
DRAWING
S4.0

PLUMBING SPECIFICATIONS

SCOPE:

The work under this Section shall be to provide a complete plumbing system. All items of work, of cost and expense of any nature whatsoever belonging to or necessary to the completion of work called for in the Specifications or in the Contract Documents are hereby specified to be included in this Contract.

SUBMITTALS:

All materials and equipment which the Contractor proposes to furnish shall be submitted for review. Data shall be complete in all respects and shall reference, where applicable, to the unit symbol utilized on the Drawings and Specifications.

PPING:

All sanitary waste and vent piping shall be schedule 40 DWV PVC with drainage type fittings.

Domestic water piping below grade shall be type K soft copper, installed without joints below the slab. Above ground piping shall be type L copper with wrought copper sweat fittings assembled with lead-free solder.

VALVES:

Valves for Domestic Water System: Ball valves shall have bronze body and solder ends, quarter-turn full port ball valves.

TRAPS:

Provide traps for all fixtures and floor drains, except as noted otherwise. Set traps true and level. Provide exposed traps with brass cleaning screws.

INSULATION:

Pipe insulation shall be one-piece fibreglass sectional pipe insulation with factory applied glass reinforced aluminum foil and white kraft paper flame retardant vapor barrier jacket. Longitudinal jacket tops and butt strips shall be self-sealing. Insulate all domestic water piping with minimum 1" thick insulation.

WATER PRESSURE REDUCING VALVES:

Provide in the cold water service to each building. Each valve shall have capacities and characteristics as shown on drawings. Each RVN Station shall be provided with a stopcock in the line of each valve and unions on both sides. Provide a 3-1/2" D-200 piggy back pressure gauge at the inlet and outlet of each valve.

BACK FLOW PREVENTERS:

Back flow preventers shall consist of two independently acting internally force loaded check valves including gate valves and level cocks, with an intermediate reduced pressure zone. Drain line from unit shall be DWV copper run full size to exterior.

WATER HEATERS:

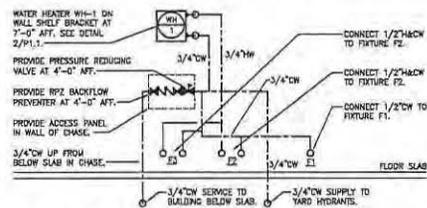
Heaters shall be high efficiency tank type, electric fired, with coilovers as scheduled.

PLUMBING FIXTURES:

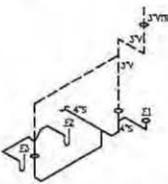
F1 - Water Closet (Accessible): Floor mounted, tank type, elongated white vitreous china, 17" high rim, 1.28 gal, open front seat with check hinge, ADA compliant. American Standard, Kohler, Eljer or Dornie.

F2 - Lavatory (Accessible): Commercial grade white vitreous china, wall mounted with lockuplash, American Standard, Kohler, Eljer or Dornie. Faucet shall be chrome plated brass, single lever type with standard spread, 1/2 gpm max flow and grid drain. American Standard, Chicago, Kohler or Moen.

F3 - Utility Sink: Molded stone basin on painted steel, adjustable legs, Flat model FL-1, or equal. Faucet shall be goose-neck type, with blade handles on 4" centers. Provide grid drain with p-trap.



4 DETAIL - WATER PIPING IN CHASE
P1.1 NOT TO SCALE



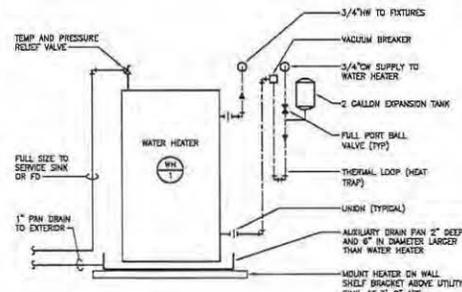
3 SANITARY PIPING RISER DIAGRAM
P1.1 NOT TO SCALE

PLUMBING FIXTURE SCHEDULE									
MARK	FIXTURE	NOTES	RW HEIGHT	COLD WATER		HOT WATER		SOIL/WASTE	
				BRANCH	CONN.	BRANCH	CONN.	BRANCH	CONN.
F1	WATER CLOSET (ACCESSIBLE)	1, 2, 5	17"	1/2"	1/2"	-	-	4"	4"
F2	LAVATORY (ACCESSIBLE)	3, 4, 5	34"	1/2"	1/2"	1/2"	1/2"	2"	1-1/4"
F3	UTILITY SINK	1	34"	1/2"	1/2"	1/2"	1/2"	2"	1-1/2"

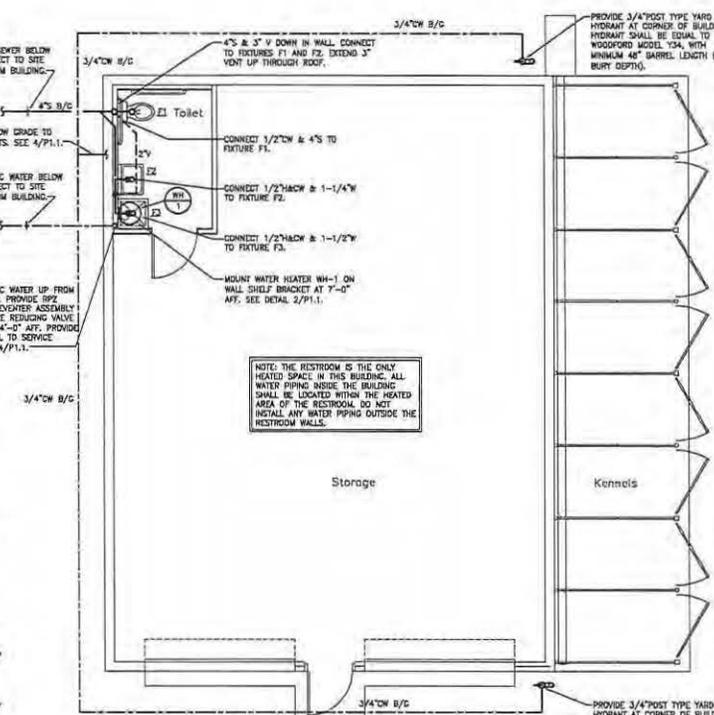
① FLOOR MOUNTED FIXTURE ③ WALL MOUNTED FIXTURE ⑤ HANDICAP ACCESSIBLE FIXTURE
 ② 1.28 GALLONS PER FLUSH ④ SINGLE LEVER FAUCET WITH 0.5 GPM ADJUSTOR

WATER HEATER SCHEDULE							
SYMBOL	HEATER SERVICE	HEATER TYPE	HEAT INPUT	STORAGE CAPACITY	RECOVERY RATE (GPH)	OUTLET TEMP. (°F)	MANUFACTURER & MODEL
WH-1	DOMESTIC WATER	ELEC. STORAGE	1.5 KW	6 GAL.	8.8 @ 70°F RISE	110	LOCHINVAR JRCDDDE, OR EQUAL

PLUMBING LEGEND		
SYMBOL	ABBREVIATION	DESCRIPTION
---	SW	SOIL OR WASTE PIPE
---	V	VENT PIPE
---	CW	COLD WATER PIPE
---	BV	FULL PORT BALL VALVE
---	AFF	ABOVE FINISHED FLOOR
---	A/C	ABOVE CEILING
---	B/F	BELOW FLOOR
---	B/C	BELOW GRADE
---	F	PLUMBING FIXTURE
---	YTR	VENT THRU ROOF



2 WATER HEATER DETAIL
P1.1 NOT TO SCALE



1 FLOOR PLAN - PLUMBING
P1.1 SCALE: 1/4" = 1'-0"

DATE 06/13/14
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CHEROKEE COUNTY

TITLE
PLUMBING PLAN
DRAWING
P1.1

HVAC SPECIFICATIONS

HVAC GENERAL

Refer to all other drawings and specifications, and be responsible for all applicable provisions therein. Furnish and install all necessary labor and materials for a complete system. An appliance or material obviously a part of the system and necessary for its proper operation, although not specifically mentioned herein, shall be furnished and installed as if called for in detail. Workmanship and materials shall be in accordance with all state and local codes, NFPA, ISA, and the building regulations. Obtain and pay for all required permits and fees. Equipment and materials shall be new unless otherwise specified. Mechanical Contractor shall be licensed to handle CFC refrigerants.

Drawings are generally diagrammatic and do not necessarily show every fitting, offset, drop and rise of runs, and detail. Install ducts, equipment, and controls in a neat, workmanlike manner and in accordance with good practice for a complete, workable installation. Avoid conflict with other work, make adequate provisions for preventing noise and vibration. Drawings indicate locations of fixtures, apparatus, ductwork and piping; where these are to be followed as closely as possible, if it is necessary to change the location of same to accommodate building conditions, make changes without additional cost to the Owner and as approved by the Architect. Provide adequate access to equipment and apparatus requiring operation, service, or maintenance within the life of the system. Do not run piping or ductwork, or locate equipment (with respect to switchboards, panel boards, power panels, motor control centers, or dry type transformers) within 42 inches in front of equipment, over equipment, or within 36 inches horizontally of same space.

COORDINATION

Coordinate all work under this Division with work under other Divisions. Provide adjustments as necessary. Equipment, apparatus, ductwork, piping, etc., installed without regard for the space requirements of other trades will be removed at the expense of the installing subcontractor if it creates an unnecessary hindrance to the installation of another trade's work. All items mounted at or below the ceiling and any item penetrating the ceiling shall be coordinated with the architectural reflected ceiling plans.

SUBMITTALS

Submit for review five copies of shop drawings on all equipment, grilles and diffusers, automatic control diagrams, ductwork layout, piping layout, and sheet metal construction standards.

Submit all shop drawings for review and approval prior to purchase, fabrication, and installation.

CLEANING AND ADJUSTING

The exterior surfaces of all mechanical equipment, piping, ducts, etc., shall be cleaned of all grease, oil, paint, and other contamination before installation. Ducts, plenums, and ceilings shall be cleaned of all debris and blown free of all particles of rubbish and dust before installing outlet faces. Settings that require lubrication shall be lubricated in accordance with the manufacturer's recommendations. All control equipment shall be adjusted to the settings indicated or required for performance as specified. Remove all stickers, rust, stains, kinks, and temporary covers before final acceptance. Remove foreign matter from equipment, piping and ductwork systems, and apparatuses. Clean and polish identification plates. Remove all trash and debris from the job site on a daily basis.

TESTING & BALANCING

Adjust dampers, registers, and diffusers for proper air distribution. Check system under actual operating conditions, and make adjustments for a uniform temperature through the conditioned space. Testing and balancing of the HVAC systems shall be performed in accordance with ASHRAE or NBS standards.

SHEET METAL WORK

Except as otherwise noted, all ductwork and other sheet metal work shall be installed in accordance with latest edition of the Sheet Metal and Air Conditioning Contractor National Association, Inc. (SMACNA), HVAC Duct Construction Standards manual. Ductwork shall be galvanized sheet steel, unless otherwise noted.

EQUIPMENT

Electric Heaters: Heaters shall be forced air, electric resistance type, housed in noncombustible enclosures with insulated face grills. Heaters shall be equipped with integral thermostat (where indicated), integral disconnect switch and painted steel housing.

Fans: Shall be Cast metals, as scheduled on the drawings, or equal. Fans shall be of the type scheduled, with accessories as scheduled. Capacities shall be as scheduled on the drawings.

AUTOMATIC CONTROLS

Mechanical Contractor shall retain the services of a qualified automatic controls contractor.

The intent of this section is to obtain a complete, functional control for all mechanical equipment, systems, and devices of the project. The Contractor is to furnish and install, as required, electric/electronic or pneumatic controls, all necessary components, control wiring, interlock wiring, condensate relays, control transformers, solenoids, control valves, etc., to achieve the desired control operation for the air conditioning systems.

Control Wiring: Shall be #12 CU, THHN installed in EMT conduit (minimum 1/2-inch diameter) or plenum-rated cable.

Automatic Dampers: Automatic dampers shall be similar to Raskin Model CD48. Automatic damper shall be factory-fabricated and sized, and provided by control manufacturer.

Sequence of Operation:

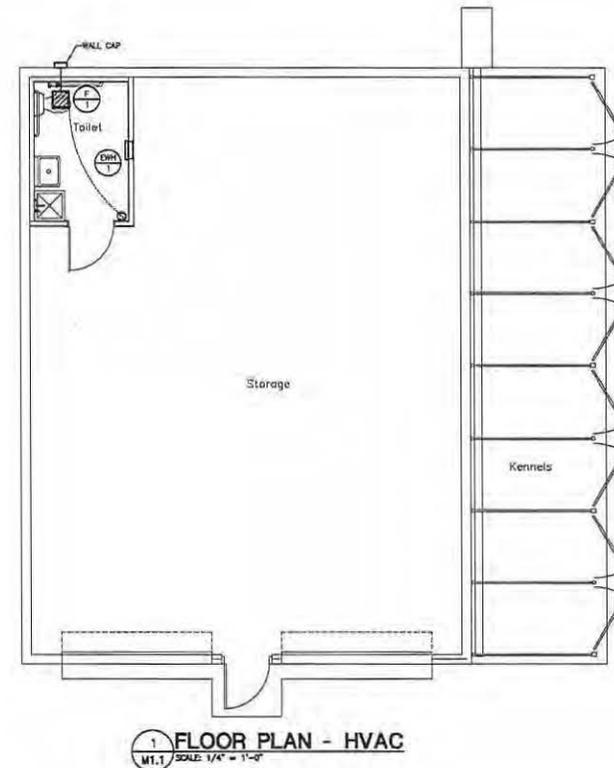
Electric wall heater DWH-1 shall be controlled by an integral thermostat.

Toilet exhaust fan F-1 shall be controlled as indicated on the fan schedule.

FANS											
MARK	SERVICE	TYPE	CFM	ESP IN W.G.	MAX. RPM	MAX. HP	DRIVE	MAX. SONES	CONTROLLED BY	MODEL	ACCESSORIES
F-1	TOILET EXH	CEILING CEAT	100	0.35	1500	1/10	DIRECT	1.5	WALL SWITCH	COOK GC24G	DISC. SW. AND DISCONNECT, DRAINY BACKDRAFT DAMPER

ELECTRIC HEAT										
MARK	SERVICE	TYPE	CFM	Δ P IN W.G.	BLOWER HP	KW	STEPS	MODEL	REMARKS	
DWH-1	TOILET HEAT	ELECTRIC WALL HEATER	100	-	1/10	1.50	1	MARKEL 300 SERIES	W/INTEGRAL THERMOSTAT AND DISCONNECT SW	

HVAC LEGEND	
⊕	THERMOSTAT
⊖	FAN SWITCH
⊗	EQUIPMENT DESIGNATION:
⊙	⊗ - EQUIPMENT
⊙	⊙ - EQUIPMENT NUMBER
⊙	AIR DISTRIBUTION DEVICE:
⊙	⊙ - LETTER DEVICE
⊙	⊙ - AIR QUANTITY IN FT ³ /MIN.



