# Cherokee County Board of Commissioners
# WORK SESSION AGENDA

**November 18, 2014**
**3:00 p.m. | Cherokee Hall**

1. Presentation by Denise Bowman with Cherokee County Health Department.

2. Presentation by Georgia Regional Transportation Authority (GRTA) Executive Director Kirk Fjelstul and Matt Markham.

3. Discussion of Regular Agenda Items.

ADJOURN

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Executive Session to Follow

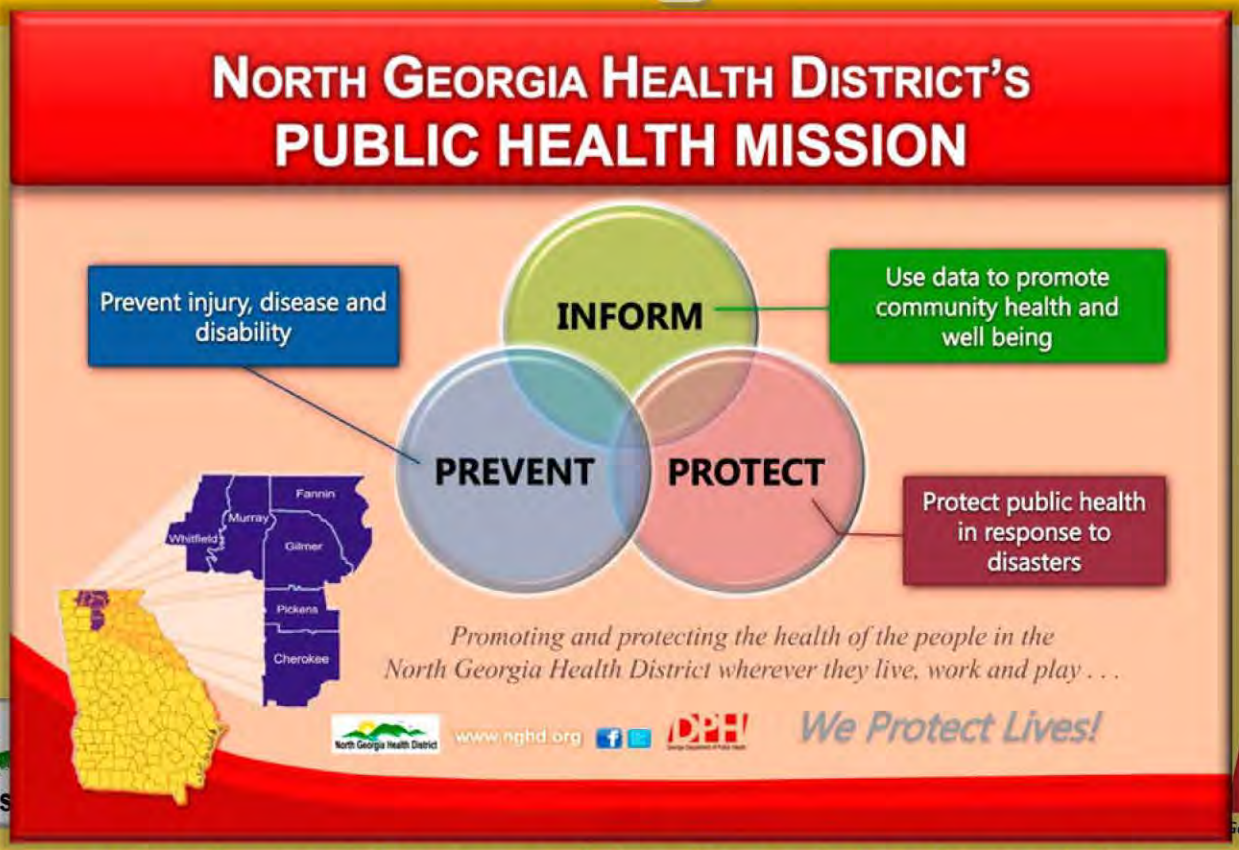
# Cherokee County Health Department

*Promoting and protecting the health of the people in Cherokee County wherever they live, work and play!*

North Georgia Health District

Georgia Department of Public Health

# Cherokee County Health Department




North Georgia Health Dis

Georgia Department of Public Health

# Cherokee County Health Department

## DEMOGRAPHICS

- Cherokee County Population (2013 Est.): 221,315
- 7th largest County in Georgia
- 10th most conservative county in the nation
- Cherokee County Unemployment Rate is 7.70% - Georgia Unemployment Rate is 8.1%
- Ranked 5th in Georgia for Health Outcomes
  - Premature Deaths
  - Poor & Fair Health
  - Poor Physical & Mental Health Days
  - Low Birth Rates
- Health Department employs 39 people in clinic and environmental

*Data from US Census (Revised 1-6-14), 2012 County Health Rankings & Road Maps, The Georgia Statistics System, City-data.com.*

# Cherokee County Health Department


# Cherokee County Health Department

## Vital Records Services

Vital Records Services assists in the preparation of birth certificates and death certificates, and makes official changes to birth and death certificates.

# Cherokee County Health Department

## Women's Clinic

The Women's Clinic provides comprehensive services for well women, which includes:

- Physical exams, including pap smears
- Breast and cervical cancer screening
- Family Planning services and education
- Prenatal care and pregnancy tests

# Cherokee County Health Department

## Children's Clinic

The Children's Clinic provides healthcare services to children from birth to 21 years of age. It is our goal to give your child the best care available by providing services by an experienced and dedicated staff. These services include:

- Complete well child physicals
- Immunizations for children
- Immunizations for child caregivers
- Limited acute care for children
- Hearing, vision and dental screenings
- Car seat education program

# Cherokee County Health Department


## Children's Medical Services

Children's Medical Services are provided throughout the year for families who are financially unable to obtain specialized medical care in various areas such as hearing, neurology, cardiac, plastic surgery, orthopedic, and follow-up burn care.

# Cherokee County Health Department

## Babies Can't Wait (BCW)

Babies Can't Wait is Georgia's early intervention program for infants and toddlers with developmental delays and disabilities and for their families.

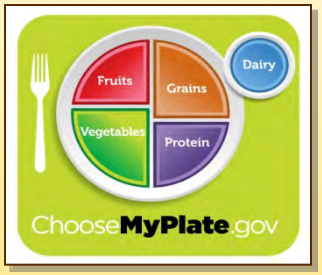

# Cherokee County Health Department

Children 1st identifies children who are at risk for poor health and developmental outcomes so that needed interventions can be made to ensure the best health and development of the child.

# Cherokee County Health Department

## Women, Infants and Children (WIC)

The WIC staff is a caring team of experts who provide. . .




- Vouchers to buy foods that help keep bodies strong and healthy
- Tips on healthy meals, recipes, and shopping for food
- Support for breastfeeding mothers and for infants
- Information on good eating during the time of pregnancy and breastfeeding
- Education about feeding infants and young children
- Referrals to doctors, dentists and. programs like Food Stamps, TANF, Medicaid, Head Start, daycare and parenting classes

# Cherokee County Health Department

## Dental Services

Progressive public health efforts at the health department's state of the art dental clinic provide basic dental care for children. Services are targeted toward residents of Cherokee County who have limited or no access to dental care.

Preventive and clinical services for children include:

- Routine cleanings, exams, x-rays, fillings and extractions
- Sealants
- Space maintainers
- Pulpotomy (Baby tooth root canal)
- Dental health programs for school and community groups
- Dental screening and referral services
- Emergency care


*North Georgia Health District's Mobile Dental Clinic*

# Cherokee County Health Department

## Immunizations

The health department offers immunizations to children and adults for influenza and other vaccine preventable diseases, including state required vaccinations for school registration.

# Cherokee County Health Department

## Infectious and Communicable Diseases

Communicable diseases such as TB, Hepatitis, HIV, Norovirus, Lyme Disease, Giardia, Pertussis, Salmonella, and Rabies are reported to public health for investigation. Public health monitors the health status of the community to identify outbreaks and epidemics and to best provide preventive measures. Persons who may have been exposed to Sexually Transmitted Diseases (STDs) such as Chlamydia, Syphilis, Gonorrhea, and/or HIV may receive education, testing, counseling, and referral.

# Cherokee County Health Department

## The Living Bridge Center

*District Ryan White Clinic*

**The Living Bridge Center, provider of Ryan White Part B and Part C, serves those living with HIV. Funded services include: outpatient HIV ambulatory care including HIV, primary care, and sub-specialty medical care; medical case management and adherence; oral health; non-medical case management; individual and group level mental health and substance abuse outpatient counseling; consumer advisory services; laboratory and nutritional services; pharmaceutical assistance; linguistic services; medical transportation; and HIV counseling, testing, and prevention services.**


# Cherokee County Health Department

## Telemedicine

Currently, the Living Bridge Center in Cherokee County is utilizing Telemedicine. Telemedicine allows patients from other areas in our district to access medical expertise at our clinic quickly, efficiently and without travel. Telemedicine provides more efficient use of limited expert resources who can “see” patients in multiple locations without leaving their facility. Technologies include videoconferencing, the internet, store-and-forward imaging, streaming media, and wireless communications.

# Cherokee County Health Department

## Environmental Health

Environmental Health provides many services, such as inspections of hotels, restaurants, swimming pools and body art establishments; issuing septic system permits; investigating mosquito-borne diseases; having animals tested for rabies; and much, much more.

# Cherokee County Health Department

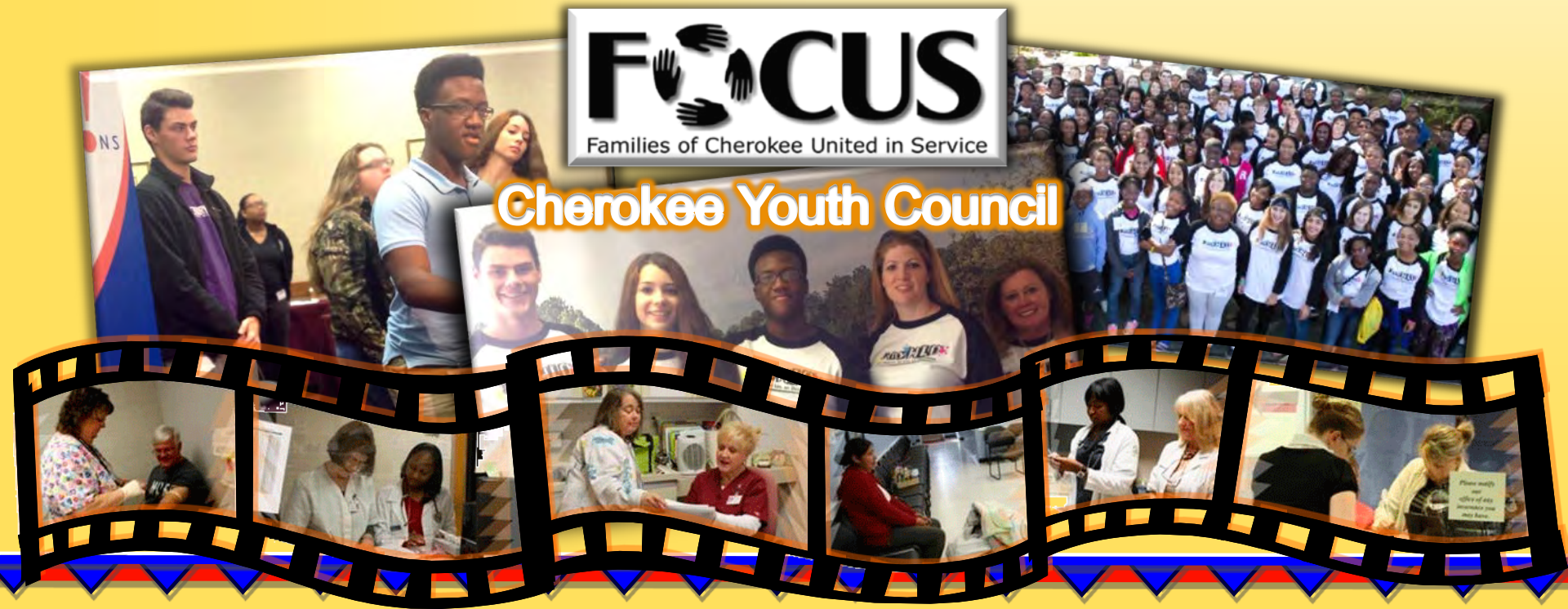
## Emergency Preparedness

Local plans are in place to respond to terrorism, natural disasters and other public health emergencies. Ongoing county, district and state public health emergency preparations are coordinated with community partners, including city and county governments, law enforcement, hospitals, healthcare facilities, schools, businesses, Emergency Medical Services, Cherokee County Office of Homeland Security Emergency Management and the county's advanced Emergency Operations Center.


# Cherokee County Health Department

## Partnering in Tobacco-Free Environment Initiatives via CDC Grant

*(Tobacco Master Settlement Agreement funds)*



# Cherokee County Health Department


## Payment For Services

Most fees for public health services are assessed on a sliding scale basis, depending on family income and size. No one will be denied services because of income status (ability to pay), race, ethnic background, religion, country of birth, gender, or gender preference.

# Cherokee County Health Department

## University & College Partnerships

Emory University

Georgia State University

University of West Georgia

Kennesaw State University

Chattahoochee Technical College

# Cherokee County Health Department

## Hours of Operation:

### Health Clinics:

Monday, Wednesday, Thursday - 7:30 AM - 4:30 PM
Tuesday - 7:30 AM - 7:00 PM
Friday - 7:30 AM - 1:00 PM

### Dental Clinic:

Tuesday,  9 AM – 4 PM

### Environmental Health:

Monday thru Friday - 8 AM – 5 PM

# Cherokee County Health Department

**Canton Center**
1219 Univeter Road
Canton, GA 30115

(770) 345-7371

**Woodstock Center**
7545 North Main Street, Suite 100
Woodstock, GA 30188

(770) 928-0133

**Vital Records**
(770) 928-0133, ext. 138 and 139

**WIC**
1 (866) 942-9675

**Cherokee County**
**Environmental Health Office**
Cherokee County Development Ctr.
1130 Bluffs Parkway
Canton, GA 30114

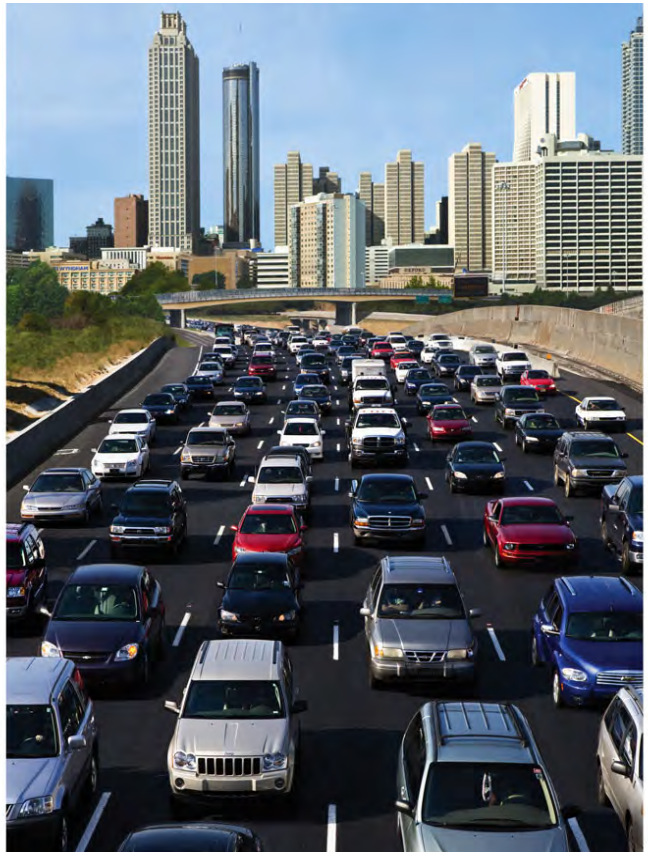
(770) 479-0444

# Cherokee County Service Update

Kirk Fjelstul,
Acting Executive Director
kfjelstul@grta.org

**XpressGA.com**

# *Xpress* Provides Long-Distance Commutes to Major Employment Centers and Improves the Capacity of Georgia's Most Congested Highways



# *Xpress* delivers value for Georgians

*Tangible Benefits:*

- Commuter buses in I-85 managed lanes during peak travel times make up only **2% of vehicles but carry 30% of people**
- **Saves commuters more than $125 million per year** through reduced congestion costs…a **more than 4:1 return** on investment

*Broad Reach:*

- Connects between **3.4 million residents and 375,000 jobs**
- Operates in 12 counties while ridership **draws from as many as 44**
- Removes **55 million miles of congestion** from interstates per year

# *Xpress* delivers value for its customers

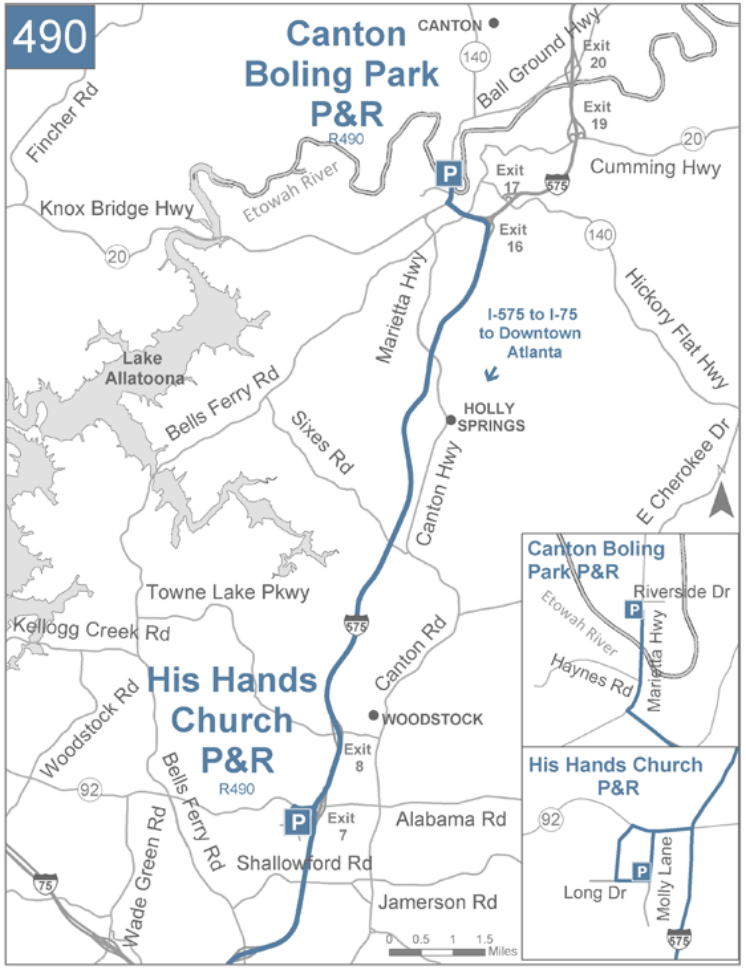
- Riders gain back more than **450 hours** annually not spent driving in traffic…
- If time is money, that is a savings of **$7,600/year**.
- Saves riders an average of **$6,400/year** on the cost of operating a vehicle (fuel, oil changes, tires, etc.)
- Saves riders an average of **$1,400/year** on parking costs
- High customer satisfaction: **82% satisfaction** rate

# *Xpress* has a broad reach in Georgia


- ✓ **33 Routes served by 175 coaches**
- ✓ **30 Park and Ride lots in 12 metro Atlanta counties**
- ✓ **More than 2 million passenger boardings per year**

# Cherokee County has been an *Xpress* partner for nearly a decade

- Service began January 2007
- Today, *Xpress* has two routes operating in Cherokee County, one to Downtown Atlanta and one to Midtown
- 93,000 passenger boardings in FY2014
- Since 2007, approximately 600,000 passenger trips for Cherokee commuters



# Looking Ahead


DIRECT XPRESS

Upgrading Your Commute

DirectXpress.XpressGA.com

Amended

# Cherokee County Board of Commissioners
# AGENDA

**November 18, 2014**
**Regular Meeting**
**CHEROKEE HALL 6:00 PM**

## INVOCATION

## PLEDGE OF ALLEGIANCE

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

## CALL TO ORDER — CHAIRMAN AHRENS

## RATIFY CLOSURE OF EXECUTIVE SESSION

## PRESENTATIONS/PROCLAMATIONS

None Scheduled.

## AMENDMENTS TO AGENDA

1. Under Chairman's Portion Add: Reappointments to the Cherokee County Board of Family and Children Services.

2. Remove item 2.6, Voluntary Separation AGreement

## ANNOUNCEMENTS

## APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM NOVEMBER 4, 2014.

## BOC APPROVAL OF MINUTES FROM SPECIAL JOINT RRDA/BOC MEETING ON NOVEMBER 4, 2014.

## PUBLIC HEARING

1. Cherokee County Board of Commissioners shall conduct a Public Hearing regarding the abandonment of a portion of **Cherokee Street** (Way) located in Land Lot 843 of the 21st District, 2nd Section of Cherokee County.

## PUBLIC COMMENT

## ZONING CASES

| | |
|---|---|
| **CASE NUMBER:** | 14-11-023 |
| **APPLICANT:** | Jeannie and Edwin Cochran |
| **ZONING CHANGE:** | R-40 to GC |
| **LOCATION:** | 12746 Cumming Highway |
| **MAP & PARCEL NUMBER:** | 03N23, Parcel 213 |
| **ACRES:** | 4.6 +/- |
| **PROPOSED DEVELOPMENT:** | Furniture/Interior Design Business |
| **COMMISSION DISTRICT:** | 1 |
| **FUTURE DEVELOPMENT MAP:** | Community Village |

As a result of the public hearing held on November 4, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-11-023 Jeannie and Edwin Cochran to rezone from R-40 (Residential) to GC (General Commercial) on 4.6 +/- acres for furniture/interior design business.

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## COMMISSION BUSINESS

**CHAIRMAN** **L. B. AHRENS**

A. Adoption of 2015 Board of Commissioners' Meeting Schedule.

B. Amendment: Consider reappointments to the Cherokee County DFCS Board for a five-year term, expiring June 30, 2019: Donna Ratliff, Nina Morris and Vic West.

**VICE CHAIR/COMMISSION DISTRICT 1** **HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2** **RAYMOND GUNNIN**

**COMMISSION DISTRICT 3** **BRIAN POOLE**

A. Discussion on Hunting Ordinance.

**COMMISSION DISTRICT 4** **JASON NELMS**

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## CONSENT AGENDA

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## COUNTY MANAGER

2.1 Consider approval of Change Order to the Maintenance Services Agreement with Aqua Design Systems for miscellaneous repairs to the expansion joints, gutter wall and surge tank in the not to exceed amount of $30,000.00. A County-controlled contingency of $5,000.00 is also requested. Total amount of request is $35,000.00 to be funded by the Park Bond Program.

2.2 Consider approval granting easements and perpetual rights-of-ways to Cherokee County Water and Sewerage Authority (CCWSA) for and over the sewer and water lines in new park at Killian and Univeter Road. Sanitary sewer line easement is approximately 0.19 acres; Water line easement is approximately 0.08 acres.

2.3 Consider proposal from Moreland Altobelli Associates, Inc. to perform design services for the preparation of a Programmatic Categorical Exclusion (PCE) or Environment Document, for the SR 140 at East Cherokee Drive Intersection Improvement Project, under their annual engineering consulting services contract in the amount of $25,000.00.

2.4 Consider approval of Release and Assignment Agreement for the Little Bear Subdivision.

2.5 Consider renewal of the SunTrust Loan for Cherokee County Development Authority land held for economic development at the rate of 3.93% and the related budget amendment.

Amendment: Removed item 2.6 from agenda

2.6 Consideration of employee voluntary separation agreement.

2.7 Consider impact fee exemption request from Rooker in the amount of $175,288.06 for 304,000 square feet industrial building located on approximately 25 acres within the Cherokee 75 Corporate Park.

2.8 Consider purchase of F-150 for Animal Control in the amount of $25,495.00 from Hardy Ford who submitted the lowest of three quotes.

2.9 Consider Professional Services Agreement with IntelliTime Systems for the purchase of Fire Scheduling Software and budget amendment in the amount of $99,145.00 to move funds from operations to capital.

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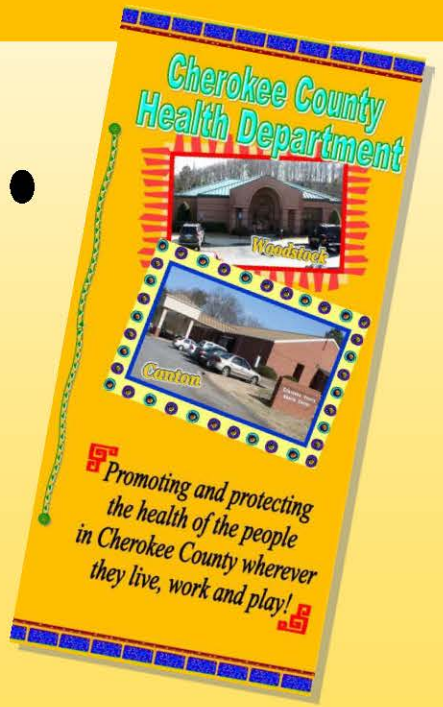
## COUNTY ATTORNEY

## ADJOURN

# Cherokee County Health Department

## Learn more about us. . .

**www.nghd.org**

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North Georgia Health District

DPH
Georgia Department of Public Health

# Cherokee County Board of Commissioners
# WORK SESSION MINUTES

## November 4, 2014
## 3:00 p.m. | Cherokee Hall

The Chairman began at 3:08 p.m. Those present included Commissioner Raymond Gunnin; Commissioner Brian Poole; Commissioner Jason Nelms; County Attorney, Angie Davis; County Clerk, Christy Black. Also present were Agency Directors/Department Heads; the media; and the public. Commissioner Harry B. Johnston arrived at 3:15 p.m. County Manager, Mr. Jerry Cooper, was absent.