1 FLOOR PLAN - HVAC
M1.1 SCALE: 1/4" = 1'-0"

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06/13/14
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CHEROKEE COUNTY

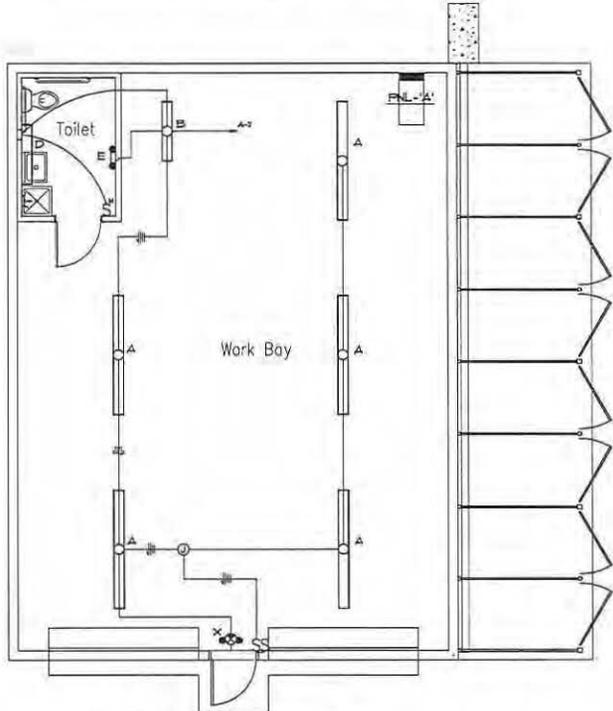
TITLE
HVAC PLAN
DRAWING
M1.1

LIGHTING FIXTURE SCHEDULE

MARK	DESCRIPTION	MOUNTING	VOLT	LAMPS		BALLAST		WATTS	MANUFACTURER
				TYPE	NO.	TYPE	NO.		
A	EIGHT FOOT, FOUR LAMP, FLUORESCENT INDUSTRIAL FIXTURE WITH 10% UPLIGHT REFLECTOR.	CHAIN HUNG TO 18'-0" AFF.	120	32TB/2500K	4	ELECTRONIC	1	120	METALUX B750F 232 UNV CB81
B	FOUR FOOT, TWO LAMP, FLUORESCENT INDUSTRIAL FIXTURE WITH 10% UPLIGHT REFLECTOR.	CHAIN HUNG TO 18'-0" AFF.	120	32TB/2500K	2	ELECTRONIC	1	64	METALUX B750F 232 UNV CB81
C	NOT USED AS A FIXTURE DESIGNATION								
D	FOUR FOOT, TWO LAMP WALL BRACKET	OVER THE HOBBER	120	32TB/2500K	2	ELECTRONIC	1	64	METALUX B750F 232 UNV CB81
E	TWIN HEAD EMERGENCY BATTERY FIXTURE WITH WHITE HOUSING, 6 VOLT Ni-CAD BATTERY, AND LED LAMPS.	WALL AT 8'-0"CAFF OR AS NOTED	120	FURNISHED	2	N/A	-	11	SURELITE LED
X	LED EXIT, RED LETTERS WITH WHITE HOUSING, INTERNAL BATTERY PACK, TWIN HEADS AND ARROWS AS INDICATED.	SURFACE OR ABOVE HOOR	120	FURNISHED	-	N/A	-	5	SURE-LITES LP X 7.2H

GENERAL NOTES:

1. PROVIDE IN EACH CONDUIT, NOT OTHERWISE NOTED, TWO #2 AND ONE #2 GROUND. THIS INCLUDES ALL SWITCH LEGS, LIGHTING AND RECEPTACLE CONDUITS.

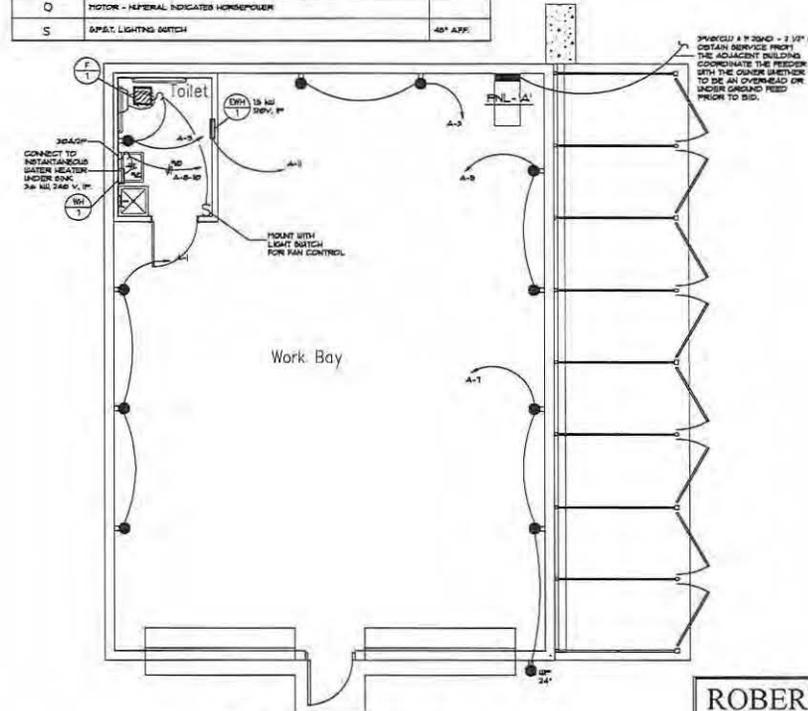


1 Floor Plan - Lighting
E1 SCALE 1/4" = 1'-0"

SYMBOL LEGEND

MOUNTING HEIGHT IS FROM FINISHED FLOOR TO CENTERLINE OF DEVICE OR OUTLET. HEIGHT MAY VARY TO COORDINATE WITH BUILDING CONSTRUCTION.

SYMBOL	DESCRIPTION	MOUNTING HEIGHT
APP	ABOVE FINISHED FLOOR	
UP	UPPER FLOOR	
◀	TELEPHONE OUTLET - WALL MOUNTED	
⊕	CROSS HATCHING REPRESENTS GROUND, NEUTRAL AND NOT RESPECTIVELY, ARROWS REPRESENTS HOT/NEUTRAL	
—	CONDUIT CONCEALED IN WALL OR ABOVE CEILING	
—	CONDUIT EXPOSED	
▬	FLUORESCENT LIGHTING FIXTURE STRIP - LENGTH AS SHOWN	
▬	FLUORESCENT LIGHTING FIXTURE - WALL MOUNTED	AS NOTED
⊕	BATTERY POWERED EMERGENCY EGRESS LIGHT	
⊕	COMBINATION EXIT SIGN AND EMERGENCY EGRESS LIGHT	
⊕	GROUND FAULT CURRENT INTERRUPTER TYPE RECEPTACLE	
⊕	JUNCTION BOX WITH COVER/PLATE	
□	PANELBOARD 240V OR 208Y	
□	DISCONNECT SWITCH - 3Ø/3Ø/Ø SWITCH SIZE/ POLES/ FUSE SIZES	
⊕	MOTOR - ALPHA INDICATES HORSEPOWER	
S	6/PAT. LIGHTING SWITCH	48" AFF.



2 Floor Plan - Power
E1 SCALE 1/4" = 1'-0"

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TEL: 770 442-2222
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P: 2014-0001

TITLE SYMBOLS, LIGHTING FIXTURE SCHEDULE AND FLOOR PLANS DRAWING
E 1

DIVISION 16000 ELECTRICAL SPECIFICATIONS

PART 1 - GENERAL

1.01 SCOPE

A. Furnish and install a completely wired and operational electrical system as shown on the drawings and specified herein, including but not limited to these major items:

1. Lighting fixtures as indicated and specified on plans.
2. Electrical panels, controls, service, accessories, conduit, wiring, etc., for all outlets and equipment.

1.02 CODES, REGULATIONS AND STANDARDS

A. The installation shall comply with applicable local and state codes and ordinances, including the regulations of the following:

1. Americans with Disabilities Act
2. Current Applicable Building Code
3. National Electric Code
4. Local building codes and ordinances

B. The following industry standards, specifications are also minimum requirements:

1. The National Electrical Manufacturer's Association Standards (NEMA).
2. The Manufacturer's Recommendation.
3. Underwriter Laboratories Incorporated Standards (UL).
4. American National Standards Institute (ANSI).

1.03 PERMITS

A. Obtain and pay for all required permits and inspection fees.

1.04 INSPECTION OF SITE

A. Prior to submitting a bid, visit the site of the proposed construction to become thoroughly acquainted with existing utilities, working conditions, etc. Allowance will not be made for non-compliance with this condition after bidding.

1.05 CLEAN-UP

A. Keep the premises free from accumulation of waste material, or rubbish caused by employees or work under this Division of the specification. At the completion of the work, remove all surplus materials, tools, etc. and leave the premises "broom-clean". Remove all temporary wiring upon project completion.

1.06 DRAWINGS

A. The drawings indicate the general arrangement and locations of the electrical work. Data presented on these drawings are as accurate as planning can determine, but field verification of all dimensions, locations, levels, etc., to suit field conditions is required. Review all architectural, structural and mechanical drawings and adjust all work to meet the requirements of conditions shown. The architectural drawings shall take precedence over all other drawings. Discrepancies between different plans, or between drawings and specifications, or regulations and codes governing the installation shall be brought to the attention of the Architect in writing before the date of bid opening. If discrepancies are not reported, bid the greater quantity or better quality, and appropriate adjustments will be made after contract award. Field measure and confirm mounting heights and location of electrical equipment with respect to counters, mechanical equipment, etc. Do not scale dimensions off the electrical drawings; use actual building dimensions.

1.07 CUTTING AND FITTING

A. Perform coring, cutting, chipping, fitting, repairing and finishing of the work necessary for the installation of the equipment of this Section. However, no cutting of the work of other trades or of structural member shall be done without the consent of the Architect and Landlord. Properly fill voids, fireproof and waterproof all openings, sleeves, and holes in slabs. Furnish and install all required sleeves and inserts.

1.08 COORDINATION WITH OTHER TRADES

A. Cooperate with other trades so that installation of electrical outlets and equipment will be properly coordinated. Check conduit, fixtures, and other equipment location with the other trades to avoid conflict with the piping, ductwork, steel, piping, beams, or other obstructions.

B. Carefully check the locations of the outlet boxes and determine that they have not been disturbed during the installation of material of other trades.

PART 2 - PRODUCTS AND EXECUTION

2.01 MATERIALS

A. All material shall be new and of quality as specified on the plans or specifications and must carry the Underwriter's Laboratories approval covering the purpose for which they are used, in addition to meeting all requirements of the current applicable codes and regulations. No substitution to materials specified will be allowed.

2.02 CONDUIT

- A. Rigid Galvanized Steel (RGS) shall be used for service entrance conduit. Intermediate Metallic Conduit (IMC) may be substituted for (RGS) where it is required. Use Electrical Metallic Tubing (EMT) in indoor locations not in contact with earth, not in concrete slabs or concrete walls and not subject to damage. MC cable is allowed to be used in walls and above the ceiling. Use schedule 40 PVC below grade & in slabs.
- B. Where the conduit enters outlet boxes, fixtures or cabinets, firmly fasten by usable locknuts and bushings. Firmly fasten conduit to the building construction. Run exposed conduits parallel to the building lines, supported by appropriate straps. Support conduits on 3 foot intervals and within 3 feet of any box or fitting.
- C. Conduit connectors shall be double locknut type, UL listed and labeled, with set-screw or compression fittings.
- D. Conduit sizes shall be as required by code and as indicated or specified herein. Minimum conduit size 1/2".

2.03 OUTLET, PULL AND JUNCTION BOXES

A. Each switch, light, receptacle or other outlets shall be provided with a code gauge, galvanized steel outlet box.

2.04 WIRING - CABLE & CONDUCTORS

- A. Unless otherwise specified, all wiring shall be in concealed conduit with copper conductors. The conductors shall be minimum # 12 AWG with an insulated green ground conductor in each run of conduit.
- B. All wire installed in flexible cable (FC) on conduit shall be Type THHN or THMV copper. The wires shall be color coded. Unless otherwise required by local ordinances, ground wires shall be green, neutral wires shall be white and phase wires shall be black (Phase A), red (Phase B), for 120/240 volt system. Conductors shall be #12 AWG, unless otherwise indicated.
- C. All wire number 10 and smaller shall be solid and all conductors number 8 and larger shall be stranded. Conductors number 6 and larger may have a black insulating cover with colored tape to indicate the phase condition.
- D. Branch circuit wiring may be run in MC cable.

2.05 WIRING DEVICES

- A. Vail switches shall be specification grade AC silent type switches 20A, 125 volt, single pole switches shall be Hubbell 1221-BRN with nylon covers/plates.
- B. Receptacles shall be specification grade, duplex type, NEMA 5-20R, 20 ampere, 125 volt grounded type. Outlets shall be Hubbell 3362-BRN (BRDWN) with nylon covers/plates.
- C. Special receptacles shall be specification grade, duplex type, with 20 ampere, 125 volt grounded type with isolated ground on and configured as defined in the symbol list (ie. GFCI, TVSS, etc.)
- D. Weatherproof receptacle shall be Hubbell VP66 with GFS62 outlet.
- E. GFI receptacle shall be Hubbell GFS62.
- F. Provide type of faceplates to match devices.
- G. Coverplates shall be raised shoulder type design.
- H. Dual Technology Motion Sensors, 1800 Watts, 120 Volt AC, digital sensing, manual on switch, single circuit, and ground screw, Hubbell # AD1277 (BRDWN) with nylon covers/plates.

2.06 PANELBOARDS

- A. Provide branch circuit panelboards as shown on drawings and as specified herein. Provide tin-plated aluminum bus bars. Multiple pole breakers shall have handle flaps so all poles act simultaneously. Main breaker shall be center mounted. Equipment ratings shall exceed available fault current. Provide completed circuit directory under plastic cover in each panel door. Circuit breakers shall be button-type. Balance final loads within 10% of all phases. Mount panels 6'-6" to top.
- B. Provide 50% ground bar in panels.

2.07 LIGHTING FIXTURES

A. Provide lighting fixtures, switches, and/or controllers. Install and lamp fixtures as indicated on the drawings.

2.08 SAFETY SWITCHES

A. Safety switches shall be heavy duty type, 600 or 250 volt, with number of poles required.

2.09 FUSES

A. Fuses shall be Gold Sealcut, current limiting Bussmann Low-Peak dual element fuses, LPN-RK, LPS-RK OR LPJ Fuses shall hold 200% of rated current for a minimum of 20 seconds. Fuses shall be the delay UL class RK1 or J with an interrupting rate of 200,000 amperes RMS symmetrical, install fuses where called for on plans.

2.10 MOTOR WIRING

A. Wire all motors to conform with manufacturers recommendations and with applicable codes. Provide necessary material, including wire, conduit, fittings, etc. required to connect motor. Motors, controls, etc. shall be furnished by the supplier of the driven equipment. Verify equipment location and sizes with the trade supplying the motor before installing the conduit or outlets.

2.11 GROUNDING

- A. Provide a grounding conductor in all cable and conduits including all switch legs and branch circuits.
- B. Provide a grounding lug on all switches and receptacles, and connect to the branch circuit grounding conductor.

2.12 LABELING

A. Provide nameplates to identify panelboards, disconnect switches, starters, and all equipment.

2.13 GUARANTEE

A. Guarantee all material furnished and all workmanship performed for a period of one year from the date of final acceptance of the work. Any defects developing within this period, traceable to material furnished as part of this Section or workmanship performed hereunder, shall be corrected at no expense to the Owner.

PANELBOARD 'A' SCHEDULE											
VOLTAGE: 240/120 V		PHASE: NLLS		MOUNTING: SURFACE		REMARKS:					
BUS SIZE: 150 A		TOTAL LOAD: 312 KVA		FAULT DUTH: 10,000 A							
NO	SERVICE	WIRE	LOAD	TRIP	TRIP	TRIP	TRIP	TRIP	TRIP	TRIP	NO
1	RECEPT - WORK BAY	12	20	1	1	20	1.2				1
2	RECEPT - WORK BAY	12	20	1	1	20	1.2				4
3	RECEPT - WORK BAY	12	20	1	1	20					6
4	RECEPT - WORK BAY	12	20	1	1	20	0.6				8
5	RECEPT-TOLLETT/FAN F-1	12	20	1	1	20					10
6	HALL HEATER EXH-1	12	20	1	1	20					12
7	SPARE	20	1	1	1	20					14
8	SPARE	20	1	1	1	20					16
9	SPARE	20	1	1	1	20					18
10	SPARE	20	1	1	1	20					20
11	SPACE ONLY										22
12	SPACE ONLY										24

DATE 06/13/14
REVISIONS

COMMISSION 1406

The drawings are an integral part of the contract and shall be read in conjunction with the specifications and shall be subject to the provisions of the contract documents.

Mark Robillard Architects, Inc.
141 Elizabeth Street
Canton, Georgia 30114
770 879-1019

CHEROKEE COUNTY SHERIFF'S OFFICE
Sheriff's Building
408 South Main Street
Canton, GA 30105

Cherokee County

ROBERTS CONSULTING ENGINEERS
411 EAST FAULTS FERRY ROAD, N.E.
SUITE 200
ATLANTA, GEORGIA 30346
TELEPHONE (404) 272-6432
FACSIMILE (404) 272-6114

TITLE ELECTRICAL SPECIFICATIONS, WIRING PANELBOARD SCHEDULE DRAWING

E 2

2014001 JEL

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 _____, 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 Hawkins Construction LLC, ("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 RFP#2014-71 for construction of the Project pursuant to Cherokee County Request for Proposal, Project Number 2014-71, dated June 25, 2014; and

WHEREAS, the Contractor submitted a complete and timely proposal and met all proposal requirements such that the County awarded Project Number 2014-71 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/bid to RFP#2014-71: Sheriff's Office Storage Building, 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 attached hereto as Exhibit "A";
- C. Proposal Documents from Contractor, dated July 09, 2014, attached hereto as Exhibit "B";
- D. Final Affidavit, attached hereto as Exhibit "C";
- E. Alien Employment affidavits attached hereto as Exhibits "D" and "E";
- F. Plans and specifications, attached hereto collectively as Exhibit "F";
- G. Contract Administrator information, attached hereto as Exhibit "G";
- H. Cherokee County Code of Ethics;
- I. 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: All labor, materials and equipment necessary to construct a Storage Building for the Sheriff's Office at the Roger Garrison Law Enforcement Training Center located at 516 Chattin Dr, Canton, GA 30144 (the "Project").
- B. Architect *[to be used when architect is retained]*. The Project has been designed by Mark Robillard Architects, Inc. (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, Construction of a Storage Building. 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"), and the Parties intend that all Work shall be completed on or before ninety (90) days from the Notice to Proceed. 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 \$83,000.00, except as outlined in Section 6 below (the "Contract Price"). The compensation for Work performed shall be based upon the proposal.
- B. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by Michael L. Owen (contract administrator) 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 Michael L. Owen (contract administrator) 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

Keith Hawkins 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.

This Section not used; Project cost is not \$100,000 or greater.

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 "D" and "E" (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 “D”, 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 “E”, 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:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, 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 Roger Garrison Law Enforcement Center located at 516 Chattin Drive, 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 one 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 one 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 one-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 one-year warranty 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. Michael L. Owen'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. Michael L. Owen'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 MICHAEL L. OWEN (CONTRACT ADMINISTRATOR). THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE COUNTY AND MICHAEL L. OWEN (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 MICHAEL L. OWEN (CONTRACT ADMINISTRATOR) TO THE COUNTY.

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 Michael L. Owen for the County and Keith Hawkins 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:

Cherokee County Board of Commissioners
c/o Procurement & Risk Management Department
1130 Bluffs Pkwy
Canton, GA 30114

NOTICE TO CONTRACTOR shall be sent to:

Keith Hawkins
Hawkins Construction, LLC
1140 Darby Road
Waleska, GA 30183

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.
- I. 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: _____

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"

[INSERT REQUEST FOR PROPOSALS]

EXHIBIT "B"

[INSERT PROPOSAL DOCUMENTS FROM CONTRACTOR]

EXHIBIT "C"
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 "D"

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

Name of Contractor

2014-71: CCSO Storage Building

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 _____, ____, 20__ 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 _____, 20__.

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "E"

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

2014-71: CCSO Storage Building
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 "F"

[PLANS AND SPECIFICATIONS TO BE INSERTED]

EXHIBIT "G"

Contract Administrator:

Michael L. Owens

Email: mlowen@cherokeega.com

Phone: 404-660-1649

Fax:

Mailing Address:



Cherokee County, Georgia Agenda Request

SUBJECT: SR 92 at Cherokee 75 Parkway
Traffic Signal Installation

MEETING DATE: July 15, 2014

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

COMMISSION ACTION REQUESTED:

Consider approval of a proposal from Wilburn Engineering, LLC, for construction and installation of a traffic signal at the intersection of SR 92 and Cherokee 75 Parkway in the amount of \$139,000.00.

FACTS AND ISSUES:

The Cherokee 75 Business Park is located on the north side of SR 92. With the recent completion of the Inalpha Roof Systems facility and its soon to come expansion, the intersection of Cherokee 75 Parkway and SR 92 has seen increased traffic. A traffic signal warrant study was performed at this location and it was determined that a traffic signal is warranted at this intersection. GDOT has approved a traffic signal permit for this location.

Bids were requested for the signal installation, with three (3) bidders responding.

BUDGET:

Budgeted Amount:	\$1,250,000.00	Account Name: SPLOST – Contingency
Amount Encumbered:	\$ 748,984.78	Account #: 62086
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 139,000.00	
Remaining Budget:	\$ 609,984.22	

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 proposal from Wilburn Engineering, LLC, for construction and installation of a traffic signal at the intersection of SR 92 and Cherokee 75 Parkway in the amount of \$139,000.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Procurement Summary

Date Submitted: 29-Apr-14
Submitted by: Savannah Shadburn
RFB Number: 2014-43
Value of Contract: \$139,000
Period of Performance: 120 days from NTP
Supplier Name: Wilburn Engineering
General Description: SR 92 & Cherokee 75 Parkway Traffic Signal Installation
Source of Funds: SPLOST

Contract Information

Proposed Contract Type

<input checked="" type="checkbox"/>	Standard Professional Services Agreement
<input type="checkbox"/>	PSA with Exceptions Approved by Counsel
<input type="checkbox"/>	Supplier Agreement Approved by Counsel
<input type="checkbox"/>	Standard Purchase Order

Formal Advertised Procurement: Yes No*

Number of Bidders Contacted / Number of Bids Received: WEB | 3

Supplier Selection Based on:

<input checked="" type="checkbox"/>	Only One Bidder
<input type="checkbox"/>	Lowest Bidder
<input type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Highest Proposal Scoring
<input type="checkbox"/>	Other*

Weight	Evaluation Criteria
100%	Price

If Award to Non-County Business:
(If Applicable)

<input type="checkbox"/>	No Cherokee County Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
	\$ 140,560.00	North Cherokee Electrical	Canton, GA	
	\$ 276,840.00	JHC Corporation	Peachtree City, GA	
	\$ 139,000.00	Wilburn Engineering	Newnan, GA	

Fair Price Determination:

Method	Price Analysis Type
<input checked="" type="checkbox"/>	Lowest Bidder
<input type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Best Pricing Among Comparable Features / Suppliers
<input type="checkbox"/>	Market Analysis or Market Pricing
<input type="checkbox"/>	State Contract Pricing
<input type="checkbox"/>	Other, see attached price analysis.

Important Price Evaluation Notes: _____

Why Other Than Low Bidder Selected:
(If Applicable) _____

*Notes:

Low: \$139,000.00 - High: \$276,840.00
 Average: \$185,466.67
 Savings/High: \$137,840.00
 Savings/Avg: \$48,466.67

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-43
 RFB/RFP NAME: SR 92/Cherokee 75 Parkway Traffic Signal Installation
 OPENING DATE/TIME: Wednesday, April 23, 2014 at 10:00am
 BIDS DUE AT 9:45 AM

Opening/Reading Attendance

COMPANY	PRINT NAME	SIGNATURE
CHEROKEE COUNTY	SAVANAH SHADBURN	_____
CHEROKEE COUNTY	GEOFF MORTON	_____
WILBURN ENGINEERING	DANIEL GREEN	_____

Proposals Received (no particular order)

<u>NAME</u>	<u>CITY/STATE</u>	<u>Date/Time Received</u>	<u>Bid Proposal</u>	<u>Bid Bond</u>	<u>Schedule of Items</u>	<u>Non-Collusion</u>	<u>E Verify</u>	<u>Cost</u>
NORTH CHEROKEE ELECTRICAL	CANTON, GA	04/23/2014 8:41 AM	YES	YES, 5%	YES	YES	YES	\$ 140,560.00
JHC CORPORATION	PEACHTREE CITY, GA	04/23/2014 9:20AM	YES	YES, 5%	YES	YES	YES	\$ 276,840.00
WILBURN ENGINEERING	NEWNAN, GA	04/23/2014 9:41AM	YES	YES, 5%	YES	YES	YES	\$ 139,000.00

Notes:

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-43

RFB/RFP NAME: SR 92/Cherokee 75 Parkway Traffic Signal Installation

OPENING DATE/TIME: Wednesday, April 23, 2014 at 10:00am

Opening/Reading Attendance

COMPANY	PRINT NAME	SIGNATURE
Cherokee County	Savannah Shadix	
Cherokee County	Cecilia E. Newton	
Wilburn Engineering	Daniel Green	

Proposals Received (no particular order)

NAME	CITY/STATE	Date/Time Received	Bid Proposal	Bid Bond	Schedule of Items	Non-Collusion	E Verify	Cost
North Cheeka Electric	Cartersville, GA	4-23 8:41am	Y	5%	Y	Y	Y	\$ 140,560
JHC Corporation	Peachtree City, GA	9:20am	Y	5%	Y	Y	Y	276,840
Wilburn Engineering	Newnan, GA	9:41am	Y	5%	Y	Y	Y	139,000

Notes:

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-43

RFB/RFP NAME: SR 92/Cherokee 75 Parkway Traffic Signal Installation

OPENING DATE/TIME: Wednesday, April 23, 2014 at 10:00am

Item No.	Item Description	Unit	Quantity	North Cherokee	JHC Corporation	Wilburn
				Electrial		Engineering
				Bid Cost per Unit	Bid Cost per Unit	Bid Cost per Unit
647-1000	Traffic Signal Installation	LS	1	\$ 140,560.00	\$ 276,840.00	\$ 139,000.00
	Difference:			\$ 1,560.00	\$ 137,840.00	\$ -
	Average	\$	185,466.67			
	Savings over High	\$	137,840.00			
	Savings over Average	\$	46,466.67			



Cherokee County, Georgia
Agenda Request

2.3

SUBJECT: Culvert and Pipe Repairs Design
Various Locations

MEETING DATE: July 15, 2014

SUBMITTED BY: Geoffrey E. Morton, County Engineer

COMMISSION ACTION REQUESTED:

Consider approval of a proposal from Moreland Altobelli Associates, Inc. to perform design services for various culvert repair projects under their annual engineering consulting services contract in the amount of \$19,120.00.

FACTS AND ISSUES:

The Roads & Bridges Division has identified five (5) locations where existing pipes or culverts are severely deteriorating and must be repaired in the near future. However, these repairs cannot be completed using conventional pipe or culvert replacement methods since they are located in areas of deep fills or in areas under roadways where closing the roadway would not be feasible due to access limitations to existing residences.

The Engineering Department has researched various non-conventional pipe rehabilitation methods and contacted several neighboring jurisdictions for guidance. Gwinnett County has several locations with similar characteristics as Cherokee County. They used the services of Moreland-Altobelli to assist them in the design and specification of repair projects.

Cherokee County is already under contract with Moreland-Altobelli for annual engineering consulting services.

The locations covered in this work order include: Boston Ridge in the Kingston Square subdivision, Westside Lane in the Towne Lake Hills West subdivision, Plantation Trace in the Crabapple Falls subdivision, and two locations on Bells Ferry Road - the first just north of Sixes Road and the second between Butterworth Road and Old Highway 5.

BUDGET:

Table with 3 columns: Budgeted Amount, Amount Encumbered, Amount Spent to Date, Amount Requested, Remaining Budget, Account Name, Account #.

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

Contract: Yes [x] No [] Ordinance/Resolution: Yes [] No [x]

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

ADMINISTRATIVE RECOMMENDATION:

Approval of a proposal from Moreland Altobelli Associates, Inc. to perform design services for various culvert repair projects under their annual engineering consulting services contract in the amount of \$19,120.00.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Handwritten signatures in blue ink over horizontal lines.

Moreland Altobelli Associates, Inc.