Chairman Ahrens read an excerpt from "The Right to Lead: Learning Leadership through Character and Courage" regarding integrity.

The Chairman shared pictures from the grand opening of Inalfa Roof Systems last week. He stated that this is a billion dollar business making sunroofs. It is a Chinese Dutch joint venture. The Chairman added that it is a parcel on Cherokee 75 Corporate Park. He further stated that the employee level will reach 400 in the next year. Chairman Ahrens mentioned the County declared October 30th as Inalfa Roof Systems Day.

1. **Discussion of Regular Agenda Items.**

**VICE CHAIR/COMMISSION DISTRICT 1** **HARRY B. JOHNSTON**

A. Consider acceptance of Stonewood Trail in as-is condition for County maintenance; 0.20 miles.

Commissioner Johnston commented that he would appreciate support in assuming maintenance for the road.

**CONSENT AGENDA**

Mr. Morton went over the three items under the **Consent Agenda** portion:

1.1 Consider authorization for Cherokee County Juvenile Court to apply for a non-matching grant under the Juvenile Justice Prevention and Treatment Programs administered by the Criminal Justice Coordinating Council (CJCC) and upon award, authorize a budget amendment in the amount of $100,000.00 and authorize Chairman to execute any required grant documents.

Mr. Morton indicated the grant period is December 2014 to August 2015 and the application process is on an accelerated timeline.

1.2 Consider approval of Resolution authorizing County Manager to execute agreement with the Georgia Department of Natural Resources for reimbursement of funds from the Hazardous Waste Trust Fund for work performed at the Blalock Landfill in the amount of $35,240.00.

1.3 Approval to set a Public Hearing date regarding a request by applicants Blalock and Bruce to create a legacy lot on their property at 767 Old Mill Circle, Ball Ground (Tax Map 02N22, Parcel 028).

The applicants wish to split off 1.22 acres for the construction of a new home for their daughter. The request is due to aging parents and her mother who has a disability. The Public Hearing date is December 2, 2014. The Chairman asked about the zoning. Ms. Vicki Taylor-Lee replied it is AG. Chairman Ahrens confirmed the 1.22 acres is okay in AG. Ms. Taylor-Lee responded that is right.

## COUNTY MANAGER

Mr. Morton went over the three items under the **County Manager** portion:

2.1 Consider approval to transfer budget from Court Reporters to Salary Contingency to cover 10% raises for three Investigators in the Solicitors Office in the amount of $11,082.00.

Commissioner Johnston asked if investigators with the DA's office are already covered. Chairman Ahrens replied that they are.

2.2 Consider approval to add Case Manager Position for Drug Accountability Court with half the salary ($16,000.00) paid by Federal Grant and the remaining half plus benefits, taxes and retirement ($24,620.00) to be paid

from DATE Monies. Salary amount is $31,889.00 plus benefits and payroll taxes in the amount of $8,731.00, for a total of $40,620.00.

2.3 Consider approval to procure one Ariel Apparatus and four Pumper Apparatuses from FireLine, Inc. totaling $2,419,174.00 for the Cherokee Fire & ES Department and authorization of budget amendment.

Chairman Ahrens asked where they will be located. Chief Greg Erdely replied that they would likely be by the airport.

## COUNTY ATTORNEY

3.1 Consider approval of Temporary Medical Hardship for Ms. India L. Hagstrom of 506 Bentwood Drive, Woodstock.

Chairman Ahrens mentioned that it is their intent to remove this item. Mr. Jeff Watkins stated that there were possible zoning violations that they wanted to investigate.

3.2 Consider request from the City of Ball Ground to adopt a resolution consenting to the de-annexation of property located at 1355 Ball Ground Road.

Mr. Watkins stated the property is 55.75 acres and currently zoned R-40 in the City. The purpose is the applicant wants to put a manufactured home on the property and he is unable to do that under Ball Ground's R-40 zoning. The applicant is requesting that the City allow him to de-annex. Mr. Watkins further stated there is a question that if the applicant is successful in de-annexation, he's not asking for any other zoning but R-40. The County and the City's R-40 zoning is slightly different. Mr. Watkins suggested there be a moratorium in place if the applicant is successful to allow him to submit a zoning request to zone the property to R-40. Commissioner Johnston confirmed that the City had not yet acted on it and whether or not we have any indication as to their decision. Mr. Watkins said we do not know, but it doesn't suit their purposes because of where the property is located. Commissioner Gunnin asked if R-40 would meet the standard for allowing a mobile home. Mr. Watkins said it would. Chairman Ahrens asked if the property would automatically be R-40 if they accept the de-annexation. Mr. Watkins stated if their R-40 was the same as the County's, they could do that, but Ball Ground only allows manufactured homes in their AG and RE categories. He added that the property would come out without any zoning.

Commissioner Nelms confirmed the purpose of the application. He also asked if R-40 is concurrent to neighboring zoning. Ms. Taylor-Lee stated neighboring properties as R-40 and AG. Commissioner Nelms asked Mr. Watkins his thoughts on land use. Mr. Watkins stated the R-40 matches what the County has zoned in the area already. The Chairman commented that it seems like there should be a simple solution. Ms. Angie Davis stated that this would be consistent with the recent issue in Woodstock and that the moratorium on any building permits of any kind until the property owner rezoned in the County; or if they didn't seek rezoning within 30 days of the de-annexation from the City, the County can initiate the rezoning process; or if the County chose to do nothing, the property would come out with no zoning. Ms. Davis said it would concern her to leave such a large property vulnerable for the applicant to do anything. She suggested allowing the de-annexation provided the applicant abides by the rules; otherwise the County does not have to consent to the de-annexation. The Chairman asked about rezoning fees. Ms. Taylor-Lee stated it would be about $500. Chairman Ahrens asked about possibly waiving the rezoning fee since the applicant isn't actually asking for rezoning. Commissioner Johnston commented that the fee would be waived if the County initiated the zoning and that would be a possible solution. The Chairman added that they could include that in the resolution. Ms. Davis confirmed that the County initiated zoning is an abbreviated procedure and asked how long it takes for the zoning. Mr. Watkins stated it will be at least 45 days. Ms. Davis asked when the case would go before the City. Ms. Taylor-Lee stated she understood it would be in the next couple of weeks. She explained that he wasn't afraid to go before the City but it was his intention to rezone two acres and a strip to get to it, but when the paperwork was filed by the City, it came in as all 55 acres. The owners didn't want to rezone all 55 acres to RE because it would restrict future use. Ms. Davis stated that with multiple owners, the moratorium would not work like the one in Woodstock. Commissioner Johnston made the suggestion to make an exception to the moratorium to allow for a single manufactured home in conformance with the County's R-40 zoning. Ms. Davis stated that they could do that but he is un-zoned until he is rezoned, so it's messy. She added that it's an odd situation to grant a permit that would otherwise not be permissible under the current condition. Mr. Watkins stated that would limit the applicant to one type of permit. Ms. Davis expressed the importance of a moratorium to prevent the applicant from doing anything he wants with the property, but would need to include the single permission in the moratorium. She added that all permits would be held until rezoning. She believes he will not seek rezoning and the County would have to initiate it after 30 days. Mr. Watkins stated he thinks it will work well. Commissioner Johnston shared a draft of possible language to be

included in the moratorium. He asked about when the moratorium would expire. Ms. Davis replied that it would be upon zoning.

Chairman Ahrens asked Ms. Davis the procedure regarding adjourning the Work Session. Ms. Davis suggested that for future meetings, to state "immediately following the Work Session" so there are no gaps in time because they put up the notice for the joint session for 4:30 so they would need to wait until then to begin. The Chairman asked if they could go ahead and adjourn to Executive Session then come back for the joint session. Ms. Davis said that would be fine.

## ADJOURN

Hearing no further items, Commissioner Nelms made a motion to adjourn to the Special Joint BOC/RRDA meeting to be followed by an Executive Session of the BOC at 4:20 p.m. to discuss property acquisition and deposition, personnel matters, pending or threatened litigation. Commissioner Gunnin seconded. The motion carried unanimously.

# Cherokee County Board of Commissioners
# MINUTES

**November 4, 2014**
**Regular Meeting**
**CHEROKEE HALL 6:00 PM**

## INVOCATION

Commissioner Gunnin gave the invocation.

## PLEDGE OF ALLEGIANCE

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

Chairman Ahrens led the Pledge of Allegiance.

## CALL TO ORDER — CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:03 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; Commissioner Nelms; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

Chairman Ahrens commented that the County Manager, Jerry Cooper, was recuperating from a recent surgery. He asked everyone to think about him and wish him a speedy recovery. Mr. Geoff Morton will present the Consent Agenda Items and County Manager portion.

## RATIFY CLOSURE OF EXECUTIVE SESSION

Chairman Ahrens called for a motion to ratify closure of Executive Session at 5:20 p.m.

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

## PROCLAMATIONS

1. Inalfa Roof Systems, Inc. Day

Chairman Ahrens shared a couple of photos on the screen of Inalfa Roof Systems. He gave a short summary of activity that took place last week as they had their official opening. He said Cherokee County had declared October 30 as Inalfa Roof System Day. Besides the business itself, several hundred operators and that number will go up to about 400 in a year or so, it's about the process of how this all happened. He explained that this was a joint venture between a Chinese Company and Dutch Company and they make sunroofs. They are international with factories everywhere; it is about a billion dollar company. They had a deal to lease some property about a year ago but the lease fell through. They had a back date that they had to be operating from which was January 2014. Instead of moving into a leased facility, they actually decided to build this facility on Highway 92, about 2 miles from I-75. It said it was done in record time and that the County did things we didn't know we could do, and they opened on time. They have already had a 40,000 square foot expansion, and they anticipate the employee count to go to over 400 within a year. They were awarded by the State of Georgia the '2013 Deal of Year'. He added that that was a really big deal, with those kinds of performances and deliveries, it really gets you on the radar. He complimented the County staff who made it happen. He then read two pieces of the proclamation and asked the Board to ratify that proclamation.

## PRESENTATIONS

1. Cherokee County Marshal's Office, Animal Control and Animal Shelter awards to recognize the staff members who spent countless hours of their time on the Puppy Mill Case.

Chief Marshal Ron Hunton thanked the Commissioners for allowing them to come before the Board to recognize the hard work of the Marshal's Office, Animal Control, Animal Shelter and the Volunteers during the puppy mill case where approximately 350 dogs and puppies were seized. He said he would be remiss if he didn't mention County Attorney Angie Davis and the Solicitor General Jessica Moss who helped them to reach a consent agreement, saving the County a lot of money.

Chief Hunton then recognized Jason Jenkins with E-911 who was instrumental in setting up equipment at the Fire Training Center and the Roger Garrison Training Facility, saving the County about $12,000. He also

supervised the changeover of the console system at the 911 Center and because of his work, the Center continued to operate without interruptions.

Dr. Tarabula, a local veterinarian who assisted and donated his time and services to help the Animal Shelter care for the seized animals, complimented the staff, county and community for the amazing job they did during this chaotic. He said that he had been there behind the scenes and that the loving care given to the animals made his heart sing. He said that he was glad that we have the animal shelter.

Chairman Ahrens asked Animal Shelter Susan Garcia if she had any stories to tell. She pointed out Ruggles, a tiny puppy that was in attendance that had not been expected to live and is doing very well now. She commented on the outpour of the community with the successful adoption event where people were lined up for 10 to 12 hours on the hottest day of the year to select their dog or puppy. She said that rather than having disgruntled people when they finally found their pet, they were extremely happy and complimentary of the staff and there were many tears. She thanked the staff, volunteers and the vets who assisted with the puppy mill. She also mentioned that they have been asked by another County to put together a presentation for training purposes.

## AMENDMENTS TO AGENDA

1. Remove item 3.1 from the County Attorney's Section.

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

## ANNOUNCEMENTS

## APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM OCTOBER 21, 2014.

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

## BOC APPROVAL OF MINUTES AND EXECUTIVE SESSION MINUTES FROM SPECIAL JOINT RRDA/BOC MEETING ON OCTOBER 21, 2014.

These minutes were approved by the BOC during the Joint RRDA/BOC Meeting earlier today, so a motion was not necessary at this meeting.

## PUBLIC HEARING

None Scheduled.

## PUBLIC COMMENT

No one signed up to speak.

## ZONING CASES

None Scheduled.

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## COMMISSION BUSINESS

**CHAIRMAN** **L. B. AHRENS**

**VICE CHAIR/COMMISSION DISTRICT 1** **HARRY B. JOHNSTON**

A. Consider acceptance of Stonewood Trail in as-is condition for County maintenance; 0.20 miles.

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

**COMMISSION DISTRICT 2** **RAYMOND GUNNIN**

**COMMISSION DISTRICT 3** **BRIAN POOLE**

**COMMISSION DISTRICT 4** **JASON NELMS**

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## CONSENT AGENDA

1.1 Consider authorization for Cherokee County Juvenile Court to apply for a non-matching grant under the Juvenile Justice Prevention and Treatment Programs administered by the Criminal Justice Coordinating Council (CJCC) and upon award, authorize a budget amendment in the amount of $100,000.00 and authorize Chairman to execute any required grant documents.

1.2 Consider approval of Resolution authorizing County Manager to execute agreement with the Georgia Department of Natural Resources for reimbursement of funds from the Hazardous Waste Trust Fund for work performed at the Blalock Landfill in the amount of $35,240.00.

1.3 Approval to set a Public Hearing date regarding a request by applicants Blalock and Bruce to create a legacy lot on their property at 767 Old Mill Circle, Ball Ground (Tax Map 02N22, Parcel 028).

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

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## COUNTY MANAGER

2.1 Consider approval to transfer budget from Court Reporters to Salary Contingency to cover 10% raises for three Investigators in the Solicitors office in the amount of $11,082.00.

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

2.2 Consider approval to add Case Manager Position for Drug Accountability Court with half the salary ($16,000.00) paid by Federal Grant and the remaining half plus benefits, taxes and retirement ($24,620.00) to be paid from DATE Monies. Salary amount is $31,889.00 plus benefits and payroll taxes in the amount of $8,731.00, for a total of $40,620.00.

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

2.3 Consider approval to procure one Ariel Apparatus and four Pumper Apparatuses from FireLine, Inc. totaling $2,419,174.00 for the Cherokee Fire & ES Department and authorization of budget amendment.

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

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## COUNTY ATTORNEY

3.1 Amended: Removed
~~Consider approval of Temporary Medical Hardship for Ms. India L. Hagstrom of 506 Bentwood Drive, Woodstock.~~

During Work Session Mr. Watkins said that additional information had been received on this request and that they wanted to take time to check it out.

3.2 Consider request from the City of Ball Ground to adopt a resolution consenting to the deannexation of property located at 1355 Ball Ground Road.

Angie Davis said that this case comes from the Planning Department and deferred to Ms. Vickie Taylor Lee, Zoning Administrator. Ms. Lee gave an overview of the request.

Commissioner Johnston commented that the County Attorney and planning staff has worked up a resolution which calls for us to approve this deannexation. This, of course, is subject to Ball Ground's City Council's Approval, but they require and the law requires the BOC approve it before they can consider it. The resolution includes protection for the County because with the differences between the city's R-40 zoning and the County's, technically this property would come into the County as unzoned property. So, until it can be zoned, this resolution calls for a moratorium on development of the property to be in place until it is zoned per County zoning ordinance with the exception of the applicant's intended use of the property which is to place one manufactured home on the property. This is allowed and will be consistent with the county's R-40 zoning.

Commissioner Johnston moved to approve the resolution before the Board which accepts the deannanexed property back into unincorporated Cherokee with the moratorium on development of the property other than the applicant's stated proposed use for a manufactured home to be paced there; Commissioner Gunnin seconded.

Chairman asked Ms. Davis if she had any advice. Ms. Davis replied that we have protection for the county and are accomplishing what the property owner wishes to accomplish as well. Commissioner Johnston added that we expect the applicant to apply for rezoning within 30 days, but if not , we will pursue a county initiated zoning request in which case the applicant would not be liable for the usual zoning fee on the property. He said that this will insure some activity takes place within 30 days of the deannexation.

Chairman Ahrens called for the vote and there was unanimous approval.

## ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 6:31 p.m.; Commissioner Poole seconded and the motion received unanimous approval.

**Special Called Joint Meeting**

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

**AND**

**RESOURCE RECOVERY DEVELOPMENT AUTHORITY**

**TUESDAY, NOVEMBER 4, 2014**

**4:30 p.m. in Cherokee Hall**

# MINUTES

The Chairman called the meeting to order at 4:32 p.m. Those present included RRDA/BOC Chairman Ahrens, RRDA Member/Commissioner Jason Nelms, RRDA Member/Commissioner Raymond Gunnin, RRDA Member/Commissioner Harry Johnston, RRDA Member Robert Morrison and Commissioner Brian Poole. Others present included County Attorney Angie Davis, County Clerk Christy Black, staff members, members of the media and the public. (Note that County Manager Jerry Cooper was absent.)

1. Consider a request by Crimson Portfolio.

Chairman Ahrens asked Ms. Davis if she felt Executive Session was needed to discuss the agreement. Ms. Davis replied that it was not. She that what they had before them was an equipment release agreement made between Bobo Grinding, Inc., Bobo Grinding Equipment, LLC, BG Land, LLC, 13202, LLC, Wood-Tech, LLC, Jimmy L. Bobo, David G. Bobo, Cobb Mulch & Soil, LLC, BGR Trucking, LLC, and Cherokee Recycling, LLC (collectively, "Obligors"), Cherokee County, Georgia (the "County"), the Resource Recovery Development Authority of Cherokee County (the "RRDA") and Crimson Portfolio, LLC ("Crimson"). She explained that Crimson was the holder and grantee of certain promissory notes executed by Bobo Grinding related to loans that have been given with the property as collateral. The agreement provides for the bank to come on onto RRDA property for purposes of removing the this particular equipment identified in Exhibit 'A' with very specific titles, model, brand and by serial numbers. Sheriff's Office Investigator Bert Love has confirmed to us that equipment listed on Exhibit 'A' are not subject to bond proceeds or by anyway owned by the County.

Chairman Ahrens asked should we have two votes. Ms. Davis replied that one vote would be appropriate.

Robert Morrison made a motion to accept the release as provided; Commissioner Johnston seconded. Chairman Ahrens commented that he had been onsite recently with various parties last Thursday including the Chief Marshal, Bert Love, Ken Robbin and Mr. Bobo. He said that no one from the bank or Crimson was there, but the purchaser of the equipment, Old Castle, had a representative there.

Angie Davis asked to amend what she said earlier about one vote and change the motion on the table to be for the RRDA since Mr. Morrison sits on that Board. At that, Commissioner Johnston said that the motion on the table will be for the RRDA.

He then commented for the record that he was on both boards at the time when Jimmy Bobo came to the board and informed us that he was going to finance some equipment separately. Commissioner Johnston said the only concern he had and as far as he knew that anyone had, was once you start doing that how would we know what equipment is what. He said that they requested that inventory of the equipment be established and maintained denoting which equipment was owned by the RRDA and which equipment was separate. He added that while it may not have been flawlessly carried out, it was substantially carried out, so there was really never a question if this property was separately owned and paid for and financed.

Commissioner Poole asked Angie Davis what it would mean if we didn't approve the agreement. Ms. Davis replied that the bank has the right to come and take the property so this agreement is really in our interest to insure that the County, RRDA and other related agents and independent officials are released. If the bank just came and got the equipment, in the future we could be subject to Mr. Bobo saying that they were fighting with the bank and had a right to that equipment. She added it also gives us control over the removal and that we really could not say no.

Commissioner Poole asked if we owned the metal building or if we know. Chairman Ahrens stated that he believed it was paid for by bond monies but he wasn't sure. Commissioner Johnston stated that he tried to track through the forensic record we had to establish for sure where the payment came from for the building but he couldn't. He said he had always understood that it belonged to the RRDA. He added that Crimson is not asserting any claim to it.

Chairman Ahrens recalled the motion and second, and restated that only the RRDA would vote on the agreement. There was unanimous approval, 5-0.

Chairman Ahrens then called for a vote by the BOC. Commissioner Gunnin made a motion to approve the release of equipment identified on Exhibit "A"; Commissioner Johnston seconded and there was unanimous approval, 5-0.

2. Approval of Minutes from Joint RRDA/BOC meeting on October 21, 2014.

Chairman Ahrens asked for a motion for the RRDA approval. Commissioner Gunnin made a motion to approve; Commissioner Nelms seconded. Robert Morrison abstained due to being absent at that meeting. The vote was for unanimous approval, 4-0.

Chairman Ahrens then called for a vote by the BOC. Commissioner Johnston made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

Chairman Ahrens stated that he would like to bring up a topic up of several individuals who have made a lot of noise regarding consider noise about a right of redemption on property and it apparently expires today and we have chosen not to do anything about that. He asked Ms. Davis if it an update could be provided. Ms. Davis replied that it was not on the agenda but with no action items she would be glad to provide a brief public comment. She stated that indeed the right of redemption has received a lot of attention lately about a certain piece of property owned by BG land that was purchase by NR Deed. She stated that NR Deed provided notice to us based on the fact that we are adjacent property owners; also they provided notice because it is their practice to notify local governing authority of any county for whom purchase property; also they picked up our lawsuit in their title search and so for those reasons they notified us. We had researched this long before it was brought up in public and it was determined that we had no ownership right. As a potential creditor would be our only option to redeem, but with paying to redeem the property at the tax sale cost plus 20% and we don't get the property, it would go to BG Land, The Bobo entity that owned it originally. She added that down the road we cold attach a lien, but that is not fiscally responsible because there are more than $2M in liens already attached to that property including approximately $2M from Crimson. She said with liens superior to us, it would not be likely that we would ever recover anything for our investment. She stated that we've

heard, but don't know for sure, that Crimson redeemed the property. She stated that at her request, due to so much clamor, they got a second legal opinion from the attorney who assisted in the forensic audit. That attorney did render a second legal opinion that was consistent with mine and maybe even more direct to say it would be a bad idea to redeem because we don't have a chance of recovery of financial interest. She stated that that's where we are, the redemption period has now expired and we did not take any action to redeem based on all of these facts.

Commissioner Johnston commented that that's why we don't take legal advice from an angry mob and only from an attorney. We would have put out approximately $150,000.00 with almost zero chance of every getting any of that back and that's what these people were asking us to do. Chairman Ahrens said that since there were so many wild accusations, he wanted to include the topic for discussion.

Chairman Ahrens said that this concludes the purpose of the special joint meeting and asked Ms. Davis if a special motion was recommended. She replied to state in the motion that the meeting would adjourn to regular Executive Session.

ADJOURN

Commissioner Nelms made a motion to adjourn the joint meeting to resume regular Executive Session at 4:52; Commissioner Poole seconded and there was unanimous approval.

Public Hearing

# Cherokee County, Georgia
## Agenda Request

SUBJECT: Cherokee Street (Way) Abandonment MEETING DATE: November 18, 2014

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

COMMISSION ACTION REQUESTED:

Consider a request to abandon a portion of Cherokee Street (Way).

FACTS AND ISSUES:

Cherokee Street (Way) is platted right-of-way that was never developed. It bisects property owned by Carol Parks. Ms. Parks has requested that Cherokee County abandon this section of the Cherokee Street (Way) right-of-way.

The notice of this abandonment was published in the Cherokee Tribune on October 24 & 31 and November 7 & 14. The public hearing is scheduled for 6:00 PM on November 18, 2014. There have been no objections received regarding this request.

BUDGET:

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

Account Name:
Account #:

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 a request to abandon a portion of Cherokee Street (Way).

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 a portion of Cherokee Street (Way) located in Land Lot 843 of the 21st 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 November 18, 2014 at 6:00 p.m. in the Cherokee County Administration Building located at 1130 Bluffs Parkway, Canton, Georgia 30114.

Jerry Cooper, County Manager

10/24, 10/31, 11/7 and 11/14

10-15-2014

To Whom it May Concern,

I would like to request you to do an abandment of Cherokee Way where it deads in on my land. I own 13 lots at the end of the road, Cherokee Way divids my land. I would like to be able to conect all my land in one section so if you abard this I can.

The County only keeps up the street to where it deads into my land and goes no where past that. It would only benifit me because no one can buy land any where else and this side of Cherokee Way because all the land around here has been owned by all of us for years I have owned my land for 35 years

Thank You

Phone 404-429-5474 Carol Parks

**STATE OF GEORGIA**
**COUNTY OF CHEROKEE**

**RESOLUTION NO. 2014- _____**

**WHEREAS**, Cherokee County desires a portion of Cherokee Street (the "Road"), which is situated in Land Lot 843 of the 21st 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 Road 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**, Carol Parks, the owner of the property that abuts the Road 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 Road 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 Road 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 Road as shown on the attached legal description and copy of plan to Carol Parks, 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**

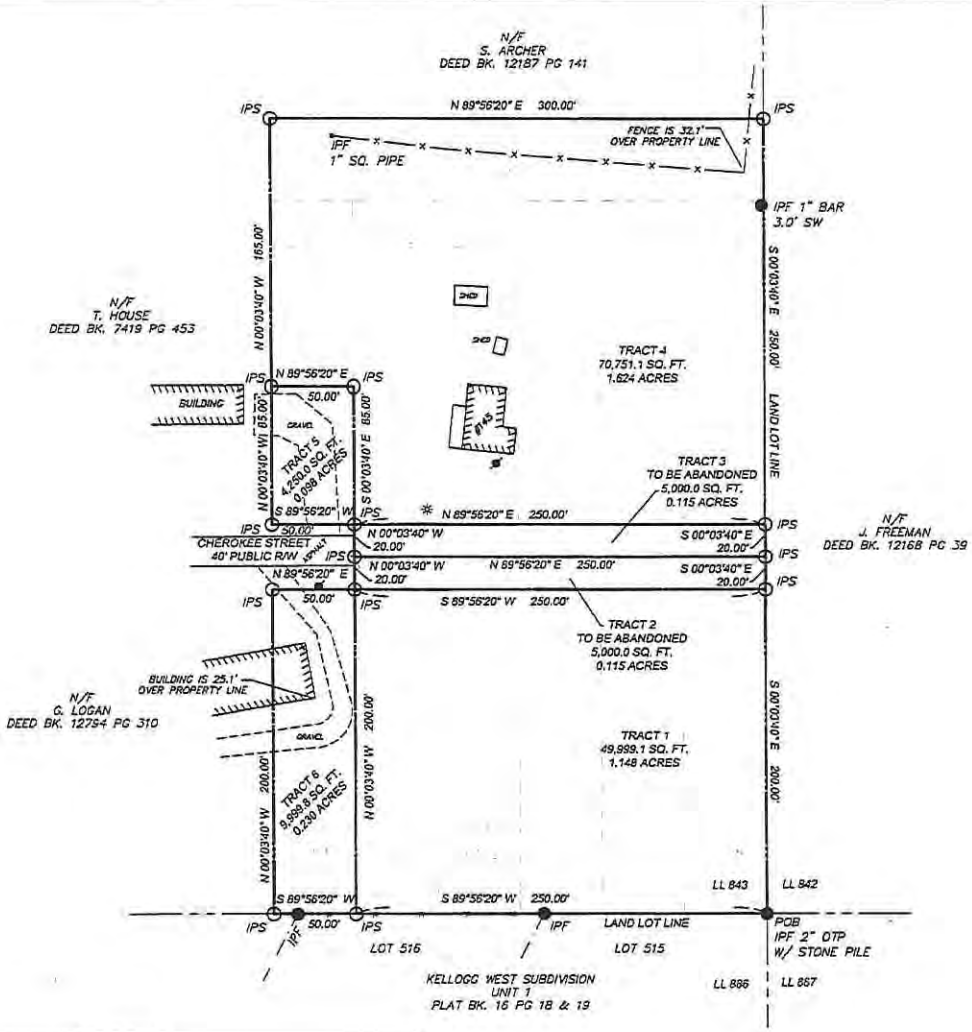
**BY:** _____

**L.B. Ahrens, Jr., Chairman**

**ATTEST:**

_____

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




## SURVEY NOTES

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS, ENCUMBRANCES, OR ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON MAY EXIST.

2. THIS PLAT WAS PREPARED FROM A FIELD SURVEY USING A THREE SECOND TOPCON TOTAL STATION.

3. THE PRECISION OF THE FIELD DATA UPON WHICH THIS SURVEY IS BASED WAS VERIFIED WITH REDUNDANT LINEAR MEASUREMENTS. THE CALCULATED POSITIONAL TOLERANCE IS LESS THAN 0.10' PER POINT. THE FIELD DATA HAS BEEN ADJUSTED USING LEAST SQUARES.

4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,000,000 FEET.

5. ALL IPF & IPS ARE ½" REBAR UNLESS NOTED OTHERWISE.

6. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHT OF WAYS, PUBLIC OR PRIVATE.

7. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. BEARINGS SHOWN HEREON ARE BASED ON ANGLES TURNED AND ARE REFERENCED TO RECORD NORTH.

8. DATE(S) OF FIELD SURVEY: 10/01/2014

9. INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ON THE LOCATION OF VISIBLE APPURTENANCES. LANDPRO SURVEYING AND MAPPING, INC MAKES NO CERTIFICATION AS TO THE ACCURACY OR THOROUGHNESS OF THE INFORMATION SHOWN HEREON.

10. REFERENCE PLAT FOR ETOWAH HILLS SUBDIVISION DATED JUNE 1949 AND RECORDED IN PLAT BOOK 1 PAGE 13.

I CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION THAT IS BASED ON AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION. THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

JAMES H RADER GEORGIA RLS# 3033

## LEGEND

| | | | |
|---|---|---|---|
| | PROPERTY CORNER | PVC | POLYVINYL CHLORIDE PIPE |
| | PROPERTY LINE | FH | FIRE HYDRANT |
| IPF | 1/2" REBAR FOUND | WV | WATER VALVE |
| IPS | 1/2" REBAR SET | WM | WATER METER |
| RBR | REBAR | | WATER LINE |
| CTP | CRIMPED TOP PIPE | TP | TELEPHONE PEDESTAL |
| OTP | OPEN TOP PIPE | TM | TELEPHONE MANHOLE |
| CMF | CONCRETE MONUMENT FOUND | UT | UNDERGROUND TELEPHONE |
| FND | FOUND | TV | CABLE TELEVISION PEDESTAL |
| | POWER POLE | CATV | CABLE TELEVISION |
| PM | POWER METER | | STORM DRAIN JUNCTION BOX |
| PB | POWER BOX | | DROP INLET |
| | ELECTRIC MANHOLE | | AREA INLET |
| OHE | OVERHEAD POWER | | STORM DRAINAGE LINE |
| UGE | UNDERGROUND POWER | CMP | CORRUGATED METAL PIPE |
| GV | GAS VALVE | RCP | REINFORCED CONCRETE PIPE |
| GM | GAS METER | CPP | CORRUGATED PLASTIC PIPE |
| | GAS LINE | | MONITORING WELL |
| | SANITARY SEWER MANHOLE | | TREE |
| CO | SANITARY SEWER CLEAN OUT | | TREELINE |
| | GREASE TRAP | | BENCHMARK |
| | SANITARY SEWER LINE | | LAND LOT LINE |
| DIP | DUCTILE IRON PIPE | | FENCE |

0' 50' 100' 150'


LANDPRO
SURVEYING AND MAPPING
305 CREEKSTONE RIDGE
WOODSTOCK, GA 30188
TELE: 404-386-2170
FAX: 678-213-1519
AUTHORIZATION NO. LSF000838
WWW.LANDPROSURVEYING.COM



RETRACEMENT SURVEY FOR:

PARKS

LAND LOT 843
DISTRICT 21
SECTION 2
CHEROKEE COUNTY, GA

| SCALE | DATE | PROJECT NO. | SHEET |
|---|---|---|---|
| 1" = 50' | 10/01/14 | 20141001 | 1 OF 1 |

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 843, DISTRICT 21, SECTION 2, CHEROKEE COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF LAND LOTS 886, 887, 842, AND 843, THENCE ALONG THE SOUTH LAND LOT LINE OF LAND LOT 843 SOUTH 89 DEGREES 56 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO AN IRON PIN SET, THENCE LEAVING THE SAID LAND LOT LINE AND CONTINUING NORTH 00 DEGREES 03 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 200.00 FEET TO AN IRON PIN SET AT THE END OF THE RIGHT OF WAY OF CHEROKEE STREET (40 FOOT PUBLIC RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID FORMER RIGHT OF WAY OF CHEROKEE STREET NORTH 00 DEGREES 03 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO AN IRON PIN SET, NORTH 89 DEGREES 56 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 250.00 FEET TO AN IRON PIN SET, THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 20.00 FEET TO AN IRON PIN SET, THENCE SOUTH 89 DEGREES 56 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO AN IRON PIN SET, WHICH IS THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.115 ACRES AND IS DEPICTED AS TRACT 2 ON THAT PLAT OF SURVEY PREPARED BY LANDPRO SURVEYING AND MAPPING, INC., SEALED AND CERTIFIED BY JAMES H. RADER, GA RLS NO. 3033, DATED OCTOBER 1, 2014.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 843, DISTRICT 21, SECTION 2, CHEROKEE COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF LAND LOTS 886, 887, 842, AND 843, THENCE ALONG THE SOUTH LAND LOT LINE OF LAND LOT 843 SOUTH 89 DEGREES 56 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO AN IRON PIN SET, THENCE LEAVING THE SAID LAND LOT LINE AND CONTINUING NORTH 00 DEGREES 03 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 200.00 FEET TO AN IRON PIN SET AT THE END OF THE RIGHT OF WAY OF CHEROKEE STREET (40 FOOT PUBLIC RIGHT OF WAY), THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO AN IRON PIN SET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID FORMER RIGHT OF WAY OF CHEROKEE STREET THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO AN IRON PIN SET, THENCE NORTH 89 DEGREES 56 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 250.00 FEET TO AN IRON PIN SET, THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 20.00 FEET TO AN IRON PIN SET, THENCE SOUTH 89 DEGREES 56 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO AN IRON PIN SET, WHICH IS THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.115 ACRES AND IS DEPICTED AS TRACT 3 ON THAT PLAT OF SURVEY PREPARED BY LANDPRO SURVEYING AND MAPPING, INC., SEALED AND CERTIFIED BY JAMES H. RADER, GA RLS NO. 3033, DATED OCTOBER 1, 2014.

---------- [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 **CAROL PARKS,** 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);

W I T N E S S E T H:

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 that tract or parcel of land lying and being in Land Lot 843 of the 21st District, 2nd Section of Cherokee County Georgia being more particularly described in **Exhibit "A" Tract 3**, 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 18th day of November 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**

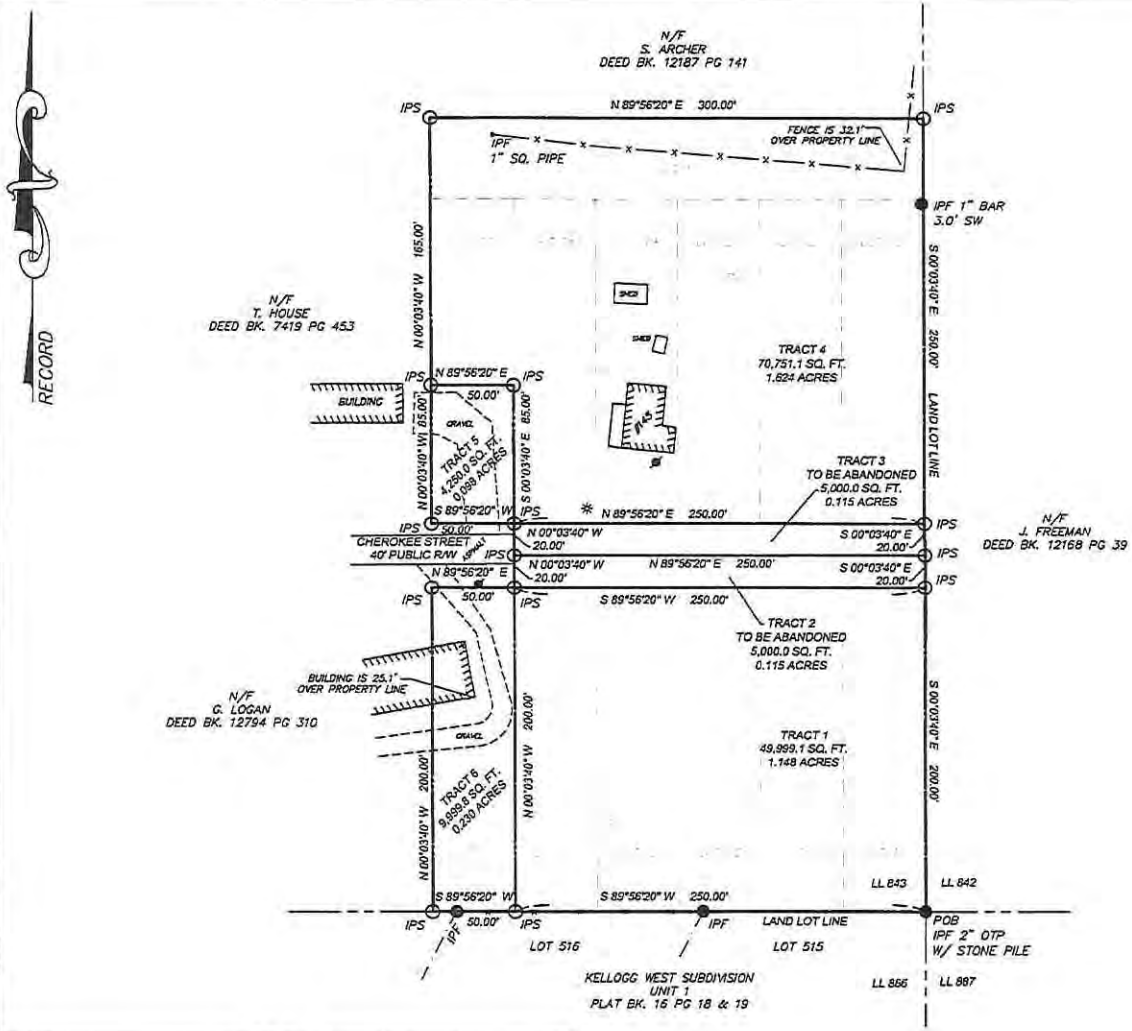
Signed, sealed and delivered
in the presence of:

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

_____
Unofficial Witness

Attest: _____
Christy Black, County Clerk
[COUNTY SEAL]

_____
Notary Public
My Commission Expires: _____
(NOTARIAL SEAL)




## SURVEY NOTES

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS, ENCUMBRANCES, OR ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON MAY EXIST.

2. THIS PLAT WAS PREPARED FROM A FIELD SURVEY USING A THREE SECOND TOPCON TOTAL STATION.

3. THE PRECISION OF THE FIELD DATA UPON WHICH THIS SURVEY IS BASED WAS VERIFIED WITH REDUNDANT LINEAR MEASUREMENTS. THE CALCULATED POSITIONAL TOLERANCE IS LESS THAN 0.10' PER POINT. THE FIELD DATA HAS BEEN ADJUSTED USING LEAST SQUARES.

4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,000,000 FEET.

5. ALL IPF & IPS ARE ½" REBAR UNLESS NOTED OTHERWISE.

6. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHT OF WAYS, PUBLIC OR PRIVATE.

7. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. BEARINGS SHOWN HEREON ARE BASED ON ANGLES TURNED AND ARE REFERENCED TO RECORD NORTH.

8. DATE(S) OF FIELD SURVEY: 10/01/2014

9. INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ON THE LOCATION OF VISIBLE APPURTENANCES. LANDPRO SURVEYING AND MAPPING, INC MAKES NO CERTIFICATION AS TO THE ACCURACY OR THOROUGHNESS OF THE INFORMATION SHOWN HEREON.

10. REFERENCE PLAT FOR ETOWAH HILLS SUBDIVISION DATED JUNE 1949 AND RECORDED IN PLAT BOOK 1 PAGE 13.

I CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION THAT IS BASED ON AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION. THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

JAMES H RADER GEORGIA RLS# 3033

## LEGEND

| | | | |
|---|---|---|---|
| | PROPERTY CORNER | PVC | POLYVINYL CHLORIDE PIPE |
| | PROPERTY LINE | FH | FIRE HYDRANT |
| IPF | 1/2" REBAR FOUND | WV | WATER VALVE |
| IPS | 1/2" REBAR SET | WM | WATER METER |
| RBR | REBAR | | WATER LINE |
| CTP | CRIMPED TOP PIPE | TP | TELEPHONE PEDESTAL |
| OTP | OPEN TOP PIPE | TM | TELEPHONE MANHOLE |
| CMF | CONCRETE MONUMENT FOUND | UT | UNDERGROUND TELEPHONE |
| FND | FOUND | TV | CABLE TELEVISION PEDESTAL |
| | POWER POLE | CATV | CABLE TELEVISION |
| PM | POWER METER | | STORM DRAIN JUNCTION BOX |
| PB | POWER BOX | DI | DROP INLET |
| EM | ELECTRIC MANHOLE | AI | AREA INLET |
| OHE | OVERHEAD POWER | | STORM DRAINAGE LINE |
| UGE | UNDERGROUND POWER | CMP | CORRUGATED METAL PIPE |
| GV | GAS VALVE | RCP | REINFORCED CONCRETE PIPE |
| GM | GAS METER | CPP | CORRUGATED PLASTIC PIPE |
| | GAS LINE | MW | MONITORING WELL |
| SS | SANITARY SEWER MANHOLE | | TREE |
| CO | SANITARY SEWER CLEAN OUT | | TREELINE |
| | GREASE TRAP | BM | BENCHMARK |
| | SANITARY SEWER LINE | | LAND LOT LINE |
| DIP | DUCTILE IRON PIPE | | FENCE |

0' 50' 100' 150'


LANDPRO
SURVEYING AND MAPPING
305 CREEKSTONE RIDGE
WOODSTOCK, GA 30188
TELE: 404-386-2170
FAX: 678-213-1519
AUTHORIZATION NO. LSF000838
WWW.LANDPROSURVEYING.COM



RETRACEMENT SURVEY FOR:

PARKS

LAND LOT 843
DISTRICT 21
SECTION 2
CHEROKEE COUNTY, GA

| SCALE | DATE | PROJECT NO. | SHEET |
|---|---|---|---|
| 1" = 50' | 10/01/14 | 20141001 | 1 OF 1 |

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 843, DISTRICT 21, SECTION 2, CHEROKEE COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF LAND LOTS 886, 887, 842, AND 843, THENCE ALONG THE SOUTH LAND LOT LINE OF LAND LOT 843 SOUTH 89 DEGREES 56 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO AN IRON PIN SET, THENCE LEAVING THE SAID LAND LOT LINE AND CONTINUING NORTH 00 DEGREES 03 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 200.00 FEET TO AN IRON PIN SET AT THE END OF THE RIGHT OF WAY OF CHEROKEE STREET (40 FOOT PUBLIC RIGHT OF WAY), THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO AN IRON PIN SET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID FORMER RIGHT OF WAY OF CHEROKEE STREET THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO AN IRON PIN SET, THENCE NORTH 89 DEGREES 56 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 250.00 FEET TO AN IRON PIN SET, THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 20.00 FEET TO AN IRON PIN SET, THENCE SOUTH 89 DEGREES 56 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO AN IRON PIN SET, WHICH IS THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.115 ACRES AND IS DEPICTED AS TRACT 3 ON THAT PLAT OF SURVEY PREPARED BY LANDPRO SURVEYING AND MAPPING, INC., SEALED AND CERTIFIED BY JAMES H. RADER, GA RLS NO. 3033, DATED OCTOBER 1, 2014.

---------- [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 **CAROL PARKS,** 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);

W I T N E S S E T H:

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 that tract or parcel of land lying and being in Land Lot 843 of the 21st District, 2nd Section of Cherokee County Georgia being more particularly described in **Exhibit "A" Tract 2,** 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 18th day of November 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**

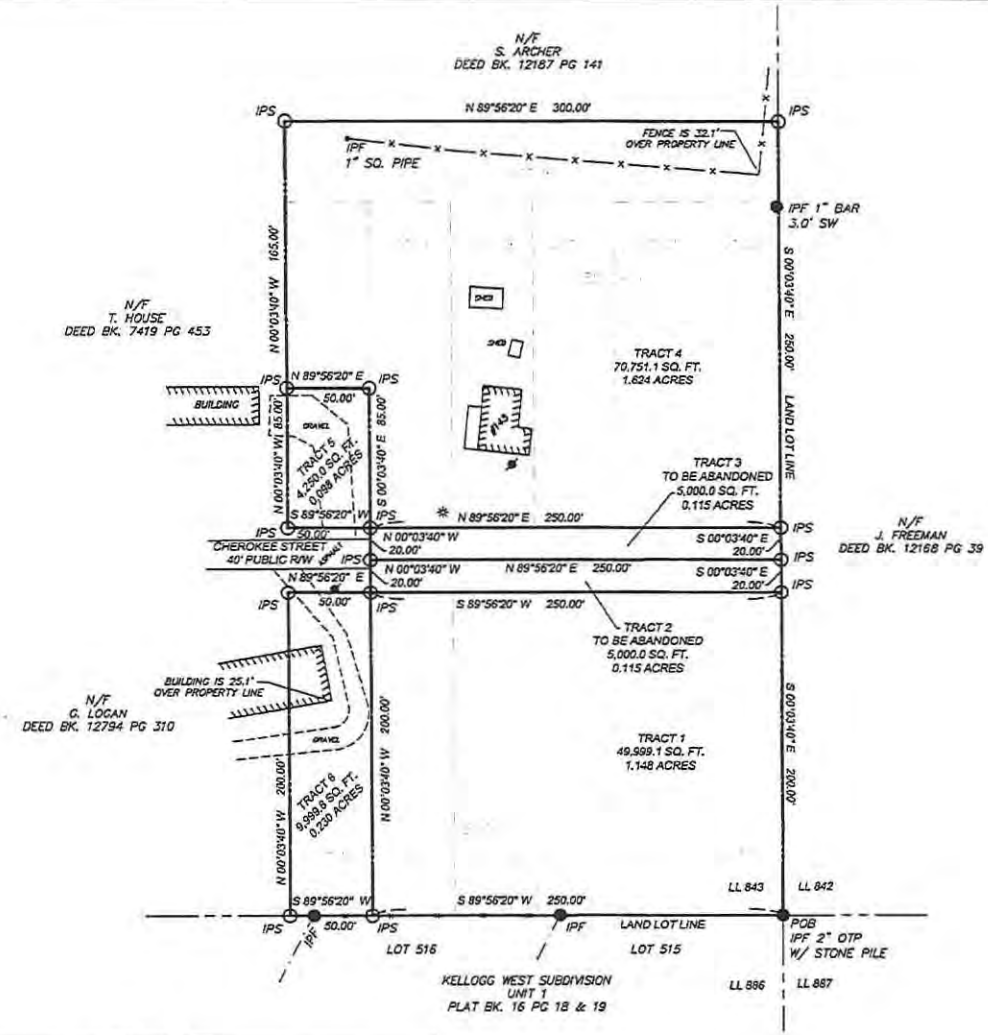
Signed, sealed and delivered
in the presence of:

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

_____
Unofficial Witness

Attest: _____
Christy Black, County Clerk
[COUNTY SEAL]

_____
Notary Public
My Commission Expires: _____
(NOTARIAL SEAL)




## SURVEY NOTES

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS, ENCUMBRANCES, OR ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON MAY EXIST.

2. THIS PLAT WAS PREPARED FROM A FIELD SURVEY USING A THREE SECOND TOPCON TOTAL STATION.

3. THE PRECISION OF THE FIELD DATA UPON WHICH THIS SURVEY IS BASED WAS VERIFIED WITH REDUNDANT LINEAR MEASUREMENTS. THE CALCULATED POSITIONAL TOLERANCE IS LESS THAN 0.10' PER POINT. THE FIELD DATA HAS BEEN ADJUSTED USING LEAST SQUARES.

4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,000,000 FEET.

5. ALL IPF & IPS ARE ½" REBAR UNLESS NOTED OTHERWISE.

6. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHT OF WAYS, PUBLIC OR PRIVATE.

7. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. BEARINGS SHOWN HEREON ARE BASED ON ANGLES TURNED AND ARE REFERENCED TO RECORD NORTH.

8. DATE(S) OF FIELD SURVEY: 10/01/2014

9. INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ON THE LOCATION OF VISIBLE APPURTENANCES. LANDPRO SURVEYING AND MAPPING, INC MAKES NO CERTIFICATION AS TO THE ACCURACY OR THOROUGHNESS OF THE INFORMATION SHOWN HEREON.