327 Dahlonega St, Suite 1401 • Cumming, Georgia 30040 • 770/781-5507



Thomas D. Moreland, PE
CEO

Buddy Gratton, PE
President

George M. Byrd, PE
Senior Vice President

Vickie E. Moreland
CFO

Bradley M. Hale, PE
Vice President

L.N. Manchi, PE
Vice President

Joe McGrew, PE
Vice President

Richard C. Boullain, PE
Vice President

Albert J. Joyner, Jr.
Vice President

Henry E. Collins, Jr.
Vice President

June 24, 2014

Mr. Geoffrey E. Morton, PE
County Engineer
Cherokee County, GA

Re: Culvert repairs, various locations

Dear Geoff,

Moreland Altobelli Associates, Inc. (MA) proposes to provide the following services related to the referenced storm drainage systems.

Scope and Deliverables

1. Site survey to produce base map.
 - a. For Boston Ridge (pipe replacement proposed), the survey will be comprehensive (roadway, streams, structures, property lines, r/w lines, topography, visible/marked utilities--UPC locate service--and the storm drainage system.)
 - b. For the Bells Ferry culverts, Westside Lane storm drain, and Plantation Trace culverts, where a repair/lining is proposed, the survey will be limited (roadway, structures, property lines, r/w lines, , and the storm drainage system.)
2. Site investigation, photographs.
3. Hydrologic and hydraulic analysis of the storm drainage system--verification only, no report.
4. Easement plat.
5. Construction exhibit, details, notes, and specifications. For Boston Ridge, full construction plans will be prepared.

Services not included

The following items are not included, but if they are requested or determined to be necessary, these items will be provided as Extra Services:

1. Construction plans (except Boston Ridge which will require construction plans).
2. Geotechnical investigation/analysis.
3. Retaining wall or other structural design.
4. Environmental evaluation/State or Corp permitting.
5. Bidding assistance.
6. Construction staking/construction management.
7. As-built survey and calculations.

Corporate Headquarters: 2211 Beaver Run Road, Suite 190 • Norcross, Georgia 30071 • 770/263-5945 • Fax: 770/263-0166 • ma@maai.net
Engineering, Landscape Architecture, Planning, Land Acquisition, Surveying, Geotechnical, Environmental, Materials Testing

Fees for the above services:

	Hours	Rate	Total
Survey crew--2 man	64	\$110	\$7,040
Engineering Tech III	40	\$65	\$2,600
Drafter	40	\$55	\$2,200
Senior Engineer	24	\$120	\$2,880
Administrative coordinator	4	\$40	\$160
Survey Technician	64	\$55	\$3,520
Registered Land Surveyor	8	\$90	\$720
Total			\$19,120

Any additional work the project may require can be performed at our hourly rates.

Time

We can begin work upon your notice to proceed. We estimate completion of the surveys within five weeks and the evaluations within an additional three weeks. Upon approval of the evaluations, we estimate completion of the construction exhibits and plats within eight weeks.

Thank you for the opportunity.

Sincerely,



Eric W. Brown, PE
Project Manager
Moreland Altobelli Associates, Inc.



Cherokee County, Georgia
Agenda Request

2.4

SUBJECT: Steels Bridge Road Reconstruction Project Supplemental Agreement No.1 Storm drainage Additions
MEETING DATE: July 15, 2014

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

COMMISSION ACTION REQUESTED:

Consider approval of Supplemental Agreement No. 1 from Vertical Earth, Inc., for additional storm drainage installation on the Steels Bridge Road Reconstruction Project in the amount of \$29,132.77.

FACTS AND ISSUES:

Steels Bridge Road runs between Bells Ferry Road and the BridgeMill subdivision. It is characterized by poor vertical alignment and poor drainage. This project will improve Steels Bridge Road by bringing it up to current design standards and improving drainage. The improvements would tie to the existing improvements constructed in the BridgeMill subdivision to the west and Bells Ferry Road to the east.

The plans currently show an 18" RCP with a flared end section exiting a structure that notes - "Contractor to provide positive drainage". Since the time that the project was originally designed and updated, the adjacent subdivision has been developed and there are now two homes that back up to the area where the "Contractor to provide positive drainage".

A pipe needs to be extended from the flared end section, along the property line of 271 and 273 Parc Drive directly into the existing catch basin that is situated on Parc Drive between these two lots. A yard inlet is also needed in the wooded area between the back yards and the Steels Bridge Road right-of-way.

This proposal includes the construction costs required to complete the described work.

BUDGET:

Table with 3 columns: Budgeted Amount, Amount Encumbered, Amount Spent to Date, Amount Requested, Remaining Budget, Account Name, Account #.

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

ADMINISTRATIVE RECOMMENDATION:

Approval of Supplemental Agreement No. 1 from Vertical Earth, Inc., for additional storm drainage installation on the Steels Bridge Road Reconstruction Project in the amount of \$29,132.77.

REVIEWED BY:

DEPARTMENT HEAD: [Signature]
AGENCY DIRECTOR: [Signature]
COUNTY MANAGER [Signature]

Vertical Earth Incorporated

6025 Matt Hwy
Cumming, GA 30028

Request for Change

RFC Number: 1
Date: 07/07/2014

Regarding:

Storm Drainage Additions

To:

CHEROKEE CTY BRD OF COMMISSION
1130 BLUFFS PKWY
CANTON, GA 30114

Job Site:

Steels Brdg Rd Reconstruction
1130 BLUFFS PKWY
CANTON, GA 30114

Requested By:

Russell Swafford

Phone:

(770) 888-2224

E-mail:

rswafford@vertical-earth.com

Requested Change:	Unit	Quantity	Unit Rate	Change to Contract
Maintain Inlet Sediment Trap	EA	3.0000000	45.000000	135.00
Temp Mulch	TN	0.5000000	380.000000	190.00
Const & Remove Inlet Sediment Trap	EA	3.0000000	95.000000	285.00
Maintain Temp Silt Fence	LF	250.0000000	0.600000	150.00
Temp Silt Fence Type C	LF	500.0000000	2.100000	1050.00
Grading Complete	LS	1.0000000	10780.530000	10780.53
Repair/Replace 5' Wide Sidewalk (\$500 minimum)	SY	18.0000000	27.780000	500.04
Storm Drainage Pipe 18" RCP	LF	233.0000000	33.400000	7782.20
Drop Inlet	EA	1.0000000	2340.000000	2340.00
Bermuda Sod	SY	620.0000000	6.500000	4030.00
Junction Box	EA	1.0000000	1890.000000	1890.00

RFC Total

\$ 29132.77

Please respond by: 07/21/2014


Russell Swafford
Vertical Earth Incorporated

GEOFFREY MORTON
CHEROKEE CTY BRD OF COMMISSION



Cherokee County, Georgia
Agenda Request

2.5

SUBJECT: Design Services for Intersection Improvements MEETING DATE: July 15, 2014
East Cherokee Drive at Old Hwy 5 and
East Cherokee Drive at Mill Creek Road

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of amendment to Professional Services Agreement with American Engineers, Inc., for completing plan revisions in accordance with revised traffic study for East Cherokee Drive and Old Hwy 5 and East Cherokee Drive and Mill Creek Road intersection improvement projects in the amount of \$168,500.00.

FACTS AND ISSUES:

The East Cherokee Drive at Old Hwy 5 and the East Cherokee Drive at Mill Creek Road intersection improvement projects were originally designed by American Engineers, Inc. in 2008. This spring an updated traffic study was completed to account for the new traffic conditions at this intersection as a result of the recent opening of the Ridgewalk Parkway and I-575 interchange.

The traffic study recommends that the intersection be improved to include the following:

- Dual left turn lanes from southbound Hwy 5 to eastbound East Cherokee Drive.
- Add a receiving lane on eastbound East Cherokee Drive starting at Old Hwy 5 and ending in a right-turn lane to Mill Creek Road.
- Additional storage capacity/length of right turn lane from westbound East Cherokee Drive to northbound Hwy 5.
- Shared left/thru lane with additional left turn lane on westbound East Cherokee to southbound Hwy 5.
- Split phased traffic signal to handle above.
- Add receiving lane and taper on southbound Hwy5 for approximately 1400 feet.

BUDGET:

Budgeted Amount:	\$2,250,000.00	Account Name:	SPLOST – East Cherokee Drive
Amount Encumbered:	\$ 0.00	Account #:	62072
Amount Spent to Date:	\$ 119,450.00		
Amount Requested:	\$ 168,500.00		
Remaining Budget:	\$1,962,050.00		

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 amendment to Professional Services Contract with American Engineers, Inc., for completing plan revisions in accordance with revised traffic study for East Cherokee Drive and Old Hwy 5 and East Cherokee Drive and Mill Creek Road intersection improvement projects in the amount of \$168,500.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



AMERICAN ENGINEERS, INC.
PROFESSIONAL ENGINEERING

1634 White Circle, Suite 101
Marietta, GA 30066
Office (770) 421-8422
Fax (770) 421-0064

June 20, 2014

Mr. Geoffrey E. Morton, P.E.
County Engineer
Capital Program Management
1130 Bluffs Parkway
Canton, GA 30114

RE: Intersection Improvements for East Cherokee Drive at Old Highway 5
and Mill Creek Road

Dear Mr. Morton:

American Engineers, Inc. is pleased to provide you with a proposal for survey and design services for the intersections of Old Highway 5 at East Cherokee Drive / Publix Driveway and East Cherokee Drive at Mill Creek Road in Cherokee County, GA. Subsequent to a traffic study completed in 2009 and preparation of Final Construction Plans submitted in August 2012, an interchange has been constructed and opened to traffic at I-75 and Ridge Walk Parkway that decreases the travel distance and time to I-75 from the intersection of East Cherokee and Old Highway 5. Because the traffic patterns have changed with the construction of this new interchange, another Traffic Study was performed in early 2014 and multiple alternatives were evaluated for the project. The preferred alternative according to this traffic study indicates that dual left turn lanes are needed for the East Cherokee Drive westbound to Old Highway 5 southbound turning movement as well as dual left turn lanes for the southbound Old Highway 5 to eastbound East Cherokee Drive movement. In order to provide the needed dual lefts, an additional lane will need to be constructed on Old Highway 5 and East Cherokee Drive to accept the dual left turns. The Old Highway 5 additional lane will extend approximately 800' and then merge with the existing single southbound lane. The additional lane on East Cherokee Drive will continue to Mill Creek Road where it will become a right turn only. Other improvements needed will include shifting the southbound Old Highway 5 through lane over sufficient distance to develop the second left turn lane which may eliminate some existing right turn lanes into the shopping center. The existing right turn lanes will be replaced, if feasible and the middle access to the shopping center will need to be converted to a right-in/right-out access. Traffic counts will be collected at this driveway to determine if any other improvements may be necessary to mitigate the conversion of the access to right-in/right-out.

Scope of Service

This proposal includes collecting traffic counts, signal modifications, surveying and design services including erosion control plans. The first task for this project will be to obtain 12- hour traffic counts at the shopping center driveway (north of the signal). Surveying and database preparation including properties will extend from approximately 1600' south of the intersection of Old Highway 5 and East Cherokee Drive to approximately 1100' north of the intersection with a 200' corridor width. Field surveys will also be

conducted between the two intersections along East Cherokee Drive approximately 50' wide to supplement the previous survey data obtained for the former project. This will be needed to accommodate the additional lane on East Cherokee Drive. The design efforts will include preliminary plans, right-of-way plans and final plans. The previous project plans which had two phases will be combined into one project and modified for the new improvements recommended by the most recent traffic study and will be updated to meet the current EPD guidelines for Erosion, Sediment Pollution Control Plans. Utility coordination with the County and/or Utility owners will also be provided. Once the preliminary plans are developed to a sufficient level, signal modification plans and interconnect plans will be prepared and reviewed with the County prior to developing the final signal plans. Construction cost estimates will be provided at the preliminary and final stages of the project.

This proposal includes up to four meetings with the Cherokee County staff for preliminary and final field plans reviews' and/or other meetings to discuss the project. In addition, two copies of the preliminary plans, right of way plans and final plans will be furnished to Cherokee County along with an electronic copy in PDF format of each submittal.

Fee

The fee for the services is proposed as follows:

Traffic Data Collection:	\$ 600.00	Lump Sum
Surveys/database Preparation	\$32,200.00	Lump Sum
Preliminary Plans	\$66,300.00	Lump Sum
Right of Way Plans	\$15,700.00	Lump Sum
Final Plans	\$48,000.00	Lump Sum
Signal Modification Design		
Old Hwy 5 at East Cherokee Dr.	\$ 4,500.00	Lump Sum
East Cherokee Dr. at Mill Creek Rd.	\$ 1,200.00	Lump Sum

A total lump sum fee of \$168,500.00 which includes all indirect and direct cost.

Any additional meeting/coordination services (not mentioned in the scope of work above) requested by Cherokee County or other agencies will be billed on an hourly basis. This proposal does not include any scope for Environmental or Landscaping.

If you have any questions or require additional information, please do not hesitate to contact our office. We look forward to working with Cherokee County on providing these services and the successful completion of this project.

Sincerely,
American Engineers, Inc.



Mark Wilkinson, P.E.
Project Manager



A&R Engineering Inc.

2160 Kingston Court, Suite O
 Marietta, GA 30067
 Tel: (770) 690-9255 Fax: (770) 690-9210
 www.areng.com

Addendum to Project #14-005

From: Geoffrey K. Warr, P.E.
 Date: July 6, 2014
 Subject: East Cherokee Drive at Holly Springs Pkwy (Old Hwy 5) – Analysis of Preferred Alternative

The same volumes used to analyze traffic operations for the No Build conditions in the original report were used to evaluate an alternative design scenario at the study intersections. The alternative design has the same lane additions as the previous design, but with the following modifications:

- Additional southbound left turn lane, creating dual 350' turn bays for vehicles turning from Holly Springs Parkway onto E Cherokee Drive
- The dual left turn lanes would feed into two eastbound receiving lanes on E Cherokee Drive, of which the outer lane would end as a dedicated right turn lane onto Mill Creek Road
- The dual left turn lanes would be controlled by a protected signal phase. Left turning vehicles would be given a green arrow and would not be allowed to make permissive left turns when given a red arrow.
- Replace the existing westbound dedicated through lane with a shared through / left turn lane in order to create a dual left turn lane with a southbound merge lane for drivers making a left turn onto Holly Springs Pkwy.
- In order to accommodate the shared through / left lane and dual left movement, the signal would be split phased. This would give a green indication to the Publix Driveway and E Cherokee Drive consecutively rather than concurrently.
- In order to achieve a lane utilization that is effective, the length of the merge lane on Holly Springs Parkway will need to be of sufficient length to be attractive to drivers. The southbound lane should extend for a minimum of 800 feet after the intersection and have a 540' taper for merging vehicles.
- The northbound right turn is assumed to have a permissive overlap phase.