10. REFERENCE PLAT FOR ETOWAH HILLS SUBDIVISION DATED JUNE 1949 AND RECORDED IN PLAT BOOK 1 PAGE 13.

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JAMES H RADER GEORGIA RLS# 3033

## LEGEND

| | | | |
|---|---|---|---|
| | PROPERTY CORNER | PVC | POLYVINYL CHLORIDE PIPE |
| | PROPERTY LINE | FH | FIRE HYDRANT |
| IPF | 1/2" REBAR FOUND | WV | WATER VALVE |
| IPS | 1/2" REBAR SET | | WATER METER |
| RBS | REBAR | | WATER LINE |
| CTP | CRIMPED TOP PIPE | | TELEPHONE PEDESTAL |
| OTP | OPEN TOP PIPE | | TELEPHONE MANHOLE |
| CMF | CONCRETE MONUMENT FOUND | UT | UNDERGROUND TELEPHONE |
| PND | FOUND | | CABLE TELEVISION PEDESTAL |
| | POWER POLE | CATV | CABLE TELEVISION |
| | POWER METER | | STORM DRAIN JUNCTION BOX |
| | POWER BOX | | DROP INLET |
| | ELECTRIC MANHOLE | | AREA INLET |
| OHE | OVERHEAD POWER | | STORM DRAINAGE LINE |
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| GV | GAS VALVE | RCP | REINFORCED CONCRETE PIPE |
| | GAS METER | CPP | CORRUGATED PLASTIC PIPE |
| | GAS LINE | | MONITORING WELL |
| | SANITARY SEWER MANHOLE | | TREE |
| CO | SANITARY SEWER CLEAN OUT | | TREELINE |
| | GREASE TRAP | | BENCHMARK |
| | SANITARY SEWER LINE | | LAND LOT LINE |
| DIP | DUCTILE IRON PIPE | | FENCE |

0' 50' 100' 150'


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FAX: 678-213-1519
AUTHORIZATION NO. LSF000836
WWW.LANDPROSURVEYING.COM



RETRACEMENT SURVEY FOR:

PARKS

LAND LOT 643
DISTRICT 21
SECTION 2
CHEROKEE COUNTY, GA

| SCALE | DATE | PROJECT NO. | SHEET |
|---|---|---|---|
| 1" = 50' | 10/01/14 | 20141001 | 1 OF 1 |

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 843, DISTRICT 21, SECTION 2, CHEROKEE COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF LAND LOTS 886, 887, 842, AND 843, THENCE ALONG THE SOUTH LAND LOT LINE OF LAND LOT 843 SOUTH 89 DEGREES 56 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO AN IRON PIN SET, THENCE LEAVING THE SAID LAND LOT LINE AND CONTINUING NORTH 00 DEGREES 03 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 200.00 FEET TO AN IRON PIN SET AT THE END OF THE RIGHT OF WAY OF CHEROKEE STREET (40 FOOT PUBLIC RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID FORMER RIGHT OF WAY OF CHEROKEE STREET NORTH 00 DEGREES 03 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO AN IRON PIN SET, NORTH 89 DEGREES 56 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 250.00 FEET TO AN IRON PIN SET, THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 20.00 FEET TO AN IRON PIN SET, THENCE SOUTH 89 DEGREES 56 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO AN IRON PIN SET, WHICH IS THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.115 ACRES AND IS DEPICTED AS TRACT 2 ON THAT PLAT OF SURVEY PREPARED BY LANDPRO SURVEYING AND MAPPING, INC., SEALED AND CERTIFIED BY JAMES H. RADER, GA RLS NO. 3033, DATED OCTOBER 1, 2014.

Zoning Case
Regular agenda

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

---

DATE: November 12, 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

| | |
|---|---|
| **CASE NUMBER:** | 14-11-023 |
| **APPLICANT:** | Jeannie and Edwin Cochran |
| **ZONING CHANGE:** | R-40 to GC |
| **LOCATION:** | 12746 Cumming Highway |
| **MAP & PARCEL NUMBER:** | 03N23, Parcel 213 |
| **ACRES:** | 4.6 +/- |
| **PROPOSED DEVELOPMENT:** | Furniture/Interior Design Business |
| **COMMISSION DISTRICT:** | 1 |
| **FUTURE DEVELOPMENT MAP:** | Community Village |

As a result of the public hearing held on November 4, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-11-023 Jeannie and Edwin Cochran to rezone from R-40 (Residential) to GC (General Commercial) on 4.6 +/- acres for furniture/interior design business.

# RESOLUTION NO. 2014- R-
# CASE # 14-11-023
# APPLICANT: Jeannie and Edwin Cochran

A resolution concerning the following described property:

4.6± Acres located in Land Lot 979 and 1038 of the 3rd District, 2nd Section of Cherokee County, Georgia, and indicated as Parcel 213 on Tax Map 03N23.

**WHEREAS**, it is hereby found and determined that Jeannie and Edwin Cochran as property owners did file a petition to change the zoning of the property described above from R-40 to GC on September 19, 2014; and

**WHEREAS**, the petition to change the zoning proposes a use upon the property as Furniture and Design store 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 November 4, 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;

**SO RESOLVED**, this 18th day of November, 2014.

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

_____

L.B. Ahrens, Chairman

**ATTEST:**

_____

Christy Black, County Clerk

LEGEND
BOC = BACK OF CURB
BSL = BUILDING SETBACK LINE
P/L = PROPERTY LINE
R/W = RIGHT OF WAY
LL = LAND LOT
LLL = LAND LOT LINE
N/F = NOW OR FORMERLY
M/P/# = TAX MAP / PARCEL NO.
POB = POINT OF BEGINNING
NTS = NOT TO SCALE
IPF = IRON PIN FOUND
IPS = IRON PIN SET
COR MON = USCGS MONUMENT
RB = REBAR
CTP = CRIMP TOP PIPE
OTP = OPEN TOP PIPE
SQ. ROD = SQUARE ROD
AF = ANGLE IRON FOUND
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONC. PIPE
WM = WATER METER
WV = WATER VALVE
PP = POWER POLE
LP = LIGHT POLE
PHL BOX = PHONE BOX
U/G = UNDERGROUND
C.O. = SEWER CLEAN-OUT
MB = MAILBOX
SS = SANITARY SEWER
MH = MAN HOLE
FFE = FINISHED FLOOR ELEV.
FH = FIRE HYDRANT
—G— = GAS LINE
—P— = POWER LINE
—SS— = SANITARY SEWER LINE
—FM— = SANITARY FORCE MAIN
—T— = TELEPHONE LINE
—W— = WATER LINE
—X— = FENCE LINE

DATE OF SURVEY: AUGUST 4, 2014

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN N/A (OPEN TRAV) FEET AN ANGULAR ERROR OF N/A SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARED METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 281,646 FEET.

BEARINGS SHOWN ARE BASED ON ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION AND ARE SUBJECT TO FIELD CONDITIONS.

THE EQUIPMENT USED FOR ANGULAR AND DISTANCE MEASUREMENTS WAS A NIKON TOPCON.

THIS PROPERTY IS NOT LOCATED WITHIN THE 100-YEAR FLOOD HAZARD AREA AS PER FLOOD INSURANCE RATE MAP NO. 13057C0285 D DATED 09/29/06.

# TOTAL = 4.558 ACRES ±
## 198,529.672 SQUARE FEET

THIS SURVEY AND IT'S FINDINGS DOES NOT CONSTITUTE A TITLE SEARCH OR TITLE OPINION BY RICHARD WEBB & ASSOCIATES AS LAND SURVEYORS. ALL DATA USED FOR THE LOCATION OF PROPERTY LINES, EASEMENTS, ADJOINING OWNERS, ETC. WAS GAINED FROM PUBLIC RECORDS, THE CLIENT, OR OTHER SOURCES AS REFERENCED. NO ABSTRACT OF TITLE OR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE PROVIDED TO THE SURVEYOR, UNLESS OTHERWISE NOTED. OTHER DOCUMENTS OR SITUATIONS MAY EXIST THAT WOULD AFFECT THIS PROPERTY. AS WITH ANY LAND TRANSACTION, A TITLE SEARCH AND CERTIFICATE IS RECOMMENDED IN CONJUNCTION WITH THIS SURVEY, OR YOU MUST CONSULT A COMPETENT TITLE ATTORNEY.

NORTH
N

| Course | Bearing | Distance |
|---|---|---|
| L1 | S 41°35'11" W | 135.95' |
| L2 | N 70°06'04" W | 94.07' |
| L3 | N 70°14'41" E | 72.09' |
| L4 | N 82°43'31" E | 44.34' |
| L5 | S 55°45'47" E | 159.51' |
| L6 | S 72°27'44" E | 45.78' |
| L7 | S 55°52'49" E | 168.14' |
| L8 | S 42°58'16" E | 83.32' |

| Curve | Radius | Length | Chord | Chord Bear. |
|---|---|---|---|---|
| C1 | 1080.93' | 60.87' | 60.86' | S 67°22'35" E |

NOTES & REFERENCES:
1. SURVEY FOR ELMER B. SMITH ESTATE AS PERPARED BY RICHARD WEBB & ASSOCIATES, DATED APRIL 8, 1991.
2. DEED BOOK 1841 PAGE 236
3. TAX MAP/PARCEL #03N23 213
4. SIGHT DISTANCE VERIFICATION IS THE ONLY FIELD WORK DONE AT THIS TIME, ALL OTHER FEATURES AS PER REF. #1

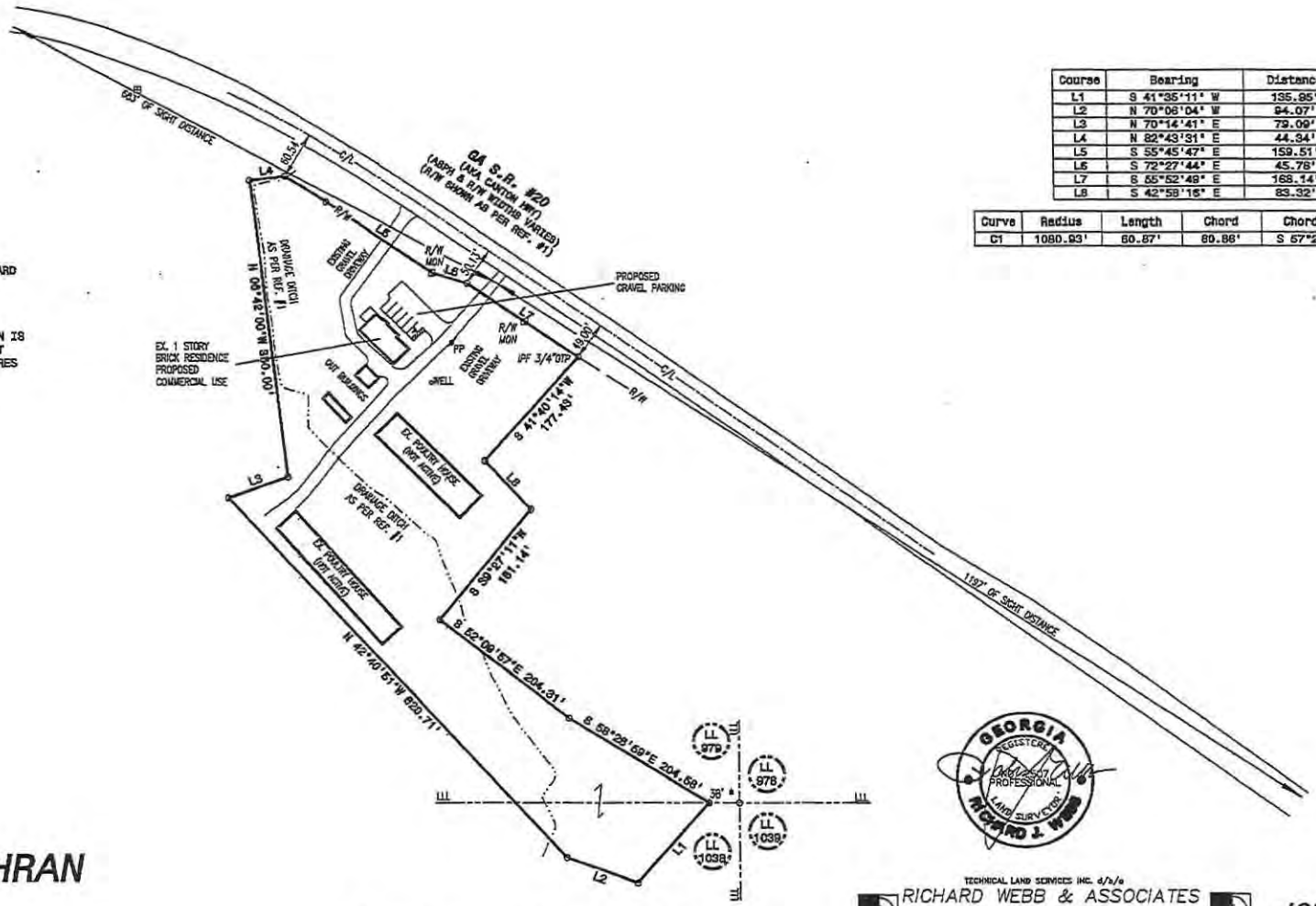


EXHIBIT A

SITE PLAN FOR:
# EDWIN COCHRAN
LAND LOT 979 & 1038
3rd DISTRICT 2nd SECTION
CHEROKEE COUNTY, GEORGIA
AUGUST 15, 2014

GRAPHIC SCALE – 1"=100'

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR RICHARD J. WEBB


TECHNICAL LAND SERVICES INC. d/b/a
RICHARD WEBB & ASSOCIATES
Land Surveying Consultants
P.O. BOX 561 CUMMING GA. 30028 (770)-889-6103
100 KELLY MILL ROAD CUMMING GA. 30040
Email: info@richardwebbandassociates.com
www.richardwebbandassociates.com


JOB NO. 14146

# CHEROKEE TRIBUNE

521 East Main Street ◆ Canton, Georgia 30114

# PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA - County of Cherokee

Before me, the undersigned; a Notary Public, this day personally came **Otis Brumby III,** who, being duly sworn, according to law, says that he is the **General Manager** of *Times Journal, Inc.*, publishers of the *Cherokee Tribune,* official newspaper published in said county and State, and that the publication, of which the annexed is a true copy, was published in said paper on the 17th day of October, 2014, as provided by law.

Subscribed and sworn to before me this 22nd day of October, 2014

Notary Public

My commission expires September 15, 2018.

JOLYNNE S GOOSMAN
MY COMMISSION EXPIRES
NOTARY
PUBLIC
SEPTEMBER 15, 2018
CHEROKEE COUNTY, GEORGIA

**Z-1043**
**NOTICE OF PUBLIC HEARING**
**Jeannie and Edwin Cochran**
**CASE# 14-11-023**

Jeannie and Edwin Cochran have 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 a furniture/interior design business. The property owned by Vickie Samples is located at 12746 Cumming Highway in Land Lots 979 and 1038 of the 3rd District, 2nd Section of Cherokee County, Georgia and indicated as Parcel 213 on Tax Map 03N231. A total of 4.6 +/- 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, October 20, 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, November 4, 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, November 18, 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.

10:17

EXHIBIT B

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

---

DATE: November 12, 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

| | |
|---|---|
| **CASE NUMBER:** | 14-11-023 |
| **APPLICANT:** | Jeannie and Edwin Cochran |
| **ZONING CHANGE:** | R-40 to GC |
| **LOCATION:** | 12746 Cumming Highway |
| **MAP & PARCEL NUMBER:** | 03N23, Parcel 213 |
| **ACRES:** | 4.6 +/- |
| **PROPOSED DEVELOPMENT:** | Furniture/Interior Design Business |
| **COMMISSION DISTRICT:** | 1 |
| **FUTURE DEVELOPMENT MAP:** | Community Village |

As a result of the public hearing held on November 4, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-11-023 Jeannie and Edwin Cochran to rezone from R-40 (Residential) to GC (General Commercial) on 4.6 +/- acres for furniture/interior design business.

EXHIBIT C

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 979 and 1038 of the Third District and Second Section of Cherokee County, Georgia, being 4.627 acres as shown on a survey for the Elmer B. Smith Estate, dated April 8, 1991, as surveyed by Richard J. Webb, R.L.S. No. 2507, which plat is recorded at Plat Book 40, page 148, in the Office of the Clerk of the Superior Court of Cherokee County, Georgia, and which plat is incorporated herein by reference for a more complete description of this property.

This being the same property conveyed to the Grantor, by Deed of Assent dated May 7, 1991 and recorded at Deed Book 988, Page 108, Cherokee County, Georgia Deed records.

This being the same property conveyed by Warranty deed dated 11-14-06, Deed Book 9213, Pages 130-135, Cherokee County, Georgia Deed records.

EXHIBIT D

Cherokee County Board of Commissioners

2015 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month. **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 | 6th | 20th |
| February | 3rd | 17th |
| March | 3rd | 17th |
| April | 7th | 21st |
| May | 5th | 19th |
| June | 2nd | 16th |
| July | 7th | 21st |
| August | 4th | 18th |
| September | 1st | 15th |
| October | 6th | 20th |
| November | 3rd | 17th |
| December | 1st | 15th |

**Cherokee County, Georgia**
**Agenda Request**

SUBJECT: Aquatic Center

MEETING DATE: November 18, 2014

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

**COMMISSION ACTION REQUESTED:** It is requested that the Board of Commissioners approve a Change Order to the Maintenance Services Agreement (MSA) with Aqua Design Systems (ADS) for miscellaneous repairs to the expansion joints, gutter wall and surge tank; in the not to exceed amount of $30,000.00. A County-controlled contingency of $5,000.00 is also requested. The cost of these proposed additional work items, in the total amount of $35,000.00, will be funded by the Park Bond Program and charged to the Aquatic Center Park Bond Account PR 114.

**FACTS AND ISSUES:** Over the spring and summer, CRPA and Capital Projects have been monitoring water levels at the outdoor recreation pool and the indoor 50 meter competition pool concerning the loss of water and needed/planned repairs of the expansion joints gutter wall and surge tank. So as not to interfere or delay the summer season at the outdoor pool, all expansion joint repairs were delayed until this fall; following continued monitoring.

Throughout this time we have worked with Cherokee County Water & Sewerage Authority (CCWSA) to review their monitoring logs of incoming water and outgoing sanitary sewer flows to help determine and monitor the loss of water. We have also been working with the pool subcontractor Aqua Design System. In early October 2014, the Aquatic Center had American Leak Detention, of Woodstock, conduct underwater testing of the expansion joints of the outdoor pool and the indoor 50 meter competition pool, and conducted testing of the surge tank for the outdoor pool. Leaks were confirmed at the expansion joints of both pools, and also at the gutter of the outdoor pool, and along the toe edge of the indoor pool. No leaks were reported at the surge tank.

On October 29, 2014, CRPA and Capital Projects met with ADS to review the Report and to discuss options for repairs and moving forward now that the summer season is behind us and the outdoor recreation pool is closed. The meeting was most positive and productive for addressing all issues and for reaching agreement of corrective actions. On October 31, 2014, Mr. Chancey forwarded his report of findings of additional investigative work by ADS. In summary, the following findings are presented:

1. Outdoor leisure pool surge tank leaks (at the point where the tank concrete walls meet the tank concrete top when water level reaches a high level in the tank; not the result of leaks in the tank structure. Aqua Design Systems (ADS) recommends Cherokee County have the tank waterproofed with a product "Aqua Fin," especially at the point where the concrete tank walls meet the concrete tank top. This product is approved by the National Sanitary Foundation (NSF) and has been proven to be successful on numerous tanks for swimming pools. While conducting these planned waterproofing repairs, ADS will also look for other issues related to leaking and be involved in static testing the tank etc. **Cost for ADS to perform this scope would be approximately $20,456.00.**

2. Outdoor leisure pool expansion joints have failed in certain areas; repairs are needed, recommended. Aqua Design Systems (ADS) recommends that Cherokee County have all joint sealants removed and have a different sealant installed. The new sealant has been used on other projects and at this point has not failed in over one year of being installed. The product recommended would come with a one year warranty from date of installation. Costs to remove all sealants from all joints and replace with the new recommended sealant material is estimated to be approximately $5,675.00. In consideration for a warranty credit, Aqua Design Systems (ADS) will perform this work for a **reduced price of $2,760.00;** or approximately half of the above estimated cost. Work would be performed by ADS with their own forces with their in house crews.

3. Indoor 50 meter competition pool expansion joints have failed in certain areas; repairs are needed, recommended. At **no cost to Cherokee County,** ADS has sealed joints with an underwater epoxy while the indoor 50 meter competition pool was full and running. Based on reports by the ADS diver performing the sealant repairs, the areas of failure are isolated and ADS does not recommend draining the pool and replacing the sealant at this time.

4. Outdoor leisure pool gutter wall has developed cracks on deck side of gutter; repairs are needed, recommended. Aqua Design Systems (ADS) recommends that Cherokee County have the delaminated portion of the wall removed and reinstalled with a high strength concrete in its place. This scope would also include some reinforcement being doweled in the wall sections that will remain in place; no demolition or damage to the pool deck is currently anticipated. This scope is created by visually looking at the issue and has not been thoroughly investigated. Scope and costs could change upon more discoveries. **Costs for gutter wall repairs is estimated to be approximately $5,000.00.** Work would be performed by ADS with their own forces with their in house crews.

Total for all work described above is $28,216.00. In summary, CRPA and Capital Project accept the findings and recommendations of Aqua Design Systems (ADS) and recommend that a change order be issued for Aqua Design Systems (ADS) in the not to exceed amount of $30,000.00 to perform the repairs as described above. Funding is available from Park Bond monies. Because additional repairs may be required for the planned gutter repair work, a contingency is also requested.

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**BUDGET:**

| | | |
|---|---|---|
| Budgeted Amount: | $ 17,858,000.00 | Account Name: Aquatic Center |
| Amount Encumbered: | $ 142.00 | Account #: PR 114/SLOST V |
| Amount Spent to Date: | $ 17,569,176.00 | |
| **Amount Requested:** | **$ 35,000.00** | |
| Remaining Budget: | $ 253,682.00 | |

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.

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**ADMINISTRATIVE RECOMMENDATION:** It is requested that the Board of Commissioners approve a Change Order to the Maintenance Services Agreement (MSA) with Aqua Design Systems (ADS) for miscellaneous repairs to the expansion joints, gutter wall and surge tank; in the not to exceed amount of $30,000.00. A County-controlled contingency of $5,000.00 is also requested. The cost of these proposed additional work items, in the **total amount of $35,000.00,** will be funded by the Park Bond Program and charged to the Aquatic Center Park Bond Account PR 114.

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**REVIEWED BY:**

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

**Cherokee County, Georgia**
**Agenda Request**

SUBJECT: County Park at Killian Site

MEETING DATE: November 18, 2014

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

COMMISSION ACTION REQUESTED: It is requested that the Board approve granting easements and perpetual rights-of-ways to Cherokee County Water & Sewerage Authority (CCWSA) for and over the sanitary sewer and water lines running within the new County Park at Killian at Univeter Road, beginning and ending where the said sanitary sewer and water lines enter and leave the property, as set forth by the attached easement documents. Sanitary sewer line easement totals approximately 0.19 acres. Water line easement totals approximately 0.08 acres.

FACTS AND ISSUES: The underground utility lines serving the County Park at Killian for sanitary sewer and for domestic and fire hydrants were installed and constructed by Cherokee County's contractor, and require the above easements and rights-of-ways for CCWSA to enter the property to inspect, maintain, operate, repair, etc. said water and sanitary sewer utility lines.

The gravity sewer lines and domestic and fire water lines that run within the County Park at Killian property and connect to CCWSA service lines shall remain private systems owned by and the responsibility of Cherokee County. **No costs are associated with this granting of the easements and rights-of-ways.**

BUDGET:

Budgeted Amount: **NO COSTS**
Amount Encumbered:
Amount Spent to Date:
Amount Requested:
Remaining Budget:

Account Name: County Park at Killian
Account #: PR 108

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: It is requested that the Board approve granting easements and perpetual rights-of-ways to Cherokee County Water & Sewerage Authority (CCWSA) for and over the sanitary sewer and water lines running within the new County Park at Killian at Univeter Road, beginning and ending where the said sanitary sewer and water lines enter and leave the property, as set forth by the attached easement documents.

**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER:

# Cherokee County, Georgia
# Agenda Request

SUBJECT: Design Services for Preparation of Environmental Document (PCE) for Intersection Improvements at SR 140 at East Cherokee Drive

MEETING DATE: November 18, 2014

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

COMMISSION ACTION REQUESTED:

Consider approval of a proposal from Moreland Altobelli Associates, Inc. to perform design services for the preparation of a Programmatic Categorical Exclusion (PCE) or Environmental Document, for the SR 140 at East Cherokee Drive Intersection Improvement Project, under their annual engineering consulting services contract in the amount of $25,000.00.

FACTS AND ISSUES:

The SR 140 at East Cherokee Drive intersection improvement project, designed by AMEC (formerly MACTEC) includes improving the existing vertical geometry of SR 140, east of the intersection with East Cherokee Drive. This increases the construction cost of the project by approximately $1,000,000.00.

The County Engineer approached the GDOT Chief Engineer's Office and questioned the availability of funding from GDOT to off-set the added cost to the County. The GDOT Office of Traffic Operations has a "Lump Sum" program available to Counties to help off-set costs of improvements to State Routes. They are Federal Transportation Safety Funds.

The GDOT project evaluation team reviewed the project in September and found the benefits of the turn lanes that are being proposed by the County would also benefit the State. GDOT has committed to provide up to $1,000,000.00 in Safety Funds to the project. However, since the funds are Federal, the project must include an approved environmental document.

This office has negotiated a proposal from Moreland Altobelli Associates to prepare the document under the current Professional Services Agreement for Engineering Design and Environmental Services that MAAI holds with the County.

BUDGET:

| | | |
|---|---|---|
| Budgeted Amount: | $2,250,000.00 | Account Name: SPLOST – East Cherokee Drive |
| Amount Encumbered: | $ 161,714.00 | Account #: 62068 |
| Amount Spent to Date: | $ 0.00 | |
| Amount Requested: | $ 25,000.00 | |
| Remaining Budget: | $2,063,286.00 | |

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

ADMINISTRATIVE RECOMMENDATION:

Approval of a proposal from Moreland Altobelli Associates, Inc. to perform design services for the preparation of a Programmatic Categorical Exclusion (PCE) or Environmental Document, for the SR 140 at East Cherokee Drive Intersection Improvement Project, under their annual engineering consulting services contract in the amount of $25,000.00.

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REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Moreland Altobelli Associates, Inc

MA

2211 Beaver Ruin Road, Suite 190 • Norcross, Georgia 30071 • 770/263-5945 • Fax: 770/263-0166 • ma@maai.net

October 30, 2014

Mr. Geoffrey E. Morton
Cherokee County Engineer
1130 Bluffs Parkway
Canton, Georgia 30114

**RE: Proposal for Preparation of Programmatic Categorical Exclusion (PCE) for intersection improvement of SR 140 at East Cherokee Drive**

Dear Mr. Morton:

Moreland Altobelli Associates, Inc. (MA) is pleased to provide you with an outline of the scope of work and estimated fee to prepare a PCE for the above reference project under the on-call environmental services contract.

**Scope of Work** - The following tasks will be performed under this contract:

- Special Studies
  - History & Cultural Resources
  - Ecology
  - Archaeology
  - Air Quality Impact Assessment
  - Noise Impact Assessment
- Preparation of PCE
- GDOT Submittal
- Revisions to PCE
- Final GDOT Submittal

**Fee** - MA proposes to provide the above services for a not to exceed lump sum budget of $25,000. Invoices will be prepared on a percent complete basis and will be submitted monthly.

Thank you for the opportunity to submit this proposal to you. We look forward to working with you.

Sincerely,

L. N. Manchi

LN Manchi
Vice-President of Environmental,
Traffic & Planning Services

**Tentative Schedule for Programmatic Categorical Exclusion (PCE)**
**SR 140/East Cherokee Drive Intersection**
**Cherokee County**

Assuming notice to proceed (NTP) is granted by **November 17, 2014** and that GDOT will issue a PI number as well as agree to review the special studies and the PCE:

- Required special studies early coordination to agencies and potential interested parties would begin immediately upon receiving NTP. Early coordination, in most cases requires a 30-day comment period; however, some work can be completed concurrent with the comment period, such as background research, some analysis, and some field work. Most special studies cannot be submitted for review until the early coordination comment period has expired.

- **Background research and field work – November 17 – December 12, 2014**. This would include doing background research of archaeological, ecological, historic, and hazardous materials data bases as necessary. It would also include a property deed overview and preliminary air and noise analysis. Once the background research has been completed, field work will be conducted for archaeology, history, and ecology.

- **Special studies reports – December 15, 2014 – January 16, 2015**. This will include writing special studies reports for air, archaeology, ecology, history, and noise following GDOT guidelines.

- **GDOT/Agency review of special studies reports – January 20, 2014 – April 30, 2015**. This is the most time consuming activity in the environmental process. GDOT and other agencies have a minimum of 90 days to review and comment on special studies assessments. Most reports do not get approved in one review; therefore it is safe to figure on a minimum of two reviews, with time built in to address GDOT/agency comments and resubmit. In the case of history and archaeology, if any potentially historic resources are identified, those reports must be transmitted to the State Historic Preservation Officer (SHPO) for review and comment.

- **Development of the PCE document –April 13 – May 4, 2015**. The development of the PCE can begin before the special studies receive final approvals; however, it cannot be finalized and submitted to GDOT until all approvals have been received.

- **GDOT review & approval of the PCE – May 5 – June 29, 2015**. As with special studies reports, GDOT will have 30 days to review the document; assuming minor comments that can be quickly revised and resubmitted, the anticipated PCE approval date is tentatively **June 29, 2015**.

## Geoff Morton

**From:** Thomas, Chester G. <ChThomas@dot.ga.gov>
**Sent:** Friday, November 07, 2014 4:59 PM
**To:** Geoff Morton
**Cc:** DeNard, Paul
**Subject:** RE: Cherokee County - SR 140 at East Cherokee Drive

Good afternoon Geoff,

We will coordinate with the Office of Program Delivery and set up a meeting for early December. We have requested programming for your project. Is there any way to get the PCE document before April or May?

Thanks,

**Chester Thomas, PE**
Traffic Operations Supervisor
Georgia Department of Transportation
Transportation Management Center-Building 24
935 E. Confederate Avenue
Atlanta, GA 30316
**(404)635-2851** (Office)
*chthomas@dot.ga.gov*

**From:** Geoff Morton [mailto:gmorton@cherokeega.com]
**Sent:** Thursday, November 06, 2014 2:57 PM
**To:** Thomas, Chester G.; DeNard, Paul
**Subject:** FW: Cherokee County - SR 140 at East Cherokee Drive
**Importance:** High

Chester & Paul:

To keep you updated, attached is a schedule for the PCE for the above project that MAAI is proposing.

The earliest that the County can issue a notice to proceed (and we plan to) is November 19, two days from when MAAI is showing.

Please review – has this project been assigned a project manager and a PI as yet?

Once we issue an NTP, we would like to have a coordination meeting between our consultant, your office and the GDOT PM. Possibly the first week of December?

We are moving forward.

Thanks

Geoff

# Cherokee County, Georgia
# Agenda Request

SUBJECT: Little Bear Subdivision
Approval of Settlement and Release Agreement

MEETING DATE: November 18, 2014

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

COMMISSION ACTION REQUESTED:

Consideration of approval of Release and Assignment Agreement for the Little Bear subdivision.

FACTS AND ISSUES:

The developer of the Little Bear subdivision went bankrupt in late 2010. Letters were sent to the surety company holding the Performance and Maintenance Bonds in an attempt to complete the remaining public improvements on the project with the funds available in the bonds.

The surety company has agreed to settle the County's claim against the outstanding bonds for this subdivision. The total amount of the settlement is $97,841.26 for asphalt topping installation.

The $97,841.26 is the total amount of the performance bond; the bond company is not allowed to pay out more than that.

BUDGET:

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

Account Name:
Account #:

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 Release and Assignment Agreement for the Little Bear subdivision.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

CapSpecialty
A Community of Insurance Specialists

Capitol Indemnity Corporation
Capitol Specialty Insurance Corporation
Platte River Insurance Company

1600 Aspen Commons • Middleton WI 53562-4719
P.O. Box 5900 • Madison WI 53705-0900
Phone: (608) 829-4200 • Toll Free: (800) 475-4450 • claims@capspecialty.com

10/28/2014

CHEROKEE COUNTY GOVERNMENT
CAPITAL PROGRAM MGMT
1130 BLUFFS PARKWAY
CANTON GA 30114

| | | |
|---|---|---|
| **In re:** | Claim #: | 00153480-01 |
| | Bond #: | 0041041355 |
| | Principal: | HDP-LITTLE BEAR, LLC |
| | Claimant: | CHEROKEE COUNTY GOVERNMENT |
| | Surety: | Platte River Insurance Company |

Dear Claimant:

Please find enclosed our draft number 4102258 in the amount of 97841.28 in full and final payment for amounts due on the above referenced claim.

We are also enclosing a Release & Assignment, to be signed, executed, and returned to our office. For your convenience, we have provided you with a self-addressed, postage-paid envelope.

This draft is sent in trust with the understanding that the draft will not be negotiated until the signed Release has been returned to our office.

Be advised that while we have chosen to pay this claim, such payment shall not serve as a precedent for the treatment of similar claims.

Sincerely,

RON WILLS
Claims Department
CapSpecialty
Phone: 608-829-6916
Fax: 608-829-7451
bondclaims@capspecialty.com

# *Platte River Insurance Company*

1600 Aspen Commons • Middleton, WI 53562-4719
P.O. Box 5900 • Madison, WI 53705-0900
Phone: (608) 829-4200 • Toll free: (800) 475-4450
www.capspecialty.com

| *Claim#:* 00153480-01 | *Bond or Policy#:* 0041041355 |
|---|---|

*Release & Assignment*

| | |
|---|---|
| **Principal Name:** | HDP-LITTLE BEAR, LLC |
| **Principal Address:** | 1800 Parkway Pl SE<br>Ste 130<br>Marietta GA 30067-8266 |
| **Claimant Name:** | CHEROKEE COUNTY GOVERNMENT |
| **Examiner Name:** | RON WILLS |

In consideration of the payment of Ninety Seven Thousand Eight Hundred Forty One Dollars And Twenty Eight Cents (97841.28) by Platte River Insurance Company as Surety, receipt of which is hereby acknowledged, the above named Claimant does hereby release, acquit, exonerate and discharge Platte River Insurance Company from all actions, suits, claims, damages and liabilities on the above Bond.

The above named Claimant hereby acknowledges that Platte River Insurance Company is subrogated to all rights which the above named Claimant has against all persons, firms and corporations who caused, participated in or benefited from said loss; and, to secure said subrogation rights, the above named Claimant hereby assigns and transfers to Platte River Insurance Company, as Surety, all rights of the above named Claimant against said persons, firms or corporations. This assignment does not prevent the Claimant from pursuing the Principal for amount allegedly due them, which were not recoverable under the bond.

Signed, sealed and delivered this _____ day of _____, 20_____.

In the Presence of:

*(Witness sign below)* | *(Claimant sign below)*

GEOFFREY E. MORTON
**Print Name** *(Witness)*

L.B. "BUZZ" AHRENS, CHAIRMAN
**Print Name & Title** *(Claimant)* BOARD OF COMMISSIONERS

**Sign Name** *(Witness)*

**Sign Name** *(Authorized Signature of Claimant)*

**CapSpecialty**
**PO Box 5900 • Madison WI 53705-0900**
**Phone: (800) 475-4450 Option #3, Option #1**
**Claim Fax: (608) 829-7451**
**bondclaims@capspecialty.com**

CAPITOL
INSURANCE COMPANIES
Capitol Indemnity Corporation
Capitol Specialty Insurance Corporation
Platte River Insurance Company

1600 Aspen Commons • Middleton WI 53562-4719
P.O. Box 5900 • Madison WI 53705-0900
Phone: (608) 829-4200 • Toll Free: (800) 475-4450 • bondclaims@capitol.net

04/29/2014

CHEROKEE COUNTY GOVERNMENT
CAPITAL PROGRAM MGMT
1130 BLUFFS PARKWAY
CANTON GA 30114

| | | |
|---|---|---|
| **In re:** | Claim #: | 00153480-01 |
| | Bond #: | 0041041355 |
| | Principal: | HDP-LITTLE BEAR, LLC |
| | Obligee: | STATE OF GEORGIA |
| | Surety: | Platte River Insurance Company |

Dear Claimant:

Your claim on the above-referenced bond has been acknowledged. We are in the process of establishing a claim file and collecting all the necessary underwriting information regarding the bond issued on behalf of our principal. Additionally, we are pursuing HDP-LITTLE BEAR, LLC , demanding they resolve this claim without our further involvement. When communication with our principal is established, we will contact you with our position as a bonding company. If we fail to hear from our principal, we will undergo an evaluation of your claim as it relates to the language of the bond to determine our liability.

Your patience and cooperation are greatly appreciated. This letter shall not be construed as a waiver of Platte River Insurance Company rights or defenses, all the same being specifically reserved.

Sincerely,

RON WILLS
Claims Department
Capitol Insurance Companies
Phone: 608-829-6916
Fax: 608-829-7451
bondclaims@capitol.net

BARTOW PAVING COMPANY, INC.
P.O. BOX 2045, CARTERSVILLE, GEORGIA 30120
770-382-2025 FAX 770-387-1309

Mr. Chet Tischer
Pebblebrook Development, LLC
1800 Airport Road
Kennesaw, Georgia 30144

November 3, 2004
Page 1 of 2
Little Bear Subdivision
Lower Burris Road, Cherokee County

Bartow Paving Company, Inc. proposes to furnish and install to the purchaser, in accordance with the following specifications and general conditions, the material and/or services described below.

| Description | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|
| **ENTRANCE**<br>1. Finish Grade<br>2. 8 Inches Graded Aggregate Base Material<br>3. Prime Coat<br>4. 2 Inches Asphaltic Concrete Binder<br>5. Bituminous Tack Coat<br>6. 1½ Inches Asphaltic Concrete Wearing Surface, Type E | 625.00 | SY | 16.31 | 10,193.75 |
| **SUBDIVISION STREETS WITH CURB AND GUTTER**<br>1. Finish Grade<br>2. 6 Inches Graded Aggregate Base Material<br>3. Prime Coat<br>4. 2 Inches Asphaltic Concrete Binder | 20,063.00 | SY | 10.64 | 213,470.32 |
| 5. Bituminous Tack Coat<br>6. 1½ Inches Asphaltic Concrete Wearing Surface, Type E | 20,063.00 | SY | 3.89 | 78,045.07 |
| **SUBDIVISION STREETS WITHOUT CURB AND GUTTER**<br>***(GAB WILL EXTEND 1' FROM PAVED EDGE)***<br>1. Finish Grade<br>2. 6 Inches Graded Aggregate Base Material<br>3. Prime Coat<br>4. 2 Inches Asphaltic Concrete Binder | 5,089.00 | SY | 11.43 | 58,167.27 |
| 5. Bituminous Tack Coat<br>6. 1½ Inches Asphaltic Concrete Wearing Surface, Type E | 5,089.00 | SY | 3.89 | 19,796.21 |
| **TOTAL** | | | | **$379,672.62** |

97,841.00

**EQUIPMENT RENTAL - IF NEEDED**

1. Motorgrader with operator — $200.00 per hour
2. Loader with operator — $100.00 per hour
3. Dump Truck with operator — $ 50.00 per hour
4. Roller with operator — $ 50.00 per hour

The following notes are an integral part of this agreement:

1. *The above unit pricing is firm for work completed before May 1, 2005, with the exception of possible increases in the cost of liquid asphalt. Due to the current environment of the petroleum market, we are no longer able to provide firm commitments for liquid asphalt into the future. Accordingly, the prices quoted are subject to increases based on the market price of liquid asphalt at the time your work is performed. Notice will be given before work is performed.*

**Cherokee County Government**
Capital Program Management
1130 Bluffs Parkway
Canton, GA 30114
678-493-6077
Fax 678-493-6088

April 22, 2014

Mr. Ron Wills
Senior Bond Claims Specialist
Platte River Insurance Company
1600 Aspen Commons
Middleton, Wisconsin 53562-4719

**CERTIFIED MAIL**

Re: HDP Little Bear, LLC
Little Bear Subdivision
Cherokee County, Georgia
Subdivision Bond Number: 41041355
($97,841.28)

Dear Sirs:

Cherokee County has requested that HDP Little Bear, LLC complete the improvements contained in the above described Subdivision Bond. After several requests, the County feels that they do not plan to complete the improvements.

Therefore, Cherokee County requests Platte River Insurance Company release the funds contained in this Subdivision Bond to the County for completion of all improvements. A copy of the Subdivision Bond is attached.

If any additional information or clarification is required please contact this office at 678-493-6077.

Sincerely,

Geoffrey E. Morton, P.E.
County Engineer

Attachment
Cc: Kenny Phelps
Judith C. Campbell

PLATTE RIVER INSURANCE COMPANY
Administrative Office: P.O. BOX 5900, MADISON, WI 57305

# SUBDIVISION BOND

Bond No. 41041355

KNOW ALL MEN BY THESE PRESENTS, that we HDP-LITTLE BEAR, LLC, as Principal, and PLATTE RIVER INSURANCE COMPANY, a NEBRASKA Corporation authorized to do business in the State of GEORGIA, as Surety, are held and firmly bound unto CHEROKEE COUNTY BOARD OF COMMISSIONERS, as Obligee, in the penal sum of NINETY SEVEN THOUSAND EIGHT HUNDRED FORTY ONE AND 28/100 ($ 97,841.28) DOLLARS, lawful money of the United State of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, HDP-LITTLE BEAR, LLC has agreed to construct in HDP LITTLE BEAR Subdivision, in
CHEROKEE COUNTY, the following improvements ONE INCH TOPPING.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 5th day of September, 2005.

HDP-LITTLE BEAR, LLC (Seal)
Principal

By: _____

PLATTE RIVER INSURANCE COMPANY (Seal)

_____
ROBERT M. HREHOR, Attorney-in-Fact
BDH Associates, Inc
4572 Lawrenceville Highway, Suite 201
Lilburn, Georgia 30047
(770) 564-2999

# CONTINUATION CERTIFICATE

In consideration of premium charged,

**PLATTE RIVER INSURANCE COMPANY** hereby continues in force

BOND No: **41041355**

Dated **January 25th, 2007**

In the amount of
**NINETY SEVEN THOUSAND EIGHT HUNDRED FORTY ONE AND 28/100 ($ 97,841.28)** Dollars

On behalf of **HDP-LITTLE BEAR, LLC**, as Principal,

in favor of **CHEROKEE COUNTY BOARD OF COMMISSIONERS**, for the period

beginning **September 5th, 2006**

and ending **September 5th, 2007** subject to all the terms and conditions of said bond;

PROVIDED that the liability of **PLATTE RIVER INSURANCE COMPANY** shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuations thereof.

Signed and Sealed this **January 25th, 2007**

**PLATTE RIVER INSURANCE COMPANY**

By: Kathy S. Smith

KATHY S. SMITH, Attorney-in-Fact

CAPITOL INSURANCE COMPANIES
1600 Aspen Commons • Middleton, WI 53562-4719 •
P.O. Box 5900 • Madison, WI 53705-0900 •
Phone: (608) 829-4200 • Toll Free: (800) 475-4450 • capitolindemnity.com

Capitol Indemnity Corporation

Capitol Specialty Insurance Corporation

Platte River Insurance Company

Ron Wills, Esq.
Capitol Insurance Companies
1600 Aspen Commons
Middleton, WI 53562-4719
Direct Phone: 770-596-6739
Fax: 608-829-7411
rwills@capitol.net

March 7, 2011

Geoffrey E. Morton, P.E.
Cherokee County Engineering Dept.
1130 Bluffs Parkway
Canton, GA 30114

| | | |
|---|---|---|
| RE: | Claim No.: | 153480-01 |
| | Bond No.: | 41041355 |
| | Surety: | Platte River Insurance Company |
| | Principal: | HDP-Little Bear, LLC |
| | Obligee: | Cherokee County Board of Commissioners |
| | Subdivision: | Little Bear |

Dear Mr. Morton:

Your claim on the above-referenced bond has been acknowledged. We are in the process of establishing a claim file and collecting all the necessary underwriting information regarding the bond issued on behalf of our principal. Additionally, we are pursuing HDP-Little Bear, LLC, demanding they resolve this claim without our further involvement. When communication with our principal is established, we will contact you with our position as a bonding company. If we fail to hear from our principal, we will undergo an evaluation of your claim as it relates to the language of the bond to determine our liability. Your patience and cooperation are greatly appreciated.

I hope you find the forgoing in order. Please do not hesitate to contact me with any questions. Of course, nothing herein should be construed as any admission of liability under the terms of the bonds written for our principal and the surety respectfully reserves unto itself all rights and defenses it now has or may later acquire in this matter.

Very Truly Yours,
Platte River Insurance Company

Ron Wills
Sr. Bond Claims Specialist

CAPITOL INSURANCE COMPANIES
1600 Aspen Commons • Middleton, WI 53562-4719 •
P.O. Box 5900 • Madison, WI 53705-0900 •
Phone: (608) 829-4200 • Toll Free: (800) 475-4450 • capitolindemnity.com

Capitol Indemnity Corporation

Capitol Specialty Insurance Corporation

Platte River Insurance Company

Ron Wills, Esq.
Capitol Insurance Companies
1600 Aspen Commons
Middleton, WI 53562-4719
Direct Phone: 770-596-6739
Fax: 608-829-7411
rwills@capitol.net

March 7, 2011

Geoffrey E. Morton, P.E.
Cherokee County Engineering Dept.
1130 Bluffs Parkway
Canton, GA 30114

| | | |
|---|---|---|
| RE: | Claim No.: | 153478-01 |
| | Bond No.: | 41041354 |
| | Surety: | Platte River Insurance Company |
| | Principal: | HDP-Little Bear, LLC |
| | Obligee: | Cherokee County Board of Commissioners |
| | Subdivision: | Little Bear |

Dear Mr. Morton:

I am in receipt of your letter of January 25, 2011 wherein you assert a claim against the above-referenced bond provided on behalf of our principal. Accordingly, the surety has undertaken an independent investigation of your claim.

The above-referenced bond is a fifteen (15) month term Maintenance Bond with an inception date of September 5, 2005. The bond was extended one time for an additional twelve (12) month period running from December 5, 2006 through December 5, 2007. No other extensions were issued. The bond expired on December 5, 2007.

This bond has been expired for over 3 years.

Accordingly, for the above stated reason, I must respectfully deny your bond claim at this time. However, if you have legal authority or undisclosed facts which are contrary to the conclusion reached in my investigation, and which would tend to support your claim, please forward them to my attention immediately.

I hope you find the forgoing in order. Please do not hesitate to contact me with any questions. Of course, nothing herein should be construed as any admission of liability under the terms of the bonds written for our principal and the surety respectfully reserves

CAPITOL INSURANCE COMPANIES
1600 Aspen Commons • Middleton, WI 53562-4719 •
P.O. Box 5900 • Madison, WI 53705-0900 •
Phone: (608) 829-4200 • Toll Free: (800) 475-4450 • capitolindemnity.com





unto itself all rights and defenses it now has or may later acquire in this matter.

Very Truly Yours,
Platte River Insurance Company

Ron Wills
Sr. Bond Claims Specialist

**Cherokee County Government**
Engineering Department
1130 Bluffs Parkway
Canton, GA 30114
678-493-6077
Fax 678-493-6088

January 25, 2011

Platte River Insurance Company
1600 Aspen Commons
Middleton, Wisconsin 53562-4719

**CERTIFIED MAIL**

Re: Little Bear Subdivision
HDP – Little Bear, LLC
**Maintenance Bond No. 41041354 &**
**Subdivision Bond No. 41041355**

Dear Sirs:

Cherokee County is requesting that Platte River Insurance Company release the Maintenance Bond and Subdivision Bond that it holds in the name of HDP – Little Bear, LLC, Principal, in the amounts of $111,857.00 and $97,841.28, respectively, to Cherokee County, Georgia, for the completion of the public improvements and final asphalt surface course on the streets in the Little Bear Subdivision.

Cherokee County has been informed that HDP – Little Bear, LLC, has filed for bankrupcy. Cherokee County will, therefore, attempt to complete the public improvement with the funds available in the referenced bonds.

If any you have any questions or require additional information, please contact us at 678-493-6077.

Sincerely,

Geoffrey E. Morton, P.E.
County Engineer

Cc: Jennifer Morgan, Capitol Insurance Companies
1301 Hightower Trail, Suite 370
Atlanta, Georgia 30350-2919

**Cherokee County Government**
Engineering Department
130 East Main Street
Suite 106
Canton, GA 30114
678-493-6077
Fax 678-493-6088

July 24, 2008

Platte River Insurance Company
1600 Aspen Commons
Middleton, Wisconsin 53562-4719

Re: Little Bear Subdivision
HDP – Little Bear, LLC
**Subdivision Bond No. 41041355**

**CERTIFIED MAIL**

Dear Sirs:

Cherokee County is requesting that Platte River Insurance Company release the Subdivision Bond that it holds in the name of HDP – Little Bear, LLC, Principal, in the amount of $97,841.28 to Cherokee County for the completion of the final asphalt surface course on the streets in the Little Bear Subdivision.

Cherokee County has been informed that HDP – Little Bear, LLC, has filed for bankrupcy. Cherokee County will, therefore, attempt to complete the surface course with the funds available in the referenced Subdivision Bond. This bond is for the completion of the final asphalt surface course on the streets in the Little Bear Subdivision.

If any you have any questions or require additional information, please contact us at 678-493-6077.

Sincerely,

Geoffrey E. Morton, P.E.
County Engineer

Cc: Kenny Phelps
Priscilla Hamilton
Russell Simmons
Angie Davis, Jarrard & Davis, LLC

**Cherokee County Government**
Engineering Department
130 East Main Street
Suite 106
Canton, GA 30114
678-493-6077
Fax 678-493-6088

July 24, 2008

Platte River Insurance Company
1600 Aspen Commons
Middleton, Wisconsin 53562-4719

Re: Little Bear Subdivision
HDP – Little Bear, LLC
**Maintenance Bond No. 41041354**

**CERTIFIED MAIL**

Dear Sirs:

Cherokee County is requesting that Platte River Insurance Company release the Maintenance Bond that it holds in the name of HDP – Little Bear, LLC, Principal, in the amount of $111,857.00 to Cherokee County for the completion of the streets and public improvements in the Little Bear Subdivision.