TABLE 1
 FUTURE 2020 AND 2035 OPERATIONS – PREFERRED DESIGN

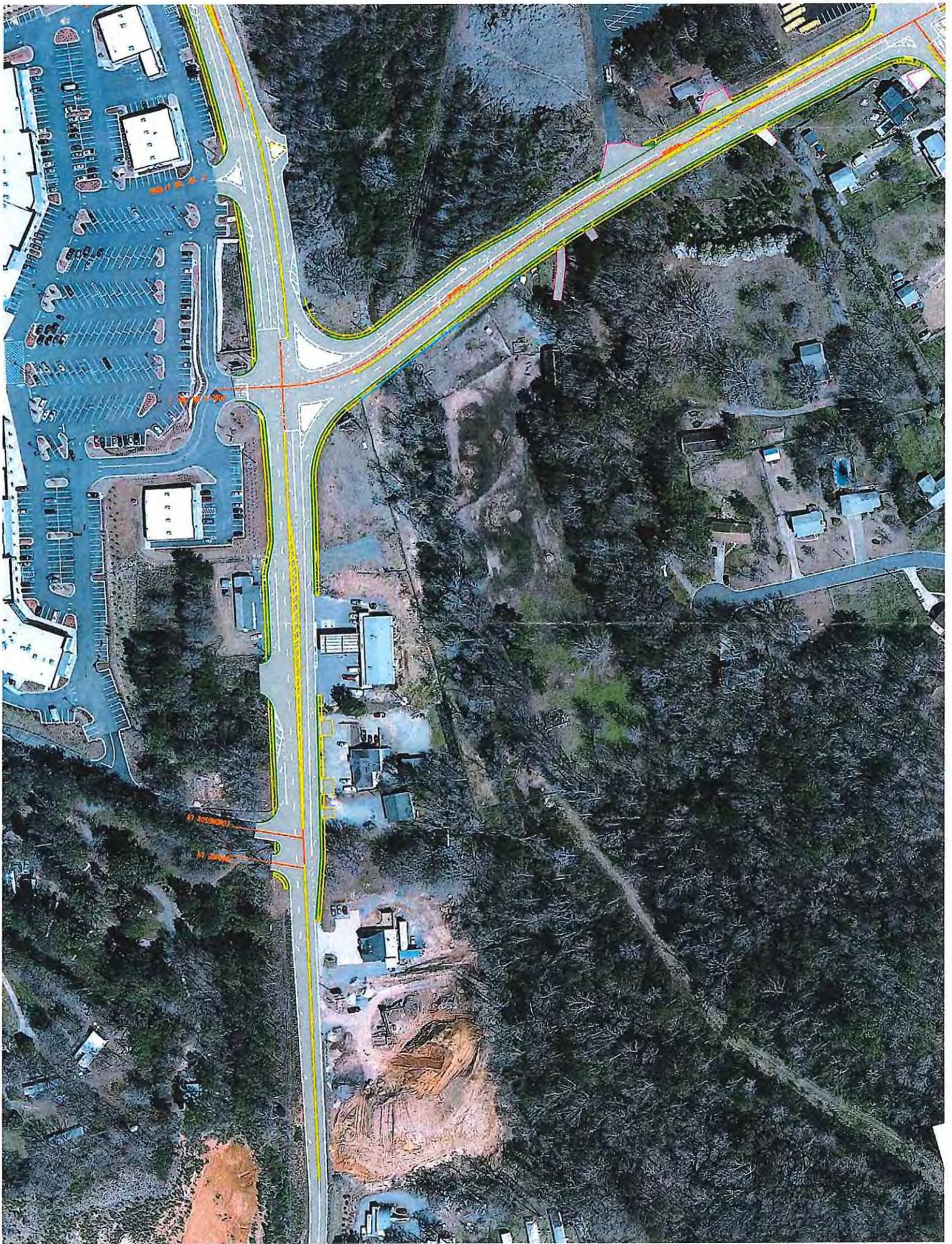
Intersection	ALTERNATIVE 2020		ALTERNATIVE 2035	
	AM Peak	PM Peak	AM Peak	PM Peak
Holly Springs Pkwy @ E. Cherokee Dr / Publix Drwy	<u>D (39.2)</u>	<u>E (53.9)</u>	<u>D (39.9)</u>	<u>E (57.3)</u>
-Eastbound Approach	D (49.2)	E (59.7)	D (47.7)	E (57.3)
-Westbound Approach	D (52.7)	E (72.6)	D (47.2)	E (62.8)
-Northbound Approach	D (36.9)	D (36.9)	D (38.0)	D (45.8)
-Southbound Approach	C (28.7)	D (52.0)	C (34.2)	E (61.4)
E. Cherokee Dr @ Mill Creek Rd / Johnston ES Drwy	<u>C (30.0)</u>	<u>C (33.7)</u>	<u>D (46.6)</u>	<u>E (55.7)</u>
-Eastbound Approach	C (20.9)	C (22.6)	D (39.3)	C (32.6)
-Westbound Approach	C (24.8)	C (31.9)	D (53.5)	E (62.6)
-Northbound Approach	E (59.2)	D (53.8)	E (60.4)	F (87.4)
-Southbound Approach	C (33.5)	C (26.4)	C (29.6)	C (26.6)

TABLE 2
FUTURE 2020 AND 2035 95TH PERCENTILE QUEUE LENGTHS – PREFERRED DESIGN

Intersection	Available Storage (Feet)	BUILD 2020		BUILD 2035	
		AM Peak	PM Peak	AM Peak	PM Peak
Holly Springs Pkwy @ E Cherokee Drive / Publix Driveway					
Eastbound Left	50	9	47	11	52
Eastbound Through / Right	50	38	142	45	163
Westbound Left	640	221	272	215	300
Westbound Through / Left	1,050	168	214	210	225
Westbound Right	300	129	91	98	106
Northbound Left	175	22	122	26	136
Northbound Through	-	162	363	184	471
Northbound Right	275	46	127	49	175
Southbound Left	350	287	247	326	310
Southbound Through	-	456	224	518	275
Southbound/ Right	150	3	2	4	2
E. Cherokee Drive @ Mill Creek Road / Johnston ES Drwy					
Eastbound Left	200	17	8	63	9
Eastbound Through	1,050	96	719	163	821
Eastbound Right	-	59	17	75	17
Westbound Left	150	183	110	220	188
Westbound Through	-	524	424	724	513
Westbound Right	270	0	0	0	0
Northbound Left	130	238	399	319	516
Northbound Through / Right	-	37	0	42	0
Southbound Left	-	57	12	63	15
Southbound Through / Right	-	100	14	116	16

Intersection	PEAK HOUR	NO BUILD 2020	BUILD 2020 CURRENT DESIGN			BUILD 2020 ALTERNATE 1		BUILD 2020 ALTERNATE 3		BUILD 2020 PREFERRED	
		Avg. Delay	Avg. Delay	% Change	Avg. Delay	% Change	Avg. Delay	% Change	Avg. Delay	% Change	
Holly Springs Pkwy @ E. Cherokee Dr	AM	D	D	-8%	D	-14%	D	-12%	D	-20%	
	PM	E	E	-23%	E	-18%	D	-34%	E	-28%	
E. Cherokee Dr @ Mill Creek Rd	AM	E	C	-63%	C	-62%	C	-62%	C	-61%	
	PM	E	C	-53%	D	-50%	C	-54%	C	-53%	

Intersection	PEAK HOUR	NO BUILD 2035	BUILD 2035 CURRENT DESIGN			BUILD 2035 ALTERNATE 1		BUILD 2035 ALTERNATE 3		BUILD 2035 PREFERRED	
		Avg. Delay	Avg. Delay	% Change	Avg. Delay	% Change	Avg. Delay	% Change	Avg. Delay	% Change	
Holly Springs Pkwy @ E. Cherokee Dr	AM	E	E	-13%	D	-34%	D	-38%	D	-49%	
	PM	F	E	-42%	E	-44%	E	-57%	E	-56%	
E. Cherokee Dr @ Mill Creek Rd	AM	F	D	-69%	D	-69%	D	-67%	D	-66%	
	PM	F	D	-54%	E	-52%	D	-54%	E	-53%	





Cherokee County, Georgia Agenda Request

SUBJECT: CATS Section 5307 Formula Funds MEETING DATE: July 15, 2014
Request to Transfer Unused Fund Balance
To Cobb Community Transit (CCT)

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

COMMISSION ACTION REQUESTED:

Consider request to transfer FY 2012 Section 5307 FTA Formula Funds to Cobb Community Transit.

FACTS AND ISSUES:

As a part of the Atlanta urbanized area, Cherokee County is allocated approximately \$550,000.00 of annual FTA Section 5307 Formula Funds for operation of its CATS urban transportation system. These funds are utilized for capital cost of contracting for the vanpool program and capital costs for the CATS Fixed Route or Canton shuttle program. The funds require a 20% match.

Since CATS is a small system, most years we are not able to utilize all of the allocated funds, and therefore, the balance rolls over. Unused funds that are not obligated in the Atlanta region are returned to the FTA to be used in other areas of the Country.

The current funds balance for Cherokee County, through FY 2012, is \$1,358,590.00. If these funds are not obligated by September 1, 2015, they will be returned to Washington DC.

Cherokee County has the option of transferring this fund balance to other transit operators in the Atlanta region. We have contacted Cobb Community Transit (CCT) and they are able to utilize these funds as their Board recently approved implementation of new service and they will need to replace approximately 51 buses.

BUDGET:

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

Budget Adjustment Necessary: Yes No If yes, please attach budget amendment form.
Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes No

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of request to transfer FY 2012 Section 5307 FTA Formula Funds to Cobb Community Transit.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



Cherokee County Government

1130 Bluffs Parkway
Canton, GA 30114
678-493-6077
Fax 678-493-6088

July 16, 2014

Mr. John Orr, AICP
Atlanta Regional Commission
40 Courtland Street, NE
Atlanta, Georgia 30303

Re: FY 2012 Section 5307 Formula Funds

Dear Mr. Orr:

This letter is to inform you of Cherokee County's intent to transfer its FY 2012 Section 5307 funds allocation of \$1,358,590.00 to Cobb Community Transit (CCT).

It is our understanding that these funds must be obligated by September 1, 2015. Cherokee County is not able to expend these funds by that date and it is our desire to keep these funds within the Atlanta region rather than return them to the Federal Transit Administration.

If you have any questions or require additional information, do not hesitate to contact Geoff Morton, Public Works Agency Director at (678) 493-6057.

Sincerely,

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

Attachment

Cc: Geoffrey E. Morton, P.E.
Jerry W. Cooper
Terry Hinton
Cain Williamson, ARC
Kofi Wakhisi, ARC
Knox O'Callaghan, MARTA
Cathy Gesick, MARTA
Laraine Vance, CCT

CHEROKEE COUNTY
Current FTA Section 5307 Formula Funds Balance
April 2014

	Total Federal Amount
FY 2001 Balance Forward	<u>\$0</u>
FY 2002 Allocation	\$217,769
Amount Transferred to Reg'l Residual	(\$217,769)
FY 2003 Allocation	\$347,466
Amount Transferred to Reg'l Residual	\$0
FY 2004 Allocation	\$382,927
Transfer to City of Canton	(\$191,464)
FY 2005 Allocation	\$392,159
Transfer to City of Canton	(\$196,079)
Grants GA-90-X217	(\$278,855)
FY 2006 Allocation	\$434,484
Grants GA-90-X225	(\$469,930)
FY 2007 Allocation	\$444,281
FY 2008 Allocation	\$480,527
Transfer from City of Canton	\$163,456
Grants/ GA-90-X266	(\$1,100,000)
Balance Forward	<u>\$408,972</u>
FY 2009 Allocation CR Initial(222,700)/Final(330,730)	\$553,430
Balance Forward	<u>\$962,402</u>
FY 2010 Allocation CR Initial(216,686)/Final(306,191)	\$522,877
Balance Forward	<u>\$1,485,279</u>
FY 2011 Allocation CR Initial(228,779)/Final(311,473)	\$540,252
FY 2010 Allocation CR Initial - L230	\$119,875
FY2010 Final - L230	\$167,825
Balance Forward	<u>\$2,313,232</u>
FY 2012 Allocation CR Initial	\$266,552
FY2012 Allocation CR May12 Update	\$132,066
FY2012 Final	\$132,020
Grants/ GA-90-X308	(\$588,800)
Grants/ GA-90-X308-01	(\$39,618)
Amount Transferred to Reg'l Residual FY09/FY10	(\$856,862)
Balance Forward	<u>\$1,358,590</u>
FY 2013 Allocation CR Initial	\$327,298
FY2013 Final	\$352,745
Balance Forward	<u>\$680,043</u>
FY2014 Final	\$772,996
Amount Transferred to Reg'l Residual	
Balance Forward	<u>\$1,453,039</u>

Summary:

Balance Through FY12	\$1,358,590
Balance FY13 Forward	\$1,453,039
Total	<u>\$2,811,629</u>

Note 1: Jurisdictional suballocation of L230 Flexed funds to eligible regional operators; these funds are additional funds to the annual suballocation of Sec 5307 Formula Funds suballocated per the Atlanta UZA regional policy

Note: Cherokee FY12 Fuel Allocation - 39,618 (this does not represent additional funding)
Cherokee FY14 Available Operating Assistance - 76,606 (this does not represent addl funding)

The cumulative balance of Sec. 5307 funds as sub-allocated through FY2012 are considered separate from the FY2013 Sec. 5307 sub-allocation. Therefore, the funds cannot be combined in a single grant.

Geoff Morton

From: Vance, Laraine <lvance@cobbcounty.org>
Sent: Monday, June 09, 2014 9:47 PM
To: Geoff Morton
Cc: Vance, Laraine; Terry Hinton; Barbara Shearin
Subject: Re: Section 5307 Funds

Geoff,

Yes, Cobb County will be able to utilize these funds. Our Board has recently approved implementation of new service and we need to replace 51 buses that have or will have reached their useful life over the next 5 years.

Thanks so much.

Sent from my iPhone

On Jun 9, 2014, at 1:55 PM, "Geoff Morton" <gmorton@cherokeega.com> wrote:

Laraine:

It was good talking to you today. In our recent meetings with ARC and MARTA regarding the current FTA Section 5307 formula funds balance, we indicated to both agencies that Cherokee County would not be able to spend its FY 2012 balance forward of \$1,358,590. Per MARTA, these funds would need to be appropriated in a grant by September 1, 2015 by someone in the Atlanta region, or else they would be returned to the FTA. They suggested that we contact CCT and GRTA to designate a portion or all funds.

Attached is the breakdown of funds that confirms the \$1,358,590 FY 2012 balance forward.

If CCT is interested in utilizing all or a portion of these funds, please let me know by responding to this email.