Cherokee County has been informed that HDP – Little Bear, LLC, has filed for bankrupcy. Cherokee County will, therefore, attempt to complete the project with the funds available in the referenced Maintenance Bond. This bond is for the completion of maintenance for dedicated streets and other public improvements in the Little Bear Subdivision.

If any you have any questions or require additional information, please contact us at 678-493-6077.

Sincerely,

Geoffrey E. Morton, P.E.
County Engineer

Cc: Kenny Phelps
Priscilla Hamilton
Russell Simmons
Angie Davis, Jarrard & Davis, LLC

PLATTE RIVER INSURANCE COMPANY
Administrative Office: P.O. BOX 5900, MADISON, WI 57305

# SUBDIVISION BOND

Bond No. 41041355

**KNOW ALL MEN BY THESE PRESENTS**, that we **HDP-LITTLE BEAR, LLC**, as Principal, and **PLATTE RIVER INSURANCE COMPANY**, a **NEBRASKA** Corporation authorized to do business in the State of **GEORGIA**, as Surety, are held and firmly bound unto **CHEROKEE COUNTY BOARD OF COMMISSIONERS**, as Obligee, in the penal sum of **NINETY SEVEN THOUSAND EIGHT HUNDRED FORTY ONE AND 28/100** ($ 97,841.28) DOLLARS, lawful money of the United State of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, **HDP-LITTLE BEAR, LLC** has agreed to construct in **HDP LITTLE BEAR** Subdivision, in
**CHEROKEE COUNTY**, the following improvements **ONE INCH TOPPING**.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this **5th** day of **September**, **2005**.

**HDP-LITTLE BEAR, LLC** (Seal)
Principal

By: _____

**PLATTE RIVER INSURANCE COMPANY** (Seal)

_____
**ROBERT M. HREHOR**, Attorney-in-Fact
BDH Associates, Inc
4572 Lawrenceville Highway, Suite 201
Lilburn, Georgia 30047
(770) 564-2999

# CONTINUATION CERTIFICATE

In consideration of premium charged,

**PLATTE RIVER INSURANCE COMPANY** hereby continues in force

BOND No: **41041355**

Dated **January 25th, 2007**

In the amount of
**NINETY SEVEN THOUSAND EIGHT HUNDRED FORTY ONE AND 28/100 ($ 97,841.28)** Dollars

On behalf of **HDP-LITTLE BEAR, LLC**, as Principal,

in favor of **CHEROKEE COUNTY BOARD OF COMMISSIONERS**, for the period

beginning **September 5th, 2006**

and ending **September 5th, 2007** subject to all the terms and conditions of said bond;

PROVIDED that the liability of **PLATTE RIVER INSURANCE COMPANY** shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuations thereof.

Signed and Sealed this **January 25th, 2007**

**PLATTE RIVER INSURANCE COMPANY**

By: Kathy S. Smith
KATHY S. SMITH, Attorney-in-Fact

PLATTE RIVER INSURANCE COMPANY

Bond No: **41041354**

# MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **HDP-LITTLE BEAR, LLC**, as Principal and **PLATTE RIVER INSURANCE COMPANY**, a corporation organized under the laws of the State of **NEBRASKA** with principal office at **MADISON, WI 57305**, as Surety, are held and firmly bound unto **CHEROKEE COUNTY BOARD OF COMMISSIONERS**, hereinafter called the Obligee, in the penal sum of **ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED FIFTY SEVEN AND 00/100, ($ 111,857.00 )** Dollars for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Date this **5th** day of **September, 2005**.

Whereas, the said Principal has heretofore entered into a contract with the Obligee above named for **HDP LITTLE BEAR**

And, whereas, the work called for under said contract has now been completed and accepted by said Obligee.

Now, therefore, the condition of this obligation is such, that if said Principal shall Indemnify the Obligee against any loss or damage indirectly arising by reason of any defect in the material or workmanship which may be discovered within the **15** months beginning **9/05/2005** through **12/05/2006**, then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

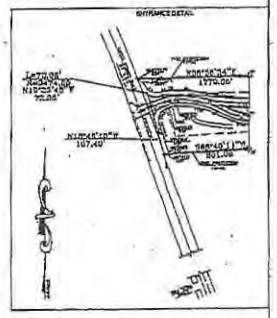
Provided, however, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by Registered Mail, at the mailing address of **P.O. BOX 5900, MADISON, WI 57305** promptly and in any event within thirty (30) days after the Obligee or his representative any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

**HDP-LITTLE BEAR, LLC**
Principal Name

By: Carol M Lashew, Member

**PLATTE RIVER INSURANCE COMPANY**
Surety Name

By: Kathy S. Smith
**KATHY S. SMITH**, Attorney-in-Fact
BDH Associates, Inc.
4572 Lawrenceville Hwy., Suite 201
Lilburn, GA 30047
(770) 564-2999



Filed in 10/12/2005 8:29:00 AM
Office Clerk of Superior Court Cherokee County, GA
Plat BK 87 Page 42
Patty Baker

FINAL CONSERVATION SUBDIVISION PLAT

## LITTLE BEAR SUBDIVISION

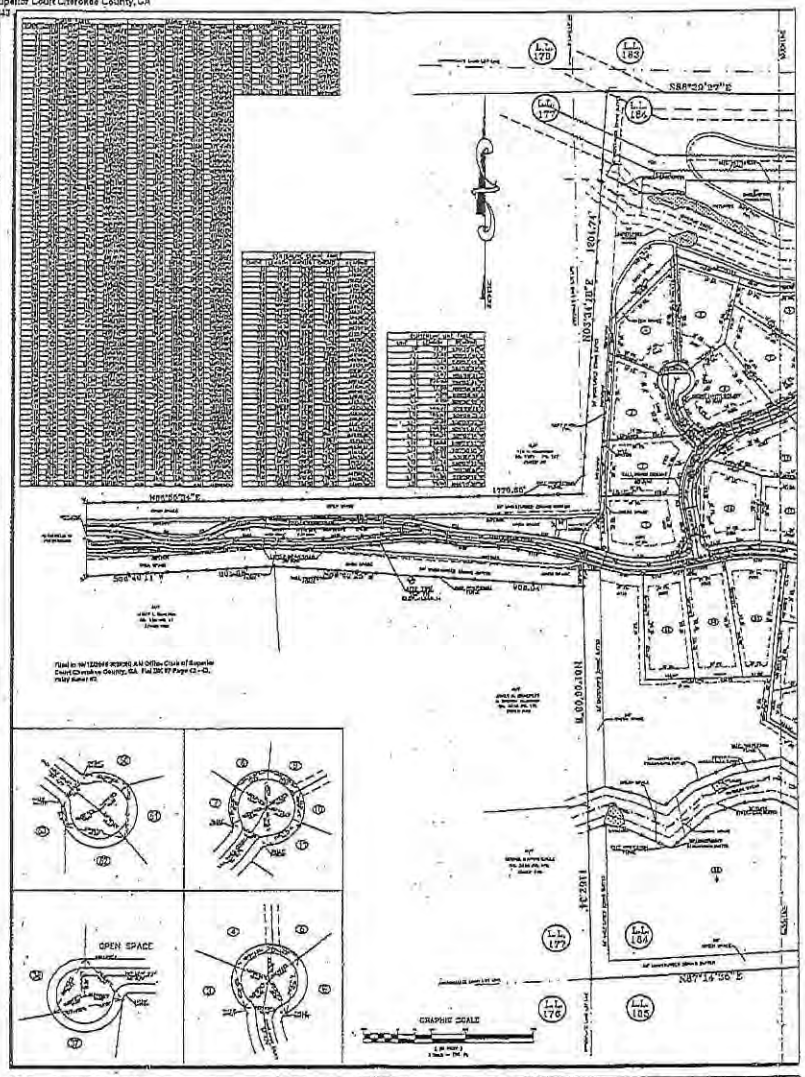
LOCATED IN LAND LOT 177 & 184
14TH DISTRICT 2ND SECTION
CHEROKEE COUNTY, GEORGIA

LITTLE BEAR SUBDIVISION

SOLAR LAND SURVEYING COMPANY

ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED

Filed in 10/12/2005 9:29:00 AM
Office Clerk of Superior Court Cherokee County, GA
Plat BK 67 Page 43
Patty Baker



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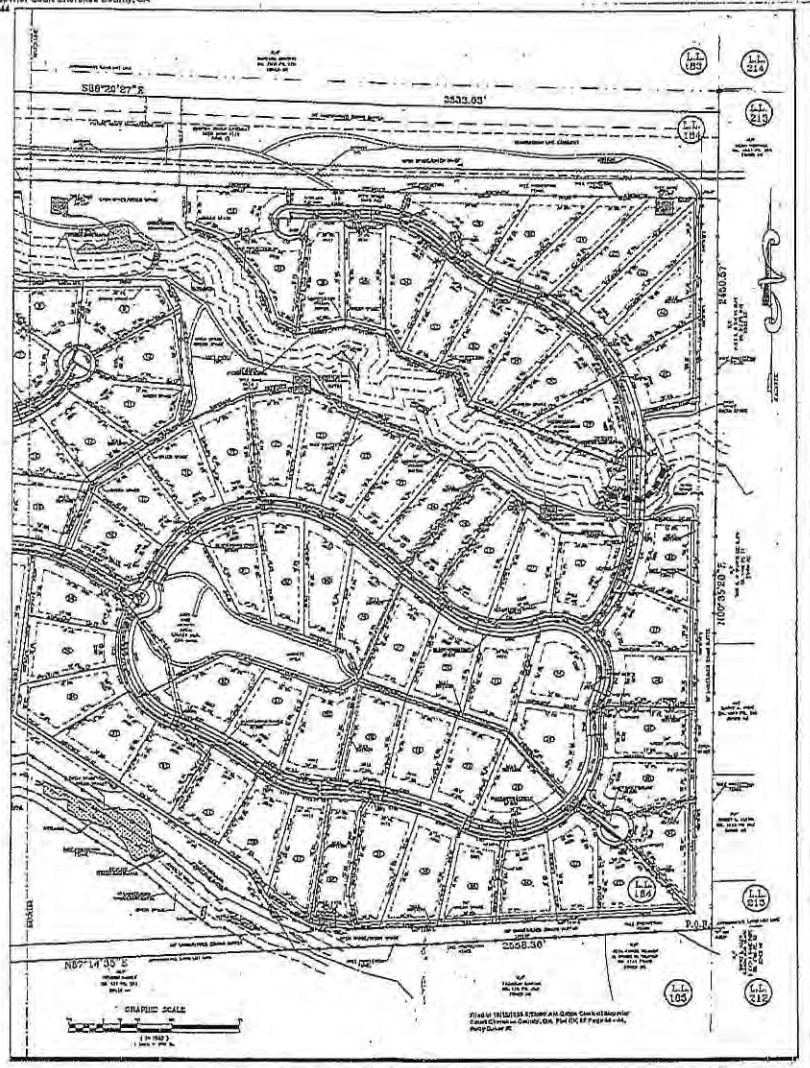
Plat BK 57 Page 44
Patty Baker




LITTLE BEAR SUBDIVISION

SOLAR LAND SURVEYING COMPANY

ALL MATTERS PERTAINING TO EASE ARE EXCLUDED

# Cherokee County, Georgia
## Agenda Request

SUBJECT: Suntrust Loan Renewal for CCDA MEETING DATE: 11/18/2014

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Consider approving the renewal of the Suntrust Loan for Cherokee County Development Authority land held for economic development and the related budget amendment.

FACTS AND ISSUES:

In 2009, the Cherokee County Development Authority entered into a 5.35% five year loan agreement with Suntrust for $5,500,000 to finance land off Hwy 92 held for economic development (the "Business Park Project"). The loan period has expired and only a portion of the land has been sold. We recommend renewing the balance of the loan for five years at a new principal amount of $4,173,158.64 and an interest rate of 3.93%. The new loan amount is calculated as:

| | |
|---|---|
| Original Loan Amount: | $5,500,000.00 |
| Principal Payments through 11/1/2014: | ($ 891,941.36) |
| Repayment from Land Sale: | ($ 434,900.00) |
| Loan Balance for Renewal: | $4,173,158.64 |

The debt service on this renewal would be $371,782.51 in 2015; $448,433.00 has been budgeted.

BUDGET: N/A

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 |
|---|---|---|---|
| 23190 | 389000 | Use of Reserves | (76,650.49) |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(76,650.49)

**EXPENDITURES:**

| Department Org Code | Object | Account Name | Amount |
|---|---|---|---|
| 27512000 | 581100 | Bond Principal | (19,896.47) |
| 27512000 | 582100 | Bond Interest | (56,754.02) |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(76,650.49)

**PURPOSE OF TRANSFER/ AMENDMENT**

The Suntrust Loan for $5.5M is being renewed at a lower loan balance and lower interest rate. This will drive savings in debt service accounts so the budget is being amended to reduce expenditures and add to fund reserves.

**Department Head Approval:** Janelle Funk

**County Manager Approval:** _____

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

# CLOSING MEMORANDUM

**AMENDMENT TO**
**UP TO $5,500,000**
**CHEROKEE COUNTY DEVELOPMENT AUTHORITY**
**PROMISSORY NOTE**
**(BUSINESS PARK PROJECT)**

**November ___, 2014**

1. Copy of Amendment to Promissory Note
2. Closing Certificate of the County, with Resolution of the Board of Commissioners
3. Closing Certificate of the Authority, with Resolution of the Authority
4. Intergovernmental Contract
5. Assignment of Intergovernmental Contract
6. Amendment to Deed to Secure Debt
7. Accountant's Parity Certificate, with Affidavit of Tax Commissioner attached as Exhibit "A"
8. DCA Debt Issuance Report
9. Title Affidavit
10. Certificate of Title

# AMENDMENT TO PROMISSORY NOTE

This Amendment to Promissory Note (this "Amendment"), made and entered into as of this ___ day of November, 2014, by and between CHEROKEE COUNTY DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Georgia ("Borrower") and SUNTRUST BANK ("Lender");

WITNESSETH:

WHEREAS, Lender has made to Borrower a loan in the principal face amount of $5,500,000.00 (the "Loan") pursuant to the terms and conditions of that certain Promissory Note, dated September 1, 2009 made by Borrower to the order of Lender (the "Note");

WHEREAS, Lender and Borrower desire to amend the terms of the Note, as provided herein;

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby amend the Note as follows:

1. Borrower acknowledges that the total outstanding unpaid principal balance under the Note as of the date hereof is $4,173,158.64.

2. The Maturity Date of the Note is hereby extended to February 1, 2020.

3. The scheduled principal and interest payments due on the Note are hereby modified to be a monthly principal and interest payment in the amount of $30,722.17 each, commencing January 1, 2015, and continuing on the first day of each calendar month thereafter, with a final installment of $3,015,067.18, due on the Maturity Date of the Note; provided, however, that on the Maturity Date there shall be due and payable all unpaid principal and accrued interest on the Note and all other amounts payable under the Note.

4. The rate of interest charged on the Note is hereby modified to be 3.93% per annum. The Interest shall continue to be calculated on the basis of the actual number of days elapsed and a 360-day year.

5. Items 6(b) and 6(c) of the Note are hereby deleted and replaced with the following: (b) the Assignment of Intergovernmental Contract dated as of even date herewith from Authority to Lender (the "Assignment"), and (c) the Intergovernmental Contract dated as of even date herewith between Cherokee County, Georgia (the "County") and Authority and assigned by Authority to Lender under the Assignment.

6. Any capitalized terms used herein which are not specifically defined shall have the same meaning ascribed to them in the Note.

7. Except as modified hereby, the Note shall remain in full force and effect as originally executed without amendment or modification. Borrower hereby ratifies and affirms its obligations under the Note, and Borrower further acknowledges and agrees that Borrower has no offsets, counterclaims or defenses to Borrower's obligations under the Note. Any and all references to the "Note" in the Loan Documents shall mean and refer to the Note as modified by this Amendment. Nothing contained herein shall be construed to constitute a novation of the Note or Loan Documents.

IN WITNESS WHEREOF Borrower and Lender have executed and delivered this Amendment as of the date first written above.

"BORROWER"

CHEROKEE COUNTY DEVELOPMENT AUTHORITY

By:_____ (SEAL)
Chairman

Attest:_____ (SEAL)
Secretary

"LENDER"

SUNTRUST BANK

By:_____ (SEAL)
Name:_____
Its:_____

(BANK SEAL)

# COUNTY CLOSING CERTIFICATE

The undersigned, DOES HEREBY CERTIFY that he is the duly elected, qualified and acting Officer as indicated by his title below of Cherokee County, Georgia (the "County"),

AND FURTHER CERTIFIES as follows:

1. The County is a political subdivision of the State of Georgia.

2. No litigation or proceeding of any kind is now pending or threatened in any court or other public body to restrain or enjoin or in any manner contesting, questioning or affecting (i) the terms, provisions, enforceability or validity of (a) the Resolution of the Board of Commissioners of the County adopted on November ___, 2014 (the "Resolution"); or (b) the Intergovernmental Contract dated as of November ___, 2014 (the "Intergovernmental Contract"), between Cherokee County Development Authority (the "Authority") and the County; or (ii) the power of the County to carry out the transactions contemplated by the Intergovernmental Contract.

3. The Intergovernmental Contract has been duly authorized, executed and delivered by the County, there exists no default thereunder, and is in full force and effect and constitutes the valid, legal and enforceable obligation of the County, and the County is entitled to the benefits of the same.

4. The County's execution and delivery of the Intergovernmental Contract and its compliance with the provisions thereof and performance of the covenants contained therein, do not and will not conflict with or constitute on the part of the County a violation of, breach of, or default under any existing constitutional provision, statute, court or administrative regulation or order, agreement or other instrument to which the County is subject or a party or by which the County is bound.

5. Attached hereto and marked Exhibit "A" is a true and correct copy of the Resolution duly adopted on November ___, 2014, by the Board of Commissioners of the County in accordance with the County's procedures and the provisions of law, and said Resolution has not been amended, altered, or revoked and is in full force and effect, and appears of public record in the minute books of the County.

WITNESS my hands and the official seal of the County as of this November _____, 2014.

[SEAL]

_____
Title:

I do hereby certify that the individual signing above is the incumbent Officer of Cherokee County, Georgia, as shown by the title below his signature, and that his true signature appears above.

_____
Clerk, Board of Commissioners

RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHEROKEE COUNTY, GEORGIA APPROVING AND AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL CONTRACT WITH CHEROKEE COUNTY DEVELOPMENT AUTHORITY; APPROVING THE EXECUTION OF A CHEROKEE COUNTY DEVELOPMENT AUTHORITY AMENDMENT TO PROMISSORY NOTE; AND FOR RELATED PURPOSES

WHEREAS, Cherokee County Development Authority (the "Authority") was duly created and is validly existing pursuant to the amendment to the Constitution of Georgia appearing at Ga. Laws 1965, pp. 938 *et seq.*, as continued (the "Act"); and

WHEREAS, under the Act, the Authority has, among others, the powers to borrow money and to encourage and promote the expansion and development of industrial and commercial facilities in Cherokee County so as to relieve insofar as possible unemployment within its boundaries; and

WHEREAS, the operation of certain real property off Highway 92 as a business park is hereby determined to satisfy such purposes and will relieve unusual unemployment conditions; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality or other municipal corporation of the State of Georgia to enter into an agreement, for a period not exceeding 50 years, with another county, municipality or municipal corporation or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such Intergovernmental Contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to refinance the costs of the Project through the execution of an Amendment to Promissory Note (the "Amendment"), which amends that certain Cherokee County Development Authority Promissory Note (Business Park Project), dated September 1, 2009, in the principal amount of up to $5,500,000 (the "Note"); and

WHEREAS, the Authority and the County propose to enter into an Intergovernmental Contract (the "Intergovernmental Contract") with respect to the "Project" (as described therein), and the County will agree to pay to the Authority certain amounts as required to make the payments due with respect to the Note.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County, Georgia as follows:

Section 1. The execution, delivery and performance of the Intergovernmental Contract be and the same are hereby authorized. The Chairman, Vice Chairman or County Manager is hereby authorized to execute and deliver such Intergovernmental Contract on behalf

of the County, which Intergovernmental Contract shall be in substantially the form attached hereto as Exhibit "A" with such changes, insertions or omissions as may be approved by the Chairman, Vice Chairman or County Manager of the County, and the execution of the Intergovernmental Contract by the Chairman, Vice Chairman or County Manager of the County as hereby authorized shall be conclusive evidence of any such approval.

Section 2. The Board of Commissioners of the County acknowledges that it has received a copy of the form of Amendment and the Assignment of Intergovernmental Contract whereby payments by the County under the Intergovernmental Contract will be assigned to SunTrust Bank for the payment of the Note, and hereby approves the terms and provisions thereof, and authorizes the Chairman, Vice Chairman or County Manager to execute acknowledgments and consents to such documents.

Section 3. In connection with the execution and delivery of the Intergovernmental Contract, the proper officers, agents and employees of 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 to carry out and comply with the provisions of the Intergovernmental Contract and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the execution of the Amendment and the execution, delivery and performance of the Intergovernmental Contract.

Section 4. All acts and doings of the County which are in conformity with the purposes and intents of this Resolution and in furtherance of the issuance of the Intergovernmental Contract shall be, and the same hereby are, in all respects, approved and confirmed.

Section 5. This Resolution shall take effect immediately upon its adoption.

Adopted this November ___, 2014.

**BOARD OF COMMISSIONERS OF CHEROKEE COUNTY, GEORGIA**

By:_____
Chairman

Attest:

_____
Clerk

(SEAL)

**Exhibit "A"**

**INTERGOVERNMENTAL CONTRACT**

## CLERK'S CERTIFICATE

I, the undersigned County Clerk of Cherokee County, Georgia (the "County"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution, which resolution was adopted by the Board of Commissioners of Cherokee County, Georgia in a meeting duly called and assembled on November ___, 2014, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution and said Intergovernmental Contract have been recorded in the minute book of the Board of Commissioners which is in my custody and control.

Witness my hand and seal of the Board of Commissioners, this November ___, 2014.

_____

Clerk, Cherokee County, Georgia

(SEAL)

# AUTHORITY CLOSING CERTIFICATE

We, the undersigned, DO HEREBY CERTIFY that we are the duly elected, qualified and acting officers of Cherokee County Development Authority (the "Authority"), that set forth below are our official titles and genuine signatures and that we have this date officially signed the Amendment to Promissory Note (the "Amendment"), which amends that certain Cherokee County Development Authority Promissory Note (Business Park Project) in the principal amount of $5,500,000, dated September 1, 2009 (the "Note").

WE FURTHER CERTIFY as follows:

1. Authority is a public body corporate and politic, duly created and existing under the provisions of the amendment to the Constitution of Georgia appearing at Ga. Laws 1965, pp. 938 *et seq.*, as continued (the "Act").

2. The Authority is composed of seven members duly appointed pursuant to the terms of the Act, who are currently serving.

3. No litigation or proceeding of any kind is now pending or threatened in any court or other public body to restrain or enjoin the issuance or delivery of the Amendment by the Authority or in any manner contesting, questioning or affecting (i) the terms, provisions, enforceability or validity of (a) the Note, or (b) the Resolution of the Authority adopted on November ___, 2014, with respect to the execution of the Amendment (the "Resolution"); or (c) the Assignment of Intergovernmental Contract dated as of O November ctober ___, 2014 (the "Assignment") from the Authority to SunTrust Bank (the "Lender"); or (d) the Intergovernmental Contract dated as of November ___, 2014 (the "Intergovernmental Contract") between the Authority and Cherokee County, Georgia (the "County"); or (e) the Amendment to Deed to Secure Debt dated as of November ___, 2014 from the Authority to the Lender (the "Deed to Secure Debt") (the Assignment, the Intergovernmental Contract and the Deed to Secure Debt being hereinafter sometimes referred to as the "Note Documents"); (ii) the proceedings and authority under which the Amendment is executed; (iii) the power of the Authority to carry out the transactions contemplated by the Note Documents; or (iv) the legal existence of the Authority or the titles of the present officers to their respective offices.

4. No authority or proceedings for the execution of the Amendment have been modified, repealed, revoked or rescinded, and the Resolution is in full force and effect.

5. The Amendment has been duly authorized, executed and delivered by the Authority and constitutes the legal, valid and binding special obligation of the Authority.

6. The Note Documents, respectively, have been duly authorized, executed and delivered by the Authority, there exists no default thereunder, and each is in full force and effect and constitutes the valid, legal and enforceable obligations of the Authority, and the Authority is entitled to the benefits of the same.

7. The Intergovernmental Contract has been assigned by the Authority to the Lender under the Assignment.

8. The Authority's execution and delivery of the Note Documents and all other agreements contemplated thereby, and its compliance with the provisions thereof and performance of the covenants contained therein, do not and will not conflict with or constitute on the part of the Authority a violation of, breach of, or default under any existing constitutional provision, statute, court or administrative regulation or order, agreement or other instrument to which the Authority is subject or a party or by which the Authority is bound. No member or employee of the Authority has a pecuniary interest, either direct or indirect, in the transaction for which the Amendment is executed.

9. The seal which has been impressed or imprinted upon the Amendment, the Note Documents and this certificate is the legally adopted, proper and only official seal of the Authority.

10. Each of the representations and warranties of the Authority contained in the Note Documents is true, accurate and complete in all material respects on the date hereof.

11. Attached hereto and marked Exhibit "A" is a true and correct copy of the Resolution of the Authority adopted at a meeting held on November ___, 2014, for which due and reasonable public notice was given in accordance with the Authority's procedures and the provisions of law, duly assembled, at which a quorum was present and acting throughout, and said Resolution has not been amended, altered, or revoked and is in full force and effect, and appears of public record in the minute book of the Authority which are in our custody and care.

12. The individual signing below as Secretary certifies that the individual signing below as Chairman is the incumbent officer in that office, and that the signature of such officer is genuine.

13. The individual signing below as Chairman certifies that the individual signing below as Secretary is the incumbent officer in that office, and that the signature of such officer is genuine.

WITNESS our hands and the official seal of the Authority this November ___, 2014.

| Official Title | Signature |
|---|---|
| Chairman | _____ |
| Secretary | _____ |

[SEAL]

# RESOLUTION

WHEREAS, Cherokee County Development Authority (the "Authority") was duly created and is validly existing pursuant to the amendment to the Constitution of Georgia appearing at Ga. Laws 1965, pp. 938 *et seq.*, as continued (the "Act"); and

WHEREAS, under the Act, the Authority has, among others, the powers to borrow money and to encourage and promote the expansion and development of industrial and commercial facilities in Cherokee County so as to relieve insofar as possible unemployment within the boundaries; and

WHEREAS, the operation of certain real property off Highway 92 as a business park is hereby determined to satisfy such purposes and will relieve unusual unemployment conditions; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality or other municipal corporation of the State of Georgia to enter into an agreement, for a period not exceeding 50 years, with another county, municipality or municipal corporation or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such Intergovernmental Contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to refinance costs of the Project through the execution of an Amendment to Promissory Note (the "Amendment") which amends that certain Cherokee County Development Authority Promissory Note (Business Park Project), dated September 1, 2009, in the principal amount of up to $5,500,000 (the "Note") to SunTrust Bank and its successors and assigns (the "Lender") to evidence a loan to be made for such purpose; and

WHEREAS, the Authority and the County propose to enter into an Intergovernmental Contract (the "Intergovernmental Contract") with respect to the "Project" (as described therein), and the County will agree to pay to the Authority certain amounts as required to make the payments due with respect to the Note; and

WHEREAS, the Authority will deliver the Assignment of Intergovernmental Contract (the "Assignment") to the Lender to secure the Note.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. For the purpose of refinancing the Project, the execution of the Amendment to the Lender is hereby authorized. The Note shall mature, bear interest and be payable as set forth in the form of Amendment attached hereto as Exhibit A and made a part

hereof by this reference. The delivery of the Amendment to the Lender and the refinancing of the Project hereby are authorized.

Section 2. The refinancing of the costs of the Project is a lawful and valid public purpose in that it will further the purposes intended to be served by the Act. The payments to be received by the Authority for such purpose pursuant to the terms of the Intergovernmental Contract are determined to be sufficient to pay the amounts to become due on the Note, and the Project is determined to be self-liquidating. The Intergovernmental Contract and the payments to be received thereunder for such purpose are pledged and assigned to the Lender as security for the payment of the amounts to become due on the Note. The Lender shall be entitled to receive and collect all payments, revenues and receipts paid or owing to the Authority for such purpose, as is more fully set forth in the Assignment.

Section 3. The Authority's execution, delivery and performance of and under the Intergovernmental Contract and the Assignment hereby are authorized. The Intergovernmental Contract and the Assignment shall be in substantially the forms attached hereto as Exhibits "B" and "C" respectively subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Authority, and the execution of the Intergovernmental Contract and the Assignment by the Chairman or Vice Chairman of the Authority and the attestation of the Secretary of the Authority, which is hereby authorized, ratified and confirmed, shall be conclusive evidence of any such approval.

Section 4. The execution and delivery of the Amendment in the manner provided herein are hereby authorized. Anything herein or therein to the contrary notwithstanding, the Vice Chairman of the Authority is authorized to execute the Amendment in the event of the absence or incapacity of the Chairman of the Authority.

Section 5. The Chairman, or in his absence, the Vice Chairman, of the Authority is hereby authorized, empowered and directed to accept other assignments, instruments and lease agreements necessary in order to effectuate the purposes of the transactions herein described, and to do and perform all other actions and things, including but not limited to the execution, delivery and compliance with all other agreements, documents, undertakings, certificates, filings, financing statements, recordings, instruments, certified proceedings and closing papers ("Additional Documents") relating to the transactions contemplated by the foregoing, and to execute and deliver any deeds or other documents in connection with the disposition of the Project or portions thereof as contemplated by the Intergovernmental Contract; and the Secretary of the Authority is authorized, empowered and directed to attest the signatures of such Chairman or Vice Chairman, as and if necessary, with the signatures of such officers to be conclusive evidence of their authority to do and perform such actions and things and to execute, deliver and seal such Additional Documents.

Section 6. All acts and doings of the officers of the Authority which are in conformity with the purposes and intents of this Resolution and in the furtherance of the refinance of the Note and the related documents shall be, and the same hereby are, in all respects approved and confirmed.

Section 7. If any one or more of all agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall in no way affect the validity of any of the other agreements and provisions hereof or of the Note authorized hereunder.

Section 8. All resolutions or parts thereof of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Adopted this November ___, 2014.

**CHEROKEE COUNTY DEVELOPMENT AUTHORITY**

Attest:

_____ Secretary

By: _____ Chairman

## SECRETARY'S CERTIFICATE

I, _____, Secretary of Cherokee County Development Authority, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on November ___, 2014, by the said Authority in a meeting duly called and assembled, after due and reasonable public notice given in accordance with the procedures of the said Authority and the provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears of public record in the minute book of the Authority which is in my custody and control.

Given under my hand and seal of the aforementioned Authority, this November ___, 2014.

_____
Secretary,
Cherokee County Development Authority

[SEAL]

# INTERGOVERNMENTAL CONTRACT

This **INTERGOVERNMENTAL CONTRACT**, made and entered into as of November ___, 2014, by and between Cherokee County, Georgia (the "County"), a political subdivision of the State of Georgia, and the Cherokee County Development Authority (the "Authority"), a public corporation duly created and existing under the laws of the State of Georgia;

**W I T N E S S E T H:**

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the County and the Authority do hereby agree, as follows:

## ARTICLE I

## DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings set forth below. When used herein, such words and terms shall have the meanings given to them in this Article I defining such words and terms, unless the context or use clearly indicates otherwise.

"**Additional Contract**" means a contract or supplemental agreement between the County and the Authority or any other development authority which is now existing or which may hereafter be created or activated, pursuant to the terms of which a payment obligation is created or expanded from the County to any such authority.

"**Amendment**" means that certain Amendment to Promissory Note in substantially the form attached hereto as Exhibit "1".

"**Contract**" means this Contract between the County and the Authority, as it may be supplemented and amended from time to time in accordance with the provisions hereof.

"**Contracts**" means this Contract, the Prior Contracts and all Additional Contracts.

**"Note"** means the $5,500,000 principal face amount Cherokee County Development Authority Promissory Note (Business Park Project), made payable to SunTrust Bank, and its successors and assigns, as holder, as modified by the Amendment.

"**Prior Contracts**" means (1) the Intergovernmental Contract, dated as of September 1, 1997, between the Development Authority of Cherokee County and the County; and (2) the Intergovernmental Solid Waste Contract, dated as of September 1, 2007, between the County and the Resource Recovery Development Authority of Cherokee County; and (3) the Intergovernmental Contract, dated as of November 30, 2010, between the Authority and the

County; as each of the same may be supplemented and amended from time to time in accordance with the provisions thereof.

## ARTICLE II

## REPRESENTATIONS

**Section 2.1. Representations of the County.** The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) There exists a need in the County to continue the operation of the Land as the site for a business park, so as to provide more job opportunities and relieve unusual unemployment in the County and to otherwise support and expand the economy of the County, and the operation of the Land as herein contemplated is a desirable method to meet such need.

(b) The Authority has represented to the County that the assistance by the County in refinancing the acquisition of the Land by the Authority is of critical importance to the Authority.

(c) The County has determined that the refinancing of the Land by the Authority would be in the best interest of the County and the inhabitants thereof and that the same will achieve valid public purposes and will develop trade, commerce, industry and employment opportunities for the benefit of the County and the inhabitants thereof.

(d) The County has determined that the best method of refinancing the cost of the acquisition of the Land is for the same to be accomplished by the Authority with the cooperation of the County in the manner provided for in this Contract.

(e) The County is permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, to contract for any period not exceeding fifty years with the Authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment. In addition, the County is authorized by Section 48-5-220(20) of the Official Code of Georgia Annotated to levy and collect ad valorem property taxes upon all taxable property within its territorial limits for the public purpose of providing financial assistance to the Authority for the purpose of developing trade, commerce, industry and employment opportunities, provided that such tax does not exceed one mill per dollar upon the assessed value of such property.

(f) Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia of 1983 provides that the development of trade, commerce, industry and employment opportunities is a public purpose vital to the welfare of the people of the State of Georgia.

(g) The County has the power to enter into this Contract and perform all obligations contained herein, and has, by proper action, duly authorized the execution and delivery of this Contract.

(h) The County represents that there is not presently in force and effect any other contract or agreement which obligates the County to levy the one mill ad valorem tax authorized by Section 48-5-220(20) of the Official Code of Georgia Annotated, to provide revenues to fulfill the County's obligations under such contract or agreement, except for the Prior Contracts.

**Section 2.2. Representations of the Authority.** The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a public corporation duly created and existing under the laws of the State of Georgia for the purpose of encouraging and promoting the expansion and development of industrial and commercial facilities in Cherokee County so as to relieve insofar as possible unemployment within its boundaries. The Authority is specifically empowered (1) to borrower money, to issue notes, bonds and revenue obligations, to execute trust agreements or indentures, and to sell, convey mortgage, pledge and assign any and all of its funds, property, contract rights and income as security therefor; and (2) to contract with political subdivisions of the State of Georgia and with private persons and corporations.

(b) The Authority has determined that the refinance of the Note as contemplated herein is a lawful and valid public purpose in that it will encourage and promote the expansion and development of industrial and commercial facilities in Cherokee County so as to relieve insofar as possible unemployment within its boundaries.

(c) The Authority has the power to enter into this Contract and perform all obligations contained herein, and has, by proper action, been duly authorized to execute and deliver this Contract.

(d) The Authority hereby warrants that it is not subject to any bylaw or contractual or other limitation or provision of any nature whatsoever which in any way limits, restricts or prevents it from entering into this Contract and performing its obligations hereunder.

(e) The Authority has found and determined and does hereby declare that the most feasible way to refinance the Note and to achieve the public purposes referred to in this Contract is to enter into the Amendment and to pledge to the holder of the Note the payments which the County has agreed to make to the Authority pursuant to the provisions of Section 5.1 of this Contract.

## ARTICLE III

## TERM OF CONTRACT; CONTRACT AS SECURITY FOR NOTE

**Section 3.1. Term.** The term of this Contract shall commence with the execution and delivery hereof and shall extend until 91 days after the principal of and interest on the Note have been paid in full, but in no event shall the term hereof exceed fifty years from the date hereof. The obligations of the County set forth in Section 5.1(b) hereof shall survive the termination of this Contract, but in no event shall extend beyond fifty years from the date hereof.

**Section 3.2. <u>This Contract as Security for the Note</u>.** The parties hereto agree and intend that:

(a) This Contract shall constitute security for the benefit of the holder of the Note and the obligations of the County hereunder shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim, except for payment, it may otherwise have against the Authority or the holder of the Note. The County agrees that it shall not (i) withhold, suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue any payments provided for in Section 5.1 hereof, (ii) fail to observe any of its other agreements contained in this Contract, or (iii) terminate its obligations under this Contract for any contingency, act of God, event or cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances which may impair or preclude the use or possession of the Land, any defect in the title, merchantability, fitness or condition of the Land or in the suitability of the Land for the Authority's purposes or needs, failure of consideration, any declaration or finding that the Note is unenforceable or invalid, the invalidity of any provision of this Contract, any acts or circumstances that may constitute an eviction or constructive eviction, the taking by eminent domain of title to or the use of all or any part of the Land, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract. Nothing contained in this Section 3.2(a) shall be construed to release the Authority from the performance of any of the agreements on its part herein contained. In the event the Authority should fail to perform any such agreement on its part, the County may institute such action against the Authority as the County may deem necessary to compel performance so long as such action does not abrogate the County's obligations hereunder. The Authority hereby agrees that it shall not take or omit to take any action that would cause this Contract to be terminated.

(b) The payments to be made hereunder by the County to the Authority will be assigned and pledged by the Authority to the holder of the Note.

(c) Following the execution of the Amendment, the payments to be made to the Authority by the County under the provisions of Section 5.1 of this Contract shall be made directly to the holder of the Note for the account of the Authority.

(d) This Contract may not be amended, changed, modified, altered or terminated except with the prior written consent of the holder of the Note.

(e) The Authority may assign, grant a security interest in or otherwise transfer its rights in this Contract to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Authority herein or otherwise. It is understood and agreed that the Authority, contemporaneously with the execution and delivery of this Contract, will assign its rights under and grant a security interest in its right, title and interest in this Contract to the holder of the Note, and the County hereby consents to the assignment and grant of the security interest and hereby agrees that any notice given to the Authority herein required shall in addition be given to the holder of the Note at the

address provided for herein and that any consent of the Authority shall not be deemed to have been given unless such consent is obtained in writing from the holder of the Note. Upon execution and delivery of such assignment to the holder of the Note, all appointments, designations, representations, warranties, covenants, assurances, remedies, title, interest, privileges, permits, licenses and rights of every kind whatsoever herein conferred upon the Authority shall be deemed to be conferred also upon the holder of the Note, and any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include the holder of the Note, and the holder of the Note is deemed to be and is a third party beneficiary of the representations, covenants and agreements of the County herein contained

(f) The Authority agrees to apply the proceeds of any sale of all or any portion of the Land to any outstanding balance(s) of interest and/or principal due under the Note.

## ARTICLE IV

## AUTHORITY'S OBLIGATIONS HEREUNDER

**Section 4.1. Execution of Amendment.** The Authority agrees that simultaneously with the execution and delivery hereof it will enter into the Amendment in substantially the form attached hereto as Exhibit "1", for the purpose of refinancing costs of acquiring the Land.

**Section 4.2. The Land.** The Authority agrees that throughout the term of this Contract title to the Land shall be vested in and shall be the sole property of the Authority, subject to (1) any Liens or leases which the Authority may create and (2) any sales of the Land, or portions thereof, which the Authority may consummate during the term of this Contract. The Development Authority of Cherokee County may negotiate sales and leases of the Land and work with prospective purchasers and prospective tenants of the Land upon such terms and conditions as are determined by the Development Authority of Cherokee County. The Authority will follow the directions of the Development Authority of Cherokee County as to how, when and to whom the Land is disposed of. The Authority agrees that the proceeds of any sale, lease or other disposition of any of the Land shall be deposited or disposed of as directed by the Development Authority of Cherokee County (including, if directed by the Development Authority of Cherokee County, transferred to the Development Authority of Cherokee County or to the County). The County agrees that neither the sale, lease or other disposition of all or any portion of the Land or any interest therein shall affect its obligations under this Contract.

## ARTICLE V

## COUNTY'S OBLIGATIONS HEREUNDER

**Section 5.1. County's Payment Obligations.** In order to provide financial assistance to the Authority for the purpose of encouraging and promoting the expansion and development of industrial and commercial facilities in Cherokee County so as to relieve insofar as possible unemployment within its boundaries, the County agrees that:

(a) On each principal or interest payment date and any prepayment date with respect to the Note, the County shall on such date pay to the Authority, by making such payments directly to the holder of the Note for the account of the Authority, an amount equal to the amount by which the total principal and interest coming due on the Note (whether by mandatory prepayment, maturity or otherwise) on such principal or interest payment date or prepayment date exceeds the amount of moneys of the Authority available for such purpose.

(b) In the event that any payment of principal of or interest on the Note which has been made to the holder of the Note by or on behalf of the Authority has been deemed a preferential transfer and theretofore recovered from the holder of the Note pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court of competent jurisdiction, then the corresponding payment obligation of the County hereunder shall continue in full force and effect or be reinstated, as the case may be.

**Section 5.2. Source of Funds for County's Payment Obligations; Limitations on Additional Contracts.**

(a) The obligation of the County to make payments under this Contract shall constitute a general obligation of the County, payable out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds). The County covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial limits of the County, as now existent and as the same may hereafter be extended, at such rate or rates within the one (1) mill limit authorized pursuant to Section 48-5-220(20) of the Official Code of Georgia Annotated or within such greater millage as may hereafter be prescribed by applicable law, as may be necessary to produce in each year revenues which will be sufficient to fulfill the County's obligations under this Contract, from which revenues the County agrees to appropriate sums sufficient to pay in full when due all of the County's obligations under this Contract. The County hereby creates and grants a lien in favor of the Authority on any and all revenues realized by the County from such tax, to make the payments that are required under this Contract, which lien is superior to any that can hereafter be created, except that this lien may be extended to cover any Additional Contracts, as permitted by Section 5.2(d) hereof. Nothing herein contained, however, shall be construed as limiting the right of the County to make the payments called for by this Contract out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

(b) The County's obligation to levy an annual ad valorem tax within the one (1) mill limit authorized by Section 48-5-220(20) of the Official Code of Georgia Annotated, or such greater millage hereafter authorized by law, for the purpose of providing funds to meet the County's payment obligations under this Contract shall not be junior and subordinate, but shall be superior or equal to the County's obligation to levy an annual ad valorem tax at such rate or rates within such one (1) mill limit or such greater millage as hereinafter prescribed by law pursuant to the provisions of the Prior Contract and any Additional Contract. It is expressly provided, however, that the County shall not be required to levy a tax in any year at a rate or rates exceeding in the aggregate the maximum one (1) mill now authorized by Section 48-5-220(20) of the Official Code of Georgia Annotated, or any greater millage hereafter prescribed by law, in order to meet its obligations under the Contracts.

(c) So long as the Note is unpaid, the County shall not:

(1) enter into an Additional Contract which creates a lien on the revenues to be derived from the tax to be levied hereunder by the County to fulfill its obligations hereunder, which is superior to the lien created hereunder,

(2) enter into any other contract or agreement creating a lien on such tax revenues for any purpose other than debt service payments (including creation and maintenance of reasonable reserves therefor) superior to or on a parity with the lien created thereon to fulfill the obligations of the County hereunder, and

(3) enter into any Additional Contract which provides for payment to be made by the County from moneys derived from the levy of a tax within the maximum millage now or hereafter authorized by law if each annual payment of all amounts payable with respect to debt service or which are otherwise fixed in amount or currently budgeted in amount under all Contracts then in existence, together with each annual payment to be made under the proposed Additional Contract, in each future calendar year, would exceed the amount then capable of being produced by a levy of a tax within the maximum millage now or hereafter authorized by law on the taxable value of property located within the territorial limits of the County subject to taxation for such purposes, as shown by the latest tax digest available immediately preceding the execution of any such Additional Contract.

(d) It is further expressly provided that so long as the Note is unpaid, the County shall not hereafter enter into any Additional Contract for the purpose of debt service payments (including creation and maintenance of reserves therefor), unless the amount then capable of being produced by the levy of an ad valorem tax within the maximum millage then authorized under Section 48-5-220(20) of the Official Code of Georgia Annotated or any successor provision on all taxable property within the territorial limits of the County, as shown by the latest tax digest available immediately preceding the execution of such Additional Contract, is equal to at least one and twenty hundredths (1.20) times the maximum combined amount payable in any future calendar year with respect to debt service under all existing Contracts and any such Additional Contract. Debt service for purposes of this paragraph (d) shall mean required payments of principal, including principal to be paid through mandatory prepayment or redemption, interest and amounts required to be paid for creation and maintenance of reasonable debt service reserves and to establish and maintain mandatory investment programs, less principal and interest received or to be received from investment of any of the foregoing amounts (except funds on hand or to be on hand in any debt service reserve) required to be applied to debt service in each calendar year. The County shall furnish the Authority, not less than five (5) nor more than sixty (60) days prior to the date of execution and delivery of any such Additional Contract, a report of an independent certified public accountant to the effect that, based upon an affidavit of the Tax Commissioner of Cherokee County as to the taxable value of property located within the territorial limits of the County, the requirements of this paragraph (d) have been met.

**Section 5.3. <u>Financial Statements</u>.** While the Note is unpaid, the County shall provide the Authority and the holder of the Note annually, within one hundred eighty (180) days after the

end of each fiscal year, its general purpose financial statements for each fiscal year, with comparative totals for the preceding fiscal year, which general purpose financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants.

## ARTICLE VI

## MISCELLANEOUS

**Section 6.1. Governing Law.** This Contract and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed and interpreted according to the laws of the State of Georgia, without regard to principles of conflicts of laws.

**Section 6.2. Entire Agreement.** This Contract expresses the entire understanding and all agreements between the parties hereto.

**Section 6.3. Severability.** If any provision of this Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Contract shall not affect the remaining portions of this Contract or any part thereof.

**Section 6.4. Survival of Warranties.** All agreements, representations and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby, shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

**Section 6.5. Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**Section 6.6. Amendments in Writing.** No waiver, amendment, release or modification of this Contract shall be established by conduct, custom or course of dealing, but solely by an instrument in writing only executed by the parties hereto and, so long as the Note remains outstanding, with the written consent of the holder of the Note.

**Section 6.7. Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or five days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the County and the Authority, respectively, at the addresses shown below or at such other addresses as may be furnished by the County or the Authority in writing from time to time:

| | |
|---|---|
| COUNTY: | Cherokee County, Georgia<br>90 North Street, Suite 3303<br>Canton, Georgia 30114<br>Attention: County Manager |
| AUTHORITY: | Cherokee County Development Authority<br>P. O. Box 4998<br>Canton, Georgia 30114<br>Attention: Chairman |
| HOLDER OF THE NOTE: | SunTrust Bank<br>25 Park Place<br>Atlanta, Georgia 30303<br>Attention: Ron Alston |

**Section 6.8. Limitation of Rights.** Nothing in this Contract, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Contract.

**Section 6.9. Amendment and Restatement.** This Contract amends and restates in its entirety that certain Intergovernmental Contract, dated as of September 1, 2009, between the Authority and the County.

[Signatures and Seals to Follow]

**IN WITNESS WHEREOF,** the County and the Authority have caused this Contract to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the day and year first above written.

**CHEROKEE COUNTY, GEORGIA**

(SEAL)

By:_____
Chairman, Board of Commissioners

Attest:

_____
Clerk, Board of Commissioners

**CHEROKEE COUNTY DEVELOPMENT AUTHORITY**

(SEAL)

By:_____
Chairman

Attest:

_____
Secretary

# EXHIBIT 1

## Form of Amendment to Note

# ASSIGNMENT OF INTERGOVERNMENTAL CONTRACT

This Assignment of Intergovernmental Contract (this "Assignment") is made as of November ___, 2014, between CHEROKEE COUNTY DEVELOPMENT AUTHORITY, a public body corporate and politic and public corporation of the State of Georgia ("Authority"), and SUNTRUST BANK, a Georgia banking corporation, and its successors and assigns ("Lender").

For good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by Authority, Authority hereby absolutely assigns, transfers, conveys and sets over to Lender all the right, title and interest of Authority in, under, to, and by virtue of that certain Intergovernmental Contract between Authority and Cherokee County, Georgia (the "County") of even date herewith (the "Intergovernmental Contract"), as security for the payment of the obligations of the Authority under the $5,500,000 principal face amount Cherokee County Development Authority Promissory Note (Business Park Project) dated September 1, 2009, made payable to the Lender, as amended by Amendment to Promissory Note of even date herewith (the "Note"). Without limiting the generality of the foregoing, such Assignment shall include an assignment to Lender to all rights, powers and privileges in the Lender's own name to enforce the provisions of the Intergovernmental Contract, including without limitation the rights, remedies and powers following an Event of Default; and to receive payment amounts that may be or become due thereunder.

Authority and the Lender further agree as follows:

1. Authority hereby irrevocably directs County to pay directly to Lender all payments, receipts and other amounts accruing or due under the Intergovernmental Contract.

2. Lender shall have no responsibility for the operation, control, care, management or repair of the Project.

3. Authority hereby warrants and represents to Lender that:

(a) The Intergovernmental Contract constitutes the entire agreement between the parties thereto with respect to the subject thereof; Authority will not sell, convey, assign, mortgage, pledge, or otherwise transfer any right, title, or interest in, under, or to the Intergovernmental Contract, unless specifically permitted thereunder.

(b) Authority is a public body corporate and politic and a public corporation and is possessed of full power to own and hold real and personal property, and to enter into the Intergovernmental Contract and this Assignment.

(c) Authority (i) has the corporate power to execute and deliver the Intergovernmental Contract and this Assignment, (ii) has taken all necessary corporate action to authorize the execution and delivery of the Intergovernmental Contract and this Assignment, and (iii) has authorized the officers to execute the Intergovernmental Contract and this Assignment;

this Intergovernmental Contract and this Assignment constitute the valid and binding obligations of Authority.