Thanks,

Geoff Morton

Geoffrey E. Morton, P.E.
Public Works Agency Director
Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114
(678)493-6077

Geoff Morton

From: Cain Williamson <CWilliamson@atlantaregional.com>
Sent: Tuesday, June 17, 2014 8:34 AM
To: Geoff Morton
Cc: Kofi Wakhisi; Jean Hee P. Barrett; Aaron Fowler; John Orr
Subject: RE: Section 5307 Funds

Geoff,

Thanks for your note. All ARC needs is a formal communication from you (or Chairman Ahrens) stating that you would like to transfer your FY 2012 Section 5307 Allocation of \$1,358,590 to CCT for their use. There is no need for the commission to act unless you need them to do so. ARC will make the change based on a letter from the county.

You can address the letter to John Orr with copies to me, Kofi Wakhisi (ARC), Knox O'Callaghan (MARTA), Cathy Gesick (MARTA), and Laraine Vance. And you can just put the letter on Cherokee County letterhead, sign it, scan it in, and email it to us. We will then work with MARTA to make sure to reflect the change in whatever way necessary for CCT to obligate the funds in a grant.

It is great to see Cherokee and Cobb working so closely together. Let me know if there is anything else ARC can do to help.

Thanks,

Cain

From: Geoff Morton [<mailto:gmorton@cherokeega.com>]
Sent: Friday, June 13, 2014 11:07 AM
To: Cain Williamson
Subject: FW: Section 5307 Funds

Cain:

Good morning. See below. What would the County need to do to officially designate CCT as the recipient for its Section 5307 funds balance forward from 2012? Would we need our Board of Commissioners to pass a resolution or just a vote?

Please advise.

Thanks

Geoff

Geoffrey E. Morton, P.E.
Public Works Agency Director
Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114
(678)493-6077



Cherokee County, Georgia Agenda Request

SUBJECT: Award Final Tranche of Parks Bonds to Wells Fargo MEETING DATE: 7/15/2014

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Approve the issuance of the final \$22.8M of General Obligation Park & Greenspace Bonds to Wells Fargo, the most competitive bidder.

FACTS AND ISSUES:

The Parks, Recreation and Greenspace Bond was successfully approved by the citizens of Cherokee County on the November 4, 2008 election ballot. This final issuance of the \$90M total approved will complete the final phase of our parks construction which includes East Park, Patriots Park, Woodstock trails, and a few smaller projects/renovations.

We received four bids:

1. Wells Fargo: 2.78% Non-Callable, 2.84% Optional Par Call After 10 Years
2. SunTrust Bank 2.88% Non-Callable, 3.06% Anytime Optional Call
3. JP Morgan Chase: 3.04% Non-Callable, 3.13% Optional Call After 7 Years, 3.15% Optional Call After 5 Years
4. Capital One: 3.45% Non-Callable, 3.55% Optional Par Call After 10 Years

Awarding the issuance to Wells Fargo is the most competitive option and also provides the flexibility of calling the bonds if desired.

BUDGET:

Budgeted Amount: \$22,823,000	Account Name: Parks Bond GO Bond Proceeds
Amount Encumbered: Revenue Account, N/A	Account #: Fund 310 Account 393100
Amount Spent to Date: Revenue Account, N/A	
Amount Requested: \$22,823,000	
Remaining Amount Allocated:\$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:

Approve

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Janelle Funk

\$22,823,000
Cherokee County (Georgia)
General Obligation Park and Green Space Bond, Series 2014

Summary of Bids

<u>Ranking of Bidders</u>	<u>Interest Rate</u>
	2.78% - Non-Callable
1. Wells Fargo Bank, N.A.	2.84% Optional Par Call On Or After 4/1/2024 (10-Years) Legal Fees: \$10,000
	2.88% - Non-Callable
2. SunTrust Bank	3.06% Anytime Optional Par Call Legal Fees: \$7,500
	3.04% - Non-Callable
3. J.P. Morgan Chase Bank	3.15% Optional Par Call On Or After 4/1/2019 (5-Years) 3.13% Optional Par Call On Or After 4/1/2021 (7-Years) Legal Fees: \$8,500
	3.45% - Non-Callable
4. Capital One Public Funding	3.55% Optional Par Call On Or After 4/1/2024 (10-Years) Legal Fees: At Cost
Bank of America	No Bid
Bank of North Georgia	No Bid
Branch, Bank & Trust (BB&T)	No Bid
Community and Southern Bank	No Bid
PNC Financial Services Group	No Bid
Regions Bank	No Bid
State Bank & Trust Company	No Bid
United Community Bank	No Bid



**INDICATION OF INTEREST FOR
CHEROKEE COUNTY (GA)
GENERAL OBLIGATION PARK AND GREEN SPACE BOND, SERIES 2014**

NAME OF BANK: Wells Fargo Bank, N.A.

NAME OF PERSON SUBMITTING BID: Michelle Knowles, Loan Team Manager

INTEREST RATE ON NON-CALLABLE SERIES 2014 BOND: 2.78%

INTEREST RATE ON CALLABLE SERIES 2014 BOND: 2.84%

DESCRIBE TERMS OF CALL OPTION (IF OFFERED): _____ Please see attached term sheet

CONDITIONS (IF ANY) FOR YOUR BID: Please see attached term sheet

By signing the bid form below, you acknowledge that your bank is an "accredited investor" within the meaning of Rule 501(a) promulgated under the Securities Act of 1933, as amended, and has completed its own due diligence and research in purchasing the Cherokee County (GA) General Obligation Park and Green Space Bond, Series 2014.

SIGNED: Michelle Knowles

DATED: 7/14/14

Please e-mail this bid form to Bryce Holcomb, Director of Citigroup, at bryce.w.holcomb.jr@citi.com no later than Monday, July 14, 2014 by 11:00 am.

**Proposal for Direct Purchase of
Cherokee Cty General Obligation Park and Green Space Bond, Series 2014
Cherokee County, Georgia
Summary of Preliminary Terms and Conditions (“Term Sheet”)
July 14, 2014**

TRANSACTION SUMMARY:

Issuer/Obligor:	Cherokee County, Georgia (the “Obligor”, “Issuer” or “the County”).
Issue:	Cherokee County, Georgia General Obligation Park & Green Space Bond, Series 2014 (the “Bond”).
Financing Documentation:	The Bond will be issued pursuant the Resolution included in the RFP (the “Resolution”) to be adopted by the Board of Commissioners of the County at a meeting on July 15, 2014. The Bond and Resolution are herein collectively referred to (along with any amendment, supplement or restatement of any or all of the foregoing) as the “Financing Documents.”
Use of Proceeds:	Proceeds of the Bond shall be used to provide funds to (i) purchase, construct and improving parks, recreational land, facilities, and equipment including green space and (ii) pay costs of issuance of the 2014 Bond.
Par Amount:	\$22,823,000
Purchaser/Bank:	Wells Fargo Municipal Capital Strategies, LLC, a wholly owned subsidiary of Wells Fargo Bank, N.A. (“Wells Fargo” or the “Bank”).
Tax Treatment:	Interest on the 2014 Bond will be excludable from gross income for federal income tax purposes and the Issuer shall take all steps necessary to maintain such tax exempt status for the Bond. The Bank shall be provided an opinion of tax counsel satisfactory to the Bank which concludes that interest on the 2014 Bond is excludable from gross income for federal income tax purposes.

Security: General Obligation of Cherokee County, Georgia and will constitute a pledge of full faith, credit and taxing power of the County. Principal and interest on the Bonds are payable from ad valorem taxes which may be levied, without limitation as to rate or amount, upon all taxable property subject to taxation for general obligation bond purposes within the territorial limits of the County.

INTEREST RATES AND OTHER KEY PROVISIONS:

**Indicative
Fixed Rate:**

The Indicative Rates below are provided as of July 14, 2014 and assume a July 29, 2014 bond closing (incorporates a 15 day forward delivery). This provides an indication of the fixed rate the Bank can offer. **Upon notification of bid award on July 14, 2014 and adopting action of the Board naming Wells Fargo as purchaser on July 15, this rate can be locked in until July 29, 2014 closing.**

Non-Callable through Maturity:	2.78%
With April 1, 2024 Call Option at Par:	2.84%

The rate is subject to adjustment if 1) the Board of Commissioners does not approve the Resolution at their July 15, 2014 meeting, 2) the Par Amount or amortization changes more than 10% relative to the amortization schedule included in the RFP and 3) upon the occurrence of an event of taxability caused by Obligor.

Optional Redemption: At County's option, a non-callable rate and an interest rate that allows for an optional redemption on April 1, 2024 (or any interest payment date thereafter) has been provided.

Amortization: As outlined in RFP

Closing Date: July 29, 2014

Computation Basis: 30/360

Payment of Principal and Interest: Interest will be payable on October 1, 2014 and semiannually thereafter on April 1 and October 1 each year. Principal will be paid on October 1, 2014 then on April 1 each year thereafter. Bond matures April 1, 2029.

DOCUMENTATION AND COVENANTS:

TABLE OF CONTENTS

Cherokee County (GA)
General Obligation Parks Bonds - Series 2014
Winning Bidder - 2.84% 10-Year Par Call (Wells Fargo)
Final Numbers

Report	Page
Sources and Uses of Funds	1
Bond Summary Statistics	2
Bond Pricing	3
Bond Debt Service	4
Proof of Arbitrage Yield	5
Form 8038 Statistics	6
Cost of Issuance	7

SOURCES AND USES OF FUNDS
Cherokee County (GA)
General Obligation Parks Bonds - Series 2014
Winning Bidder - 2.84% 10-Year Par Call (Wells Fargo)
Final Numbers

Dated Date 07/29/2014
Delivery Date 07/29/2014

Sources:

Bond Proceeds:	
Par Amount	22,823,000.00
	<hr/> 22,823,000.00 <hr/>

Uses:

Project Fund Deposits:	
Project Fund	22,630,416.00
Delivery Date Expenses:	
Cost of Issuance	192,584.00
	<hr/> 22,823,000.00 <hr/>

BOND SUMMARY STATISTICS

Cherokee County (GA)
 General Obligation Parks Bonds - Series 2014
 Winning Bidder - 2.84% 10-Year Par Call (Wells Fargo)
 Final Numbers

Dated Date	07/29/2014
Delivery Date	07/29/2014
Last Maturity	04/01/2029
Arbitrage Yield	2.840265%
True Interest Cost (TIC)	2.840265%
Net Interest Cost (NIC)	2.840000%
All-In TIC	2.940315%
Average Coupon	2.840000%
Average Life (years)	10.046
Duration of Issue (years)	8.603
Par Amount	22,823,000.00
Bond Proceeds	22,823,000.00
Total Interest	6,511,740.23
Net Interest	6,511,740.23
Total Debt Service	29,334,740.23
Maximum Annual Debt Service	3,762,682.00
Average Annual Debt Service	1,999,338.60
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bond	22,823,000.00	100.000	2.840%	10.046	19,283.92
	22,823,000.00			10.046	19,283.92

	TIC	All-In TIC	Arbitrage Yield
Par Value	22,823,000.00	22,823,000.00	22,823,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-192,584.00	
- Other Amounts			
Target Value	22,823,000.00	22,630,416.00	22,823,000.00
Target Date	07/29/2014	07/29/2014	07/29/2014
Yield	2.840265%	2.940315%	2.840265%

BOND PRICING

Cherokee County (GA)
 General Obligation Parks Bonds - Series 2014
 Winning Bidder - 2.84% 10-Year Par Call (Wells Fargo)
 Final Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bond:	10/01/2014	495,000	2.840%	2.840%	100.000
	04/01/2015	565,000	2.840%	2.840%	100.000
	04/01/2016	635,000	2.840%	2.840%	100.000
	04/01/2017	705,000	2.840%	2.840%	100.000
	04/01/2018	775,000	2.840%	2.840%	100.000
	04/01/2019	830,000	2.840%	2.840%	100.000
	04/01/2020	895,000	2.840%	2.840%	100.000
	04/01/2021	980,000	2.840%	2.840%	100.000
	04/01/2022	1,075,000	2.840%	2.840%	100.000
	04/01/2023	1,170,000	2.840%	2.840%	100.000
	04/01/2024	1,268,000	2.840%	2.840%	100.000
	04/01/2025	1,375,000	2.840%	2.840%	100.000
	04/01/2026	1,495,000	2.840%	2.840%	100.000
	04/01/2027	3,335,000	2.840%	2.840%	100.000
	04/01/2028	3,515,000	2.840%	2.840%	100.000
	04/01/2029	3,710,000	2.840%	2.840%	100.000
		22,823,000			

Dated Date	07/29/2014	
Delivery Date	07/29/2014	
First Coupon	10/01/2014	
Par Amount	22,823,000.00	
Original Issue Discount		
Production	22,823,000.00	100.000000%
Underwriter's Discount		
Purchase Price	22,823,000.00	100.000000%
Accrued Interest		
Net Proceeds	22,823,000.00	

BOND DEBT SERVICE

Cherokee County (GA)
 General Obligation Parks Bonds - Series 2014
 Winning Bidder - 2.84% 10-Year Par Call (Wells Fargo)
 Final Numbers

Dated Date 07/29/2014
 Delivery Date 07/29/2014

Period Ending	Principal	Coupon	Interest	Debt Service
12/31/2014	495,000	2.840%	111,629.83	606,629.83
12/31/2015	565,000	2.840%	626,092.20	1,191,092.20
12/31/2016	635,000	2.840%	609,052.20	1,244,052.20
12/31/2017	705,000	2.840%	590,024.20	1,295,024.20
12/31/2018	775,000	2.840%	569,008.20	1,344,008.20
12/31/2019	830,000	2.840%	546,217.20	1,376,217.20
12/31/2020	895,000	2.840%	521,722.20	1,416,722.20
12/31/2021	980,000	2.840%	495,097.20	1,475,097.20
12/31/2022	1,075,000	2.840%	465,916.20	1,540,916.20
12/31/2023	1,170,000	2.840%	434,037.20	1,604,037.20
12/31/2024	1,268,000	2.840%	399,417.60	1,667,417.60
12/31/2025	1,375,000	2.840%	361,887.00	1,736,887.00
12/31/2026	1,495,000	2.840%	321,133.00	1,816,133.00
12/31/2027	3,335,000	2.840%	252,547.00	3,587,547.00
12/31/2028	3,515,000	2.840%	155,277.00	3,670,277.00
12/31/2029	3,710,000	2.840%	52,682.00	3,762,682.00
	22,823,000		6,511,740.23	29,334,740.23

PROOF OF ARBITRAGE YIELD

Cherokee County (GA)
 General Obligation Parks Bonds - Series 2014
 Winning Bidder - 2.84% 10-Year Par Call (Wells Fargo)
 Final Numbers

Date	Debt Service	Present Value to 07/29/2014 @ 2.8402650%
10/01/2014	606,629.83	603,690.48
04/01/2015	882,057.60	865,492.55
10/01/2015	309,034.60	298,984.95
04/01/2016	944,034.60	900,546.11
10/01/2016	300,017.60	282,189.34
04/01/2017	1,005,017.60	932,058.91
10/01/2017	290,006.60	265,187.72
04/01/2018	1,065,006.60	960,226.41
10/01/2018	279,001.60	248,029.80
04/01/2019	1,109,001.60	972,087.08
10/01/2019	267,215.60	230,946.10
04/01/2020	1,162,215.60	990,401.65
10/01/2020	254,506.60	213,845.21
04/01/2021	1,234,506.60	1,022,750.55
10/01/2021	240,590.60	196,530.87
04/01/2022	1,315,590.60	1,059,616.52
10/01/2022	225,325.60	178,942.84
04/01/2023	1,395,325.60	1,092,584.85
10/01/2023	208,711.60	161,139.50
04/01/2024	1,476,711.60	1,124,156.95
10/01/2024	190,706.00	143,143.44
04/01/2025	1,565,706.00	1,158,759.03
10/01/2025	171,181.00	124,914.92
04/01/2026	1,666,181.00	1,198,827.64
10/01/2026	149,952.00	106,380.65
04/01/2027	3,484,952.00	2,437,715.52
10/01/2027	102,595.00	70,760.07
04/01/2028	3,617,595.00	2,460,128.65
10/01/2028	52,682.00	35,324.49
04/01/2029	3,762,682.00	2,487,637.20
	29,334,740.23	22,823,000.00

Proceeds Summary

Delivery date	07/29/2014
Par Value	22,823,000.00
Target for yield calculation	22,823,000.00

FORM 8038 STATISTICS

Cherokee County (GA)
 General Obligation Parks Bonds - Series 2014
 Winning Bidder - 2.84% 10-Year Par Call (Wells Fargo)
 Final Numbers

Dated Date 07/29/2014
 Delivery Date 07/29/2014

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial Bond:						
	10/01/2014	495,000.00	2.840%	100.000	495,000.00	495,000.00
	04/01/2015	565,000.00	2.840%	100.000	565,000.00	565,000.00
	04/01/2016	635,000.00	2.840%	100.000	635,000.00	635,000.00
	04/01/2017	705,000.00	2.840%	100.000	705,000.00	705,000.00
	04/01/2018	775,000.00	2.840%	100.000	775,000.00	775,000.00
	04/01/2019	830,000.00	2.840%	100.000	830,000.00	830,000.00
	04/01/2020	895,000.00	2.840%	100.000	895,000.00	895,000.00
	04/01/2021	980,000.00	2.840%	100.000	980,000.00	980,000.00
	04/01/2022	1,075,000.00	2.840%	100.000	1,075,000.00	1,075,000.00
	04/01/2023	1,170,000.00	2.840%	100.000	1,170,000.00	1,170,000.00
	04/01/2024	1,268,000.00	2.840%	100.000	1,268,000.00	1,268,000.00
	04/01/2025	1,375,000.00	2.840%	100.000	1,375,000.00	1,375,000.00
	04/01/2026	1,495,000.00	2.840%	100.000	1,495,000.00	1,495,000.00
	04/01/2027	3,335,000.00	2.840%	100.000	3,335,000.00	3,335,000.00
	04/01/2028	3,515,000.00	2.840%	100.000	3,515,000.00	3,515,000.00
	04/01/2029	3,710,000.00	2.840%	100.000	3,710,000.00	3,710,000.00
		22,823,000.00			22,823,000.00	22,823,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	04/01/2029	2.840%	3,710,000.00	3,710,000.00		
Entire Issue			22,823,000.00	22,823,000.00	10.0463	2.8403%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	192,584.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

COST OF ISSUANCE

Cherokee County (GA)
General Obligation Parks Bonds - Series 2014
Winning Bidder - 2.84% 10-Year Par Call (Wells Fargo)
Final Numbers

Cost of Issuance	\$/1000	Amount
Bond Counsel	4.00000	91,292.00
Placement Agent Fee	4.00000	91,292.00
Bank Legal Counsel	0.43815	10,000.00
	8.43815	192,584.00

A RESOLUTION PROVIDING FOR: (1) THE ISSUANCE AND SALE OF THE CHEROKEE COUNTY GENERAL OBLIGATION PARK AND GREEN SPACE BONDS, SERIES 2014 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$22,823,000; (2) THE NAMING OF AN AUTHENTICATING AGENT, BOND REGISTRAR AND PAYING AGENT FOR SAID BONDS; (3) THE ADOPTION OF A FORM TO WHICH SAID BONDS SHALL ADHERE; (4) THE PREPARATION OF A TAX DIGEST AND THE LEVY OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; (5) THE EXECUTION AND DELIVERY OF SAID BONDS; AND (6) FOR OTHER RELATED PURPOSES:

WHEREAS, at an election duly called and held in Cherokee County, Georgia (the "County") on the 4th day of November, 2008 (the "Election"), a majority of the qualified voters of the County voting in the Election voted in favor of the issuance by the County of its general obligation debt in an aggregate principal amount of up to \$90,000,000 (the "Debt") to finance all or a portion of the cost of financing (i) the purchase, construction and improvement of parks, recreational land, facilities and equipment, including green space; and (ii) the costs of issuing the Debt; and

WHEREAS, the County has issued \$67,177,000 of the Debt; and

WHEREAS, the County desires to issue the balance of the Debt (\$22,823,000) in the form of its General Obligation Park and Green Space Bonds, Series 2014 (the "Bonds"); and

WHEREAS, the County has caused to be prepared and distributed an Official Notice of Sale and Bid Form in connection with the sale of the Bonds; and

WHEREAS, pursuant to a Bond Placement Agreement, dated July 29, 2014 (the "Bond Placement Agreement"), between the County and Citigroup Global Markets, Inc., as placement agent (the "Placement Agent"), the Bonds will be placed by the Placement Agent with Wells Fargo Municipal Capital Strategies, LLC (the "Purchaser"); and

WHEREAS, in order to comply with Article IX, Section V, Paragraph VI of the Georgia Constitution, it is necessary for the County to prepare a tax digest and to determine the amount to be raised by a tax on all of the property subject to taxation for general obligation bond purposes in the County and to cause the levy of an annual tax sufficient in amount to pay the principal of and interest on the Bonds as the same become due; and

WHEREAS, it is necessary for the County to designate an Authenticating Agent, Bond Registrar and Paying Agent to act on its behalf with respect to the Bonds; and

WHEREAS, it is necessary to adopt a form to which the Bonds shall adhere and to provide for the execution and delivery of the Bonds and other matters in connection with the issuance and delivery of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County (the "Board"), and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. Terms of Bonds; Payments. The Bonds shall be designated as the "Cherokee County General Obligation Park and Green Space Bonds, Series 2014" and shall be issued in Authorized Denominations in the aggregate principal amount of \$22,823,000. The Bonds shall be dated as of their date of issuance and shall bear interest from their date at 2.84% per annum (based upon a 360 day year consisting of twelve 30 day months) until paid. Interest shall be payable on October 1, 2014, and semiannually thereafter on April 1 and October 1 in each year (each such date, an "Interest Payment Date"). The Bonds mature on April 1, 2029. The principal of the Bonds is subject to mandatory payment on the dates and in the amounts set forth in the form of the Bonds. The Bonds are subject to optional prepayment as set forth in the form of the Bonds. Notwithstanding the foregoing, the Bonds shall bear interest at the Taxable Rate from the Taxable Date. The following terms shall have the meanings set forth below:

Authorized Denominations means minimum denominations of (i) \$250,000 and any integral multiple of \$1,000 in excess thereof or, (ii) if less, the principal amount of the Bonds outstanding.

"Bond Interest is Taxable" means that interest paid or to be paid on a Bond is or will be includable for federal income tax purposes in the gross income of the Purchaser or any other Owner thereof by reason of any act or omission by the County, but excluding the inclusion of interest on such Bond as an item of tax preference for purposes of the calculation of an alternative minimum tax imposed on the Purchaser or such other Owner.

"Determination of Taxability" means any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction to the effect that Bond Interest is Taxable.

"Taxable Date" means the date on which interest on the Bonds is first includable in gross income of an Owner (including, without limitation, any previous Owner) thereof as a result of a Determination of Taxability.

"Taxable Rate" means 4.3736% per annum.

In the event the Taxable Date occurs, in addition to (but not in duplication of) the amounts required to be paid pursuant to this Resolution or the Bonds, the County shall pay to the Purchaser and any other Owner, as applicable, on demand therefor (i) an amount equal to the difference between (A) the amount of interest paid to the Purchaser and such other Owner on the Bonds during the period in which interest on the Bonds is includable in the gross income of the Purchaser or such other Owner beginning on the Taxable Date (the "Taxable Period") and (B) the amount of interest that would have been paid to the Purchaser and such other Owner during such Taxable Period had the Bonds borne the Taxable Rate, and (ii) an amount equal to any interest, penalties or charges owed by the Purchaser and such other Owner as a result of interest

on the Bonds becoming includable in the gross income of the Purchaser or such other Owner, together with any and all attorneys' fees, court costs, or other out of pocket costs incurred by the Purchaser or such other Owner in connection therewith.

Section 2. Authorization of Bond Placement Agreement. The execution, delivery and performance of the Bond Placement Agreement are hereby authorized. The Bond Placement Agreement shall be in substantially the form presented at this meeting and on file with the Clerk of the Board, with such changes, insertions or omissions as may be approved by the Chairman of the Board, and the execution and delivery of the Bond Placement Agreement by the Chairman of the Board as hereby authorized shall be conclusive evidence of any such approval.

Section 3. Designation of Paying Agent. The Chief Financial Officer of the County is hereby designated to act as Authenticating Agent, Bond Registrar and Paying Agent with respect to the Bonds.

Section 4. Debt Service Schedule. The Board does hereby determine that for the purpose of paying the principal of and interest on the Bonds, it is necessary to raise by a tax on all the taxable property in the County subject to taxation for general obligation bond purposes, the amounts in the years set forth in Exhibit A attached hereto and made a part hereof.

Section 5. Preparation of Tax Digest. Prior to the issuance of the Bonds and in each year that the Bonds are outstanding, the appropriate person at the County is hereby directed to ascertain from the tax returns made to the Tax Commissioner of the County, and from the tax returns made to the Commissioner of Revenue of the State of Georgia, the total value of all the property in the County subject to taxation for general obligation bond purposes, and to prepare a digest of all such property.

Section 6. Tax Levy. There is hereby levied an annual tax upon all the property within the County subject to taxation for general obligation bond purposes, at such rate as will raise the amounts in the years listed in Exhibit A. Such tax is irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 7. Execution of Bonds. The Bonds shall be executed for and on behalf of the County by the manual or duly authorized reproduced facsimile signature of the Chairman of the Board and the corporate seal of the Board shall be imprinted or impressed thereon and attested by the manual or duly authorized reproduced facsimile signature of the Clerk of the Board. In case any officer whose signature shall be affixed to a Bond or who shall have sealed a Bond shall cease to be such officer before the Bond so signed and sealed shall have been actually delivered, the Bond, nevertheless, shall be a valid Bond of the County and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the County when the Bond shall be actually delivered.

Section 8. Form of Bonds. The Bonds, the certificate of validation and the provision for registration shall be in substantially the following form:

(FORM OF BOND)

**TRANSFER OF THIS BOND IS SUBJECT TO THE RESTRICTIONS DESCRIBED
HEREIN AND THE BOND RESOLUTION DESCRIBED BELOW**

UNITED STATES OF AMERICA
STATE OF GEORGIA
CHEROKEE COUNTY

GENERAL OBLIGATION PARK AND GREEN SPACE BONDS, SERIES 2014

No. R-__

Dated Date: July 29, 2014

\$22,823,000

Maturity Date: April 1, 2029

Interest Rate: 2.84%

Registered Owner: _____

CUSIP _____

KNOW ALL MEN BY THESE PRESENTS: That Cherokee County, Georgia (the "County") hereby acknowledges itself to owe, and for value received hereby promises to pay to the registered owner, in lawful money of the United States of America, the principal sum shown above on the Maturity Date indicated above and interest hereon at the rate per annum set forth above (computed on the basis of a 360-day year consisting of twelve 30 day months), payable October 1, 2014, and semiannually thereafter on the first days of April and October in each year (each an "Interest Payment Date") from the Interest Payment Date next preceding the date of authentication and registration hereof to which interest has previously been paid (unless the date of authentication and registration hereof is prior to the first Interest Payment Date, in which event from July 29, 2014, or unless the date of authentication and registration is an Interest Payment Date, in which event from the date of authentication hereof, or unless the date of authentication and registration hereof is after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event from such next succeeding Interest Payment Date) until payment of the principal amount hereof. The interest hereon shall be paid by the paying agent (the "Paying Agent") to the person in whose name this bond is registered at the close of business on the 15th day of the calendar month preceding each Interest Payment Date (each such date a "Record Date") by check or draft and mailed, by first class mail, postage prepaid, to such person at the address on the books of registry kept by the bond registrar (the "Bond Registrar"). Mandatory sinking fund prepayments and interest on this bond shall be paid by wire transfer to such registered owner if written wire transfer instructions are given to the Paying Agent prior to the Record Date. Interest and mandatory sinking fund prepayments shall continue to be so paid until such wire transfer instructions are revoked in writing. Notwithstanding the foregoing, this bond shall bear interest at the Taxable Rate (as defined in the Bond Resolution) from the Taxable Date (as defined in the Bond Resolution).

This bond is one of a duly authorized issue of like tenor aggregating in principal the sum of \$22,823,000 (the "Bonds"). The proceeds of the sale of the Bonds will be used to finance all

or a portion of (i) the costs of the purchase, construction and improvement of parks, recreational land, facilities and equipment, including green space and (ii) the costs of issuing the Bonds. The Bonds are authorized by the Constitution and laws of the State of Georgia, by an election held on November 4, 2008 at which a majority of the qualified voters of the County voted in favor of its issuance and by a resolution of the Board of Commissioners of the County duly adopted on July 15, 2014 (the "Bond Resolution").

This bond may be registered as transferred only upon the registration books kept for that purpose at the designated office of the Bond Registrar by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Bond Registrar of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered bond shall be issued to the transferee in exchange therefor, subject to the conditions and upon payment of charges, if any, provided in the Bond Resolution. This bond may only be registered as transferred in minimum denominations of (a) \$250,000 and any integral multiple of \$1,000 in excess thereof or, (b) if less, the principal amount of the Bonds outstanding ("Authorized Denominations") to (i) an affiliate of the holder of this bond, (ii) a trust or custodial arrangement established by the holder of this bond or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act"), or (iii) to a Person that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this Section, of \$5,000,000,000 or more that has executed and delivered to the Bond Registrar an Investor Letter in the form of Exhibit A attached to this bond. This bond may be exchanged for a like principal amount in Authorized Denominations, subject to the conditions and upon payment of charges, if any, provided in the Bond Resolution.