(d) To the best of Authority's knowledge, neither the execution and delivery of the Intergovernmental Contract or this Assignment, nor the fulfillment of or compliance with the terms and conditions thereof and hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms of any agreement or instrument to which Authority is now a party or by which Authority is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Authority.

(e) To the best of Authority's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting Authority wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereunder or would adversely affect the validity or enforceability of the Intergovernmental Contract or this Assignment.

4. Authority agrees to execute and deliver to Lender, at any time or times during which the Intergovernmental Contract or this Assignment shall be in effect, such further instruments as Lender may reasonably require to make effective this Assignment and the several covenants of Authority herein or therein contained.

IN WITNESS WHEREOF, Authority has made this Assignment under seal, the day and year first above written.

**CHEROKEE COUNTY DEVELOPMENT AUTHORITY**

By: _____
Chairman

Attest: _____
Secretary

[SEAL]

**SUNTRUST BANK**

By: _____ (SEAL)
Title:

After recording return to:
Eugene D. Bryant, Esq.
Smith, Gambrell & Russell, LLP
1230 Peachtree Street, NE, Suite 3100
Atlanta, Georgia 30309

CROSS REFERENCE:
DEED BOOK 10782, PAGE 260,
CHEROKEE COUNTY,
GEORGIA RECORDS

# AMENDMENT TO DEED TO SECURE DEBT

This Amendment to Deed to Secure Debt (this "Amendment"), is made and entered into as of the ___ day of November, 2014, by and between CHEROKEE COUNTY DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Georgia ("Grantor") and SUNTRUST BANK ("Lender");

W I T N E S S E T H:

WHEREAS, Grantor has heretofore executed and delivered to Lender that certain Deed to Secure Debt, dated September 1, 2009, and recorded in Deed Book 10782, Page 260, Cherokee County, Georgia Records (the "Security Deed"); and

WHEREAS, the obligations secured by the Security Deed have been modified, and Grantor and Lender have agreed to modify the Security Deed to accurately reflect the obligations secured thereby;

NOW, THEREFORE, for and in consideration of the premises set forth above, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Definitions. Except as expressly provided to the contrary herein, all defined terms in the Security Deed shall have the same meaning when used herein.

2. Extension of Note Maturity Date. The maturity date of the Note has been extended to February 1, 2020.

3. No Further Amendments. Except as expressly amended hereby, the Security Deed shall remain in full force and effect as originally executed. The execution and delivery hereof shall not constitute a novation of the Note, or modification or novation of the lien and security title of the Security Deed, which lien and security title will retain its priority as originally filed for record. Any references to the "Loan Documents" in the Note and in the other documents evidencing, securing or otherwise relating to the Note, shall mean and refer to the Security Deed as amended hereby.

[*The remainder of this page is intentionally left blank.*]

INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES

**The Board of Commissioners**
**Cherokee County, Georgia**

Re: $5,500,000 Cherokee County Development Authority Promissory Note (Business Park Project) (the "Note")

We have performed the procedures enumerated below, which were agreed to by Cherokee County, Georgia (the "County"), to the accounting records of the County, solely to assist you in evaluating the County's Contract Coverage Calculation, included below, required by the Prior Contracts (as defined by the Contract), as supplemented by the Additional Contract between the Cherokee County Development Authority and the Cherokee County Board of Commissioners (the "Contract") dated November 30, 2014. The County's management is responsible for the Contract Coverage Calculation. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the specified users of this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.



Our procedures are as follows:

1. We compared the One Mill Revenue of 1.20 times the maximum combined amount payable in any future calendar year with respect to debt service under all Prior Contracts and the Additional Contract (as defined in the Contract) and found them to be in agreement.

2. We recomputed the 2014 Coverage Ratio on the schedule presented below, by dividing the One Mill Tax Revenue of the County by the Maximum Annual Debt Service Requirements in any future calendar year. The One Mill Tax Revenue was calculated, as defined by the Contract, by multiplying 1/1000th by the latest tax digest. The latest tax digest, presented below, was agreed to the 2014 Net Digest per the County Tax Commissioner's records. The Maximum Annual Debt Service Requirements was agreed to debt service payment for the fiscal year ended September 30, 2020 per the Estimated Combined Debt Service Schedule prepared by the County, which included the debt service on all Prior Contracts of the County and includes the debt service of the proposed Contract. Our recomputation agreed that the Contract Coverage Ratio was not less than 1.20 as defined by the Contract.

**CHEROKEE COUNTY**
**CONTRACT COVERAGE CALCULATION**

| | |
|---|---|
| 2014 Taxable Amount from Tax Digest | $ 7,499,145,002 |
| One Mill Tax Revenue | $ 7,499,145 |
| Maximum Annual Debt Service Requirements, as defined in the Contract | $ 4,676,143 |
| 2014 Coverage Ratio | 1.60 |
| Coverage Requirements, as defined by the Resolution | 1.20 |

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accompanying Contract Coverage Calculation or the specified elements, accounts, or items referenced above. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of the County as it relates to the accompanying Contract Coverage Calculation, and is not intended to be and should not be used by anyone other than this specified party.

EXHIBIT A

STATE OF GEORGIA

COUNTY OF CHEROKEE

AFFIDAVIT OF 2014 MAINTENANCE AND OPERATION TAX DIGEST

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in and for such State and County, Sonya Little, who on oath deposes and says that she is the Tax Commissioner of Cherokee County, Georgia, and as such is familiar with the assessed value of taxable property located within the territorial limits of Cherokee County, Georgia subject to taxation for maintenance and operation purposes, and that the assessed value of the property so subject to taxation in Cherokee County, Georgia amounts to not less than $7,499,145,002, as shown by the Tax Digest for the year 2014 which is the latest tax digest available.

Sonya Little

Tax Commissioner of Cherokee County, Georgia

Sworn to and subscribed before me this
12 day of November, 2014.

Dana M McKinzie

Notary Public

My Commission Expires:

June 17, 2018

(Date)

(NOTARIAL SEAL)

STATE OF GEORGIA NOTARY PUBLIC
DANA M. MCKINZIE
Notary Public, State of Georgia
Cherokee County
My Commission Expires
June 17, 2018

# OWNER'S AFFIDAVIT

PERSONALLY APPEARED before me the undersigned officer, duly authorized to administer oaths, the undersigned (hereinafter collectively referred to as "Affiant"), who being duly sworn according to law, deposes and says on oath as follows:

THAT Affiant are Chairman and Secretary of the CHEROKEE COUNTY DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Georgia (the "Owner"), and in such capacity have personal knowledge of the facts sworn to in this Affidavit, and are fully authorized and qualified on behalf of the Owner to make this Affidavit;

THAT the Owner is the owner of those certain tracts or parcels of land located in Cherokee County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all fixtures, improvements, easements, rights and appurtenances related thereto (the "Property");

THAT the Owner has good and marketable fee simple title to the Property; that there are no unpaid or unsatisfied security deeds, mortgages, claims of lien, water bills, special assessments or taxes which could constitute a lien against the Property, and the Property is free and clear of any other encumbrances or any security deeds, mortgages, restrictions, easements, claims of easements, encroachments, ways or rights of use, that affect the title to the Property, or constitute a lien thereon, except for those matters listed on Exhibit "B" attached hereto and incorporated herein by this reference;

THAT, except as set forth on Exhibit "B", there are no persons or parties in possession of the Property, nor to the best of the knowledge and belief of Affiant, do any persons or parties other than the Owner have any right or claim to possession of the Property;

THAT any and all consents, approvals or other required authorization of any kind of or from any member of the Owner and any other person or entity necessary in order for the Owner to convey the Property to SunTrust Bank ("Grantee") have been validly obtained and remain in full force and effect, without limitation or modification, as of the date hereof;

THAT, except for those matters listed on Exhibit "B" attached hereto, the Property has been returned for ad valorem taxes for the current year within the time prescribed by law; that there are no liens or claims for past due taxes or assessments of any kind against the Property; and that there are no outstanding unpaid bills for water or sewage charges or assessments, sanitary taxes, garbage pickup services, street lights or for the installation of water, gas, electricity or other utility services;

THAT there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against the Property or the Owner in Cherokee County, Georgia, or in any other county in the State of Georgia, which in any way affect the title to the Property;

THAT no improvements or repairs have been made on the Property by or on behalf of Owner during the ninety-five (95) days immediately preceding this date that have not been paid for in full; and that there is no outstanding indebtedness for equipment, appliances, or other fixtures on the Property purchased by or on behalf of Owner or for labor or materials for any work, improvements or repairs on the Property made by or on behalf of Owner or for the services of any architect, engineer, or surveyor employed by or on behalf of Owner in connection therewith;

THAT Affiant knows of no pending petition for condemnation, paving or other street improvements, and no notice of any proposed paving nor of any pending ordinance or assessment for street improvements has been furnished to Affiant or the Owner;

THAT the title to and the boundaries of the Property are not now disputed, questioned or rejected, and, to the best of Affiant's knowledge, title insurance thereon has never been refused;

THAT Affiant has no knowledge of any violations or notices of violations of any law, ordinance, order, rule or regulation relating in any way to the Property issued by the United States, the State of Georgia, and/or any political subdivision thereof and/or any agency, department, commission, board, bureau or instrumentality of any of them;

THAT Owner has not engaged any broker, agent, or other intermediary to provide brokerage services in connection with the conveyance of the Property, and Owner has not received any notice of any lien or claim of lien for any such brokerage services which arises out of any act or agreement of Owner and relates to the Property;

THAT it is acknowledged that this Affidavit may be relied on by Grantee, any title insurance company in issuing its title insurance policy insuring Grantee, and by any attorney certifying the title to the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the hand and seal of the undersigned this ___ day of _____, 2014.

Sworn to and subscribed before me
this _____day of _____, 2014

_____(SEAL)
Chairman

_____
Notary Public
My Commission Expires:

_____
(NOTARIAL SEAL)

Sworn to and subscribed before me

_____(SEAL)
Secretary

this _____day of _____, 2014

_____
Notary Public
My Commission Expires:

_____
(NOTARIAL SEAL)

## Exhibit "A"

**Written Description**

All that tract or parcel of land lying and being in Land Lots 1056 and 1105, 21st District, 2nd Section, Cherokee County, Georgia, and being more particularly described as follows:

**BEGINNING** at a 5/8" rebar found at the land lot corner common to Land Lots 1032, 1033, 1056 and 1057; thence along the north line of Land Lot 1056 **S88°17'48"E** a distance of **1,242.80** feet to an iron pin set on the westerly right of way of James Dupree Lane (right of way varies); thence along said right of way of James Dupree Lane the following courses and distances: thence **S00°22'46"W** a distance of **99.79** feet to a point; thence **S00°57'13"E** a distance of **99.99** feet to a point; thence **S01°01'52"W** a distance of **100.00** feet to a point; thence **S01°24'00"W** a distance of **100.00** feet to a point; thence **S01°16'44"W** a distance of **100.00** feet to a point; thence **S00°15'54"W** a distance of **100.00** feet to a point; thence **S00°36'19"E** a distance of **100.00** feet to a point; thence **S00°44'05"W** a distance of **99.99** feet to a point; thence **S01°24'42"W** a distance of **99.94** feet to a point; thence **S03°44'22"W** a distance of **99.98** feet to a point; thence **S02°14'53"W** a distance of **99.99** feet to a point; thence **S00°13'21"E** a distance of **100.00** feet to a point; thence **S00°13'04"W** a distance of **121.27** feet to an iron pin set on the land lot line common to Land Lots 1056 and 1105; thence along said land lot line **S88°33'39"E** a distance of **10.40** feet to a 5/8" rebar found; thence leaving said land lot line and continuing along said right of way of James Dupree Lane **S00°09'57"E** a distance of **237.31** feet to a point; thence **S01°08'48"W** a distance of **129.54** feet to an iron pin set; thence leaving said right of way of James Dupree Lane **N89°49'51"W** a distance of **194.35** feet to a 5/8" rebar found; thence **S05°16'19"W** a distance of **412.16** feet to an iron pin set on the northerly right of way of Georgia Highway 92 (right of way varies); thence along said right of way of Georgia Highway 92 along a curve to the left, following the curvature thereof, for an arc distance of 351.82 feet, said curve having a radius of 868.47 feet and being subtended by a chord of **N80°28'42"W 349.42** feet to a point; thence continuing along said right of way along a curve to the left, following the curvature thereof, for an arc distance of 245.84 feet, said curve having a radius of 4,341.75 feet and being subtended by a chord of **N78°53'39"W 245.80** feet to an iron pin set; thence leaving said right of way of Georgia Highway 92 **N52°50'29"W** a distance of **344.90** feet to an iron pin set; thence **N00°54'21"E** a distance of **490.56** feet to a 5/8" rebar found on the land lot line common to Land Lots 1056 and 1105; thence along said land lot line **N88°33'39"W** a distance of **150.04** feet to a ½" open top pipe found at the land lot corner common to Land Lots 1056, 1057, 1104 and 1105; thence along the west line of Land Lot 1056 **N00°09'10"E** a distance of **1,326.64** feet to **POINT OF BEGINNING.** Said tract contains 53.270 acres and is more fully shown on a combination plat for Development Authority of Cherokee County by Barton Surveying, Inc. dated December 3, 2008.

Exhibit "B"

1. All taxes for the year 2015 and subsequent years, not yet due and payable.

2. Deed to Secure Debt, dated September 1, 2009, executed and delivered by Owner to SunTrust Bank, and recorded in Deed Book 10782, Page 260, Cherokee County, Georgia Records.

3. [INSERT ADDITIONAL TITLE EXCEPTIONS]

# Cherokee County, Georgia
## Agenda Request

SUBJECT: Consider Impact Fee Exemption Request from Rooker MEETING DATE: 11/18/2014

SUBMITTED BY: Margaret Stallings, Principal Planner

COMMISSION ACTION REQUESTED:

Consider an impact fee exemption request from Rooker for a new building in the Cherokee 75 Park.

FACTS AND ISSUES:

Rooker is plans to build a 304,000 sqft building in the Cherokee 75 Park. This building is designed to accommodate a manufacturing business prospect. The economic impact of the capital investment and the number of jobs generated is the basis for the request. The total impact fee exemption requested is $ 175,288.06.

The Impact Fee Appeals Board will consider the request on November 17, 2014.

BUDGET:

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

Account Name:
Account #:

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:

Consider the request at the November 18 BOC meeting.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

# memo

**Impact Fee Appeals Board**

To: Cherokee County Board of Commissioners

From: Margaret Stallings

CC: Jerry Cooper, Jeff Watkins

Date: 11/18/2014

Re: Recommendation on Rooker Application

---

The Impact Fee Appeals Board met last night to consider the application from Rooker for an impact fee exemption on a new building in the Cherokee 75 Park. The 304,000 sqft building is speculative but intended for manufacturing tenant(s). Rooker requested a 100% exemption with a total value of $175,288.06 .

Based on the information presented at the meeting and included in the application, the Impact Fee Appeals Board voted (4-0) to recommend to the Board of Commissioners a 50% exemption with a total value of $87,644.03 . The board members were concerned that there were no signed tenants at this time so the economic impact was difficult to determine. They also considered the value of the exemption compared to previous requests.

# Cherokee County Impact Fee Review Application

## Type of Application

*Check all that apply*

✓ Exemption

☐ Credit
*(Note: Credit may only be given for system improvements.)*

☐ Appeal
*(Note: The decisions of the Impact Fee Administrator and Impact Fee calculations may be appealed.)*

## Applicant Information

| | | | |
|---|---|---|---|
| Name | Brian Cardoza | Phone | 770-843-7750 |
| Company | Rooker | Fax | |
| Street Address | 445 Bishop Street, Suite 200 | Email Address | briancardoza@rookerco.com |
| City | Atlanta | Preferred Contact Method | ✓ Phone<br>✓ Email |
| State | Georgia | | |
| Zip | 30318 | | |

## Property Information

| | | | |
|---|---|---|---|
| Street Address | Cherokee Pkwy | City | Acworth |
| Tax Map | 21N06 | Parcel Number | 285 |
| Zoning Case Number | | Variance Case Number | |

*Please fill out information below if Applicant is NOT the Property Owner*

| | | | |
|---|---|---|---|
| Owner Name | *Cherokee County Development Authority* | Phone | 770-345-0600 |
| Street Address | *3605 Marietta Hwy* | State | Georgia |
| City | *Canton* | Zip | 30114 |

## Exemption Details

*Basis for Exemption*

✓ Extraordinary Economic Development

*Amount of Requested Exemption*

$ 175,288.06

*Please attach* the following information to complete waiver request:

- Certified Impact Fee Calculation
- Exemption Information Sheet

## Credit Details

*Brief Description of System Improvement(s)*

*Public Facility of Credit(s) Requested:*

☐ Libraries ☐ Fire Protection ☐ Sheriff's Patrol ☐ Public Safety Facility ☐ Parks/Recreation
☐ Transportation

*Amount of Requested Credit*

$

*Total Value of System Improvement(s)*

$

*Please attach* the following information to complete credit request:

- Certified Impact Fee Calculation
  Information about system improvements for credit

## Appeals Details

*Type of Appeal*

- ☐ Impact Fee Calculation
- ☐ Administrator Decision

*Please attach* the following information to complete waiver request:

- Certified Impact Fee Calculation
- Information concerning appeal

*Brief Description of Appeal*

## Staff Use Only

Date Received _____

Date of Impact Fee Board Meeting _____

Date of Board of Commissioners Meeting _____

# Impact Fee Exemption Information Sheet

## Project Name & Address

Rooker Spec Building
Cherokee Parkway, Acworth, GA 30102

## Brief Description of Project

This project consists of a 304,000 square foot speculative building within the Cherokee 75 Corporate Park. This building will meet the high market demand for this product. Per the Cherokee Office of Economic Development, there have been over 2,500 searches for buildings and land within Cherokee this year alone. 88% of those searches were for buildings. Cherokee is in need of a building of this size as the community currently does not have one to market. The construction of the building will result in a capital investment of $10,000,000.

## Industry Classification

NAICS Code _____

Description

## Captial Investment

Size of Facility (sqft and acres): 304,000 sq. ft. (approximately 25 acres)

Type of Facility Construction: Tilt-up Concrete with Steel Infill

Value of Investment

| | |
|---|---|
| Land Cost | $2,589,300 |
| Building | $10,000,000 |
| Equipment | See attached recommendation letter |

## Local Impact of Project

Annual Payroll at Facility: See attached recommendation letter

Average Wage: -------

Number of Jobs Created and/or Retained: -------

Job Skill Levels

| | |
|---|---|
| Skilled | ------- |
| Unskilled | ------- |

## Development Authority Recommendation

Yes X _____ No _____

*If yes, please attach either the minutes of the meeting or a recommendation letter.*

## Additional Information

*Please include any additional information here or as an attachment.*

# Cherokee County
# Project Impact Fee Certification

## Project Information

Building Permit Number: PR20140003604
Building Address: Cherokee Parkway
Parcel Identification Number (PIN): 21-1105-0002 TIN: 21N06 285

### *Property Owner*

Cherokee County Development Authority
3605 Marietta Highway
Canton, Georgia 30114

### *Impact Fee Calculation*

### *Use(s) of Building*

| DateIssued | Description | Quantity | Units | Total Amount |
|---|---|---|---|---|
| November 12, 2014 | Manufacturing | 304,000 | square foot | $175,288.06 |

### *Fee Category*

| Description | Amount |
|---|---|
| Impact Fee-Manufacturing (Fire) | $107,766.35 |
| Impact Fee-Manufacturing (PSF) | $ 53,696.73 |
| Impact Fee-Manufacturing (Sheriff) | $ 2,066.73 |
| Impact Fee-Manufacturing (Roads) | $ 6,652.77 |
| Impact Fee-Manufacturing (Admin Fee) | $ 5,105.47 |

Created By: Margaret Stallings

**Notice: This Impact Fee Certification is valid for 180 days from the date of issuance. The total impact fee for the project matching the above description will not change as long as the building permit is issued within 180 days. This certification cannot be honored for any changes to use and/or quantity.**

CHEROKEE OFFICE OF | ECONOMIC DEVELOPMENT

6 November 2014

Mr. Jerry Cooper, County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114

Dear Mr. Cooper,

We are currently working to secure a 300,000 sq. ft. speculative building on tract five (5) at Cherokee 75 Corporate Park. The building will be constructed by Rooker which is a well respected company that has extensive experience in industrial development, the Cherokee market, and Cherokee 75 Corporate Park.

The construction of the building will result in a capital investment of $10,000,000. We also have a number of prospects actively seeking a facility of this size. We feel a good example of a potential project is one that would be similar to the Inalfa project. In less than one year, Inalfa occupies 200,000+ sq. ft., has already reached a job count of almost 300 employees, and invested approximately $35,000,000 within our community. Also, in 2014 approximately 65% of our prospects have been interested in southwest Cherokee as it provides excellent access to the I-75 corridor. Therefore, the location is optimal within Cherokee 75 Corporate Park and the southwest Cherokee Opportunity Zone.

We respectfully request a 100% exemption of impact fees as this project will meet the high market demand for this product. This year alone, our office has seen over 2,500 searches for buildings and land within Cherokee. 88% of those searches were for buildings. Cherokee is in desperate need of a building of this size as we do not currently have a single one over 100,000 sq. ft. to market.

Please let me know if you have any questions. Thank you for your consideration.

Sincerely,

Misti Martin

Misti Martin, President

3605 Marietta Highway P.O. Box 4998 Canton, Georgia 30114
TEL 770.345.0600 FAX 770.345.0030 cherokeega.org

CHEROKEE OFFICE OF | ECONOMIC DEVELOPMENT

Project Summary Supporting Impact Fee Exemption Request

- 304,000 sf speculative manufacturing/warehouse facility to be constructed and owned by Rooker (same developers as Inalfa Roof Systems)
    - If a similar investment/job creation was made – anticipated 400 new jobs (currently around 300); $35 million investment
- Currently two active prospects considering Rooker's future spec building on Tract 5 of Cherokee 75 Corporate Park
    - One is a well known German manufacturer who would be consolidating SE facilities into one location (approx 150,000 sf)
    - Second prospect is international as well and would bring a manufacturing/SE HQ operation (approx 150,000+ sf)
- Striving to keep lease rate reasonable to compete with other locations, thus the reason for the impact fee waiver request
- Currently, 88% of prospects are interested in an available building, thus the need for a spec building
- 65% of prospects are interested in SW Cherokee; 71% interested in locating in an Opportunity Zone (Cherokee 75 Corporate Park is within the SW Cherokee OZ)
- Recruiting spec building developers was identified in the 2010 economic development strategy to increase prospect activity and build awareness of Cherokee County in the metro Atlanta market
- Having this spec building in Cherokee's inventory will not only allow us to compete on the above mentioned projects, but could drive continued growth from other companies; both resulting in extraordinary economic impact

# Cherokee County, Georgia
## Agenda Request

SUBJECT: Purchase Ford F 150 Animal Control

MEETING DATE: November 18, 2014

SUBMITTED BY: Ron Hunton, Chief Marshal

COMMISSION ACTION REQUESTED:
Purchase of Ford F- 150 for Animal Control. Purchase price of $25,495.00

FACTS AND ISSUES:
The Cherokee County Marshal's Office requested quotes for a 2015 Ford F-150. Quotes are attached from Wade Ford, Hardy Ford and Brannen Motor Company.

BUDGET:

Budgeted Amount:

Account Name: SPLOST 12 Animal Control Vehicle

Amount Encumbered: 25,495.00

Account #: 339100000.542200.670100

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:

Award purchase order to Hardy Ford in the amount of $ 25,495.00 for the purchase of a 2015 Ford F-150.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

# Procurement Summary

**Date Submitted:** 13-Nov-14
**Submitted by:** Savanah Shadburn
**PSA Number:** N/A
**Value of Contract:** $25,495.00
**Period of Performance:** delivery
**Supplier Name:** Hardy Ford
**General Description:** 2015 Ford F150 vehicle purchase
**Source of Funds:** SPLOST

**Contract Information**

**Proposed Contract Type**

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

**Formal Advertised Procurement:** Yes [ ] No* [X]

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

**Supplier Selection Based on:**

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

*

| Weight | Evaluation Criteria |
|---|---|
| X | Price |
| | Service Plan / Delivery Timing |
| | Equipment Capabilities |
| | Quality Assurance Program |
| | Transition Plan |

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

| | |
|---|---|
| X | 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 | Rep Brand |
|---|---|---|---|---|
| | $ 25,495.00 | Hardy Automotive | Dallas, GA | FORD |
| | $ 25,529.00 | Wade Ford | Smyrna, GA | FORD |
| | $ 25,912.00 | Brannen Motor Company | Unadilla, GA | FORD |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Fair Price Determination:**

| Method | Price Analysis Type |
|---|---|
| X | Lowest Bidder |
| | 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:** The department purchased two 2014 model F150s in early 2014 for $21,307.88, plus equipment to enclose the truck bed.

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

***Notes:**

Wade Ford is State Contract holder for this type of vehicle and offered pricing off of contract number:
ES