The person in whose name this bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered holder shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid.

This bond is subject to optional prepayment prior to its maturity, in whole or in part in Authorized Denominations, on any Interest Payment Date on or after April 1, 2024, at a prepayment price of 100% of the principal amount being prepaid plus accrued interest to the prepayment date. Partial prepayments shall be credited to the remaining mandatory sinking fund prepayments on a pro rata basis.

[Remainder of Page Intentionally Left Blank]

This bond is subject to mandatory sinking fund prepayment on the dates and in the amounts set forth in the following table:

<u>Date</u>	<u>Amount</u>
10/1/2014	\$ 495,000
04/1/2015	565,000
04/1/2016	635,000
04/1/2017	705,000
04/1/2018	775,000
04/1/2019	830,000
04/1/2020	895,000
04/1/2021	980,000
04/1/2022	1,075,000
04/1/2023	1,170,000
04/1/2024	1,268,000
04/1/2025	1,375,000
04/1/2026	1,495,000
04/1/2027	3,335,000
04/1/2028	3,515,000
04/1/2029	3,710,000

All partial prepayments, whether optional or mandatory, shall be pro rata among all the owners of the Bonds.

It is further certified and recited, that all acts, conditions and things required by the Constitution or statutes of the State of Georgia to exist, be performed or happen pursuant to and in the issuance of this bond, exist, have been performed and have happened in due and regular form as required by law, that provision has been made for the collection, if necessary, of a direct annual tax, unlimited as to rate or amount, on all property subject to taxation for general obligation bond purposes located in the County, sufficient to pay the principal of interest on this bond, in accordance with its terms, and that the total indebtedness of the County, including this bond, does not exceed any limitation prescribed by said Constitution or statutes.

This bond shall not be entitled to any benefit under the authorizing resolution and shall not become valid or obligatory for any purpose until it shall have been authenticated by execution by the Bond Registrar by manual signature of the authentication certificate hereon endorsed.

* * * * *

IN WITNESS WHEREOF, Cherokee County, Georgia has caused this bond to be executed by the duly authorized manual or facsimile signature of the Chairman of the Board of Commissioners and its corporate seal to be impressed or imprinted hereon and attested by the duly authorized manual or facsimile signature of the Clerk of the Board of Commissioners.

CHEROKEE COUNTY, GEORGIA

(CORPORATE SEAL)

By: _____
Chairman

Attest:

Clerk

* * * * *

CERTIFICATE OF AUTHENTICATION

This is bond was authorized by the within mentioned authorizing resolution of the Board of Commissioners of Cherokee County, adopted July 15, 2014, and is hereby authenticated as of the date of its execution as stated in the Bond.

CHEROKEE COUNTY, GEORGIA
as Bond Registrar

By: _____
Chief Financial Officer

Date of Authentication: July 29, 2014

* * * * *

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF CHEROKEE

The undersigned Clerk of the Superior Court of Cherokee County, State of Georgia, DOES HEREBY CERTIFY that this bond was confirmed and validated by judgment of the Superior Court of Cherokee County, Georgia, on the 6th day of January, 2009, that no intervention or objection was filed thereto and that no appeal has been prosecuted therefrom.

WITNESS my manual or facsimile signature and the seal of the Superior Court of Cherokee County, Georgia.

Clerk, Superior Court,
Cherokee County, Georgia

(CORPORATE SEAL)

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

the within Bond of CHEROKEE COUNTY, GEORGIA and does hereby constitute and appoint _____ attorney to transfer the said Bond on the books of the Bond Registrar, with full power of substitution in the premise.

Date: _____

In the presence of: _____

Bondholder

Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

EXHIBIT A

FORM OF INVESTOR LETTER

[Date of Purchase]

Cherokee County Board of Commissioners
Canton, Georgia

Citigroup Global Markets, Inc.
Atlanta, Georgia

Jarrard & Davis LLP
Cumming, Georgia

Murray Barnes Finister LLP
Atlanta, Georgia

Re: \$22,823,000 Cherokee County General Obligation Park and Green Space Bond,
Series 2014

Ladies and Gentlemen:

[NAME OF PURCHASER] ("Purchaser") has agreed to purchase the above-referenced bond (the "Bond") in the amount of [AMOUNT] issued by Cherokee County, Georgia (the "County") pursuant to the Resolution adopted by the County on July 15, 2014 (the "Bond Resolution"). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Bond Resolution. The undersigned, an authorized representative of the Purchaser, hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bond.
2. The Purchaser has authority to purchase the Bond and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bond.
3. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.
4. The Purchaser is a qualified institutional buyer that is a commercial bank having a combined capital and surplus of \$5,000,000,000 or more.
5. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Bond. The Purchaser has made its own inquiry and analysis with respect to the County, the Bond and the security therefor, and other material factors affecting the security for and payment of the Bond.

6. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the County, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Bond and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Bond.

7. The Purchaser understands that the Bond (i) is not registered under the 1933 Act and are not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any credit rating agency.

8. The Bond is being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Bond or portions thereof in Authorized Denominations, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

that is an affiliate of the Purchaser;

that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or

that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus of \$5,000,000,000 or more who executes an investor letter substantially in the form of this letter.

9. The Purchaser understands that the scope of engagement of Murray Barnes Finister LLP, as Bond Counsel, with respect to the Bond has been limited to matters set forth in their opinion based on their view of such legal proceedings as they deem necessary to approve the validity of the Bond and the tax-exempt status of interest thereon.

[PURCHASER]

By _____
Name _____
Title _____

(End of Bond Form)

Section 9. Sale of Bonds; Application of Proceeds. The sale of the Bonds to the Purchaser at a price of 100% of par is hereby authorized.

Upon receipt of the purchase price for the Bonds, the Chairman of the Board or his designee is authorized to physically deliver the Bonds to the Purchaser, and the Chairman of the Board or his designee is authorized to execute for and on behalf of the County such receipt for the proceeds of the Bonds and such other closing certificates and proofs as may be necessary and proper. The Bonds shall be properly executed, numbered and shall contain the terms set forth in this Resolution.

The proceeds of the sale of the Bonds shall be paid to the County.

Section 10. Authentication of Bonds. The Bonds shall not be valid or obligatory for any purpose unless and until the certificate of authentication shall have been executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon the Bonds shall be conclusive evidence that the Bonds have been authenticated and delivered hereunder.

Section 11. Transfer and Exchange of Bonds. The Bond Registrar shall cause books for the registration of transfer of the Bonds to be kept. The Bonds may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer of a Bond at the principal office of the Bond Registrar, the County shall execute, and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees, a new Bond numbered consecutively in order of issuance according to the records of the Bond Registrar. The Bonds may be exchanged for a like principal amount in Authorized Denominations. Such transfers of registration and exchanges shall be without charge to the owner of such Bonds, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Bonds requesting such transfer as a condition precedent to the exercise of such privilege.

If a Bond is surrendered upon any registration of transfer or exchange provided for in this Resolution, the Bond shall be promptly canceled by the Bond Registrar and shall not be reissued. Upon request of the County a certificate evidencing such cancellation shall be furnished by the Bond Registrar to the County.

Notwithstanding the foregoing, a Bond may only be registered as transferred in Authorized Denominations to (i) an affiliate of the holder of the Bond, (ii) a trust or custodial arrangement established by the holder of the Bond or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act"), or (iii) to a Person that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this Section, of \$5,000,000,000 or more that has executed and delivered to the Bond Registrar an Investor Letter in the form of Exhibit A attached to the form of the Bonds.

Section 12. Registered Owners. The person in whose name a Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds to the extent of the sum or sums so paid.

Section 13. Continuing Request. The inclusion of the foregoing provisions shall constitute (i) a continuing request from the County to the Clerk of the Superior Court of Cherokee County, unless the Clerk's signature shall occur by facsimile, to execute the certificate of validation on any replacement Bond issued pursuant hereto and (ii) the appointment of the Bond Registrar as agent for the County to do any and all things necessary to affect any replacement or registration of transfer.

Section 14. Mutilated or Destroyed Bonds. In case a Bond shall become mutilated or be destroyed or lost, the Board, on behalf of the County, may cause to be executed, authenticated and delivered a new Bond in exchange or substitution for the Bond so mutilated, destroyed or lost, upon, in the case of a mutilated Bond, surrender of such Bond, or in the case of a destroyed or lost Bond, the owner filing with the County, the Paying Agent and the Bond Registrar evidence satisfactory to them that such Bond was destroyed or lost and providing indemnity satisfactory to them; provided, however, that if the owner of such destroyed or lost Bond has a minimum net worth of at least \$25,000,000, such owner's own unsecured agreement of indemnity shall be deemed to be satisfactory. If the Bond shall have matured, instead of issuing a new Bond, the County may pay the same.

Section 15. Tax Covenants and Representations. The Bonds are being issued by the County in compliance with the conditions necessary for the interest income on the Bonds to be exempt from federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") relating to obligations of the State or political subdivisions thereof. It is the intention of the County that the interest on the Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the County hereby covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Bonds under Section 103 of the Code.

Section 16. Approval of Prior Actions. All actions taken by the Board, any officer of the Board, any officer of the County or any agent or employee of the County relating to the authorization and issuance of the Bonds, including, but not limited to, actions taken in connection with the validation of the Bonds, be and the same are hereby ratified, approved and confirmed.

Section 17. Payments Due on Saturday, Sunday or Holiday. If a payment on the Bonds is due on a Saturday, Sunday or any day that the office of the Paying Agent is authorized or required by law to remain closed, such payment shall be made on the next

succeeding business day, provided, however, interest shall continue to accrue until such time as the payment is actually received by the registered owner.

Section 18. Repeal of Conflicting Resolutions. All resolutions, or parts thereof, that conflict with this Resolution are hereby repealed.

Section 19. Financial Covenants. The County shall furnish the registered owner of the Bonds, for so long as the Bonds remain outstanding, annual audited financial statements of the County as soon as they are available, but no later than 270 days from its fiscal year end. The County shall promptly provide reasonable information regarding the County (including, but not limited to, the annual budget and tax digest) upon request of the Purchaser.

Section 20. Vice-Chairman; Assistant Clerk. In the event that the Chairman is unavailable to sign the documents authorized herein, the Vice-Chairman is hereby authorized and directed to sign all such documents. In the event that the Clerk is unavailable to sign the documents authorized herein, the Assistant Clerk, if any, is hereby authorized and directed to sign all such documents.

Section 21. General Authority. The proper officers, agents and employees of the Board and the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary or desirable in connection with the issuance of the Bonds and the execution, delivery and performance of the documents and agreements authorized by this Resolution.

Section 22. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this 15th day of July, 2014.

CHEROKEE COUNTY, GEORGIA

(CORPORATE SEAL)

By: _____
Chairman

Attest:

Clerk

EXHIBIT A
TO BOND RESOLUTION

DEBT SERVICE SCHEDULE

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
10/01/2014	\$ 495,000	\$ 109,271.45	\$ 604,271.45
04/01/2015	565,000	310,359.20	875,359.20
10/01/2015	—	302,505.70	302,505.70
04/01/2016	635,000	302,505.70	937,505.70
10/01/2016	—	293,679.20	293,679.20
04/01/2017	705,000	293,679.20	998,679.20
10/01/2017	—	283,879.70	283,879.70
04/01/2018	775,000	283,879.70	1,058,879.70
10/01/2018	—	273,107.20	273,107.20
04/01/2019	830,000	273,107.20	1,103,107.20
10/01/2019	—	261,570.20	261,570.20
04/01/2020	895,000	261,570.20	1,156,570.20
10/01/2020	—	249,129.70	249,129.70
04/01/2021	980,000	249,129.70	1,229,129.70
10/01/2021	—	235,507.70	235,507.70
04/01/2022	1,075,000	235,507.70	1,310,507.70
10/01/2022	—	220,565.20	220,565.20
04/01/2023	1,170,000	220,565.20	1,390,565.20
10/01/2023	—	204,302.20	204,302.20
04/01/2024	1,268,000	204,302.20	1,472,302.20
10/01/2024	—	186,677.00	186,677.00
04/01/2025	1,375,000	186,677.00	1,561,677.00
10/01/2025	—	167,564.50	167,564.50
04/01/2026	1,495,000	167,564.50	1,662,564.50
10/01/2026	—	146,784.00	146,784.00
04/01/2027	3,335,000	146,784.00	3,481,784.00
10/01/2027	—	100,427.50	100,427.50
04/01/2028	3,515,000	100,427.50	3,615,427.50
10/01/2028	—	51,569.00	51,569.00
04/01/2029	<u>3,710,000</u>	<u>51,569.00</u>	<u>3,761,569.00</u>
Total	<u>\$22,823,000</u>	<u>\$6,374,168.25</u>	<u>\$29,197,168.25</u>

CLERK'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF CHEROKEE

The undersigned, Clerk of the Cherokee County Board of Commissioners, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Cherokee County Board of Commissioners, in a meeting duly assembled and open to the public at which a quorum was present, on the 15th day of July, 2014, relating to the sale and form of \$22,823,000 Cherokee County General Obligation Park and Green Space Bonds, Series 2014 the original of which has been duly recorded in the Minute Book of the Board of Commissioners, which is in my custody and control.

GIVEN this the 15th day of July, 2014.

Clerk

(CORPORATE SEAL)

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

2014 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month, with the exception noted below in September. **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	7th	21st
February	4th	18th
March	4th	18th
April	1st	15th
May	6th	20th
June	3rd	17th
July	1st	15th
August	5th	19th
September	9th	23rd
October	7th	21st
November	4th	18th
December	2nd	16th

Cherokee County Holidays

Jan 1 – New Year’s Day
Jan 20 – Martin Luther King Day
May 26 – Memorial Day
July 4 – Independence Day
September 1 – Labor Day

November 11 – Veterans Day
November 27 – 28 Thanksgiving
December 24, 25, 26 Christmas
Birthday - Floating

Cherokee County Rules of Procedure
Public Hearings

- 1.09.02 Persons wishing to address the Board in duly advertised Public Hearings shall do so in the Public Hearing portion of the agenda.
- a. 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.
 - b. 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.
 - c. 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)
 - d. 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.
 - e. 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.

- f. 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.
- g. 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.
- h. 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.

Cherokee County Rules of Procedure
(Public Comment Policy)

SECTION 1.09 PUBLIC PARTICIPATION IN BOARD MEETING

The Cherokee County Board of Commissioners welcomes visitors to board meetings and is willing to hear any person or persons desiring to appear before the Board who is not currently an announced candidate for public office or a salaried member of the county staff. 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.

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

- a. At each regular meeting of the Commission, a fifteen (15) minute period, 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. Comments must be limited to chosen topic and must pertain to County business. 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.
- b. 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 District Commissioner, and the County Clerk, explaining the nature of the request, at least seventy-two (72) hours prior to said meeting.
- c. 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.
- d. 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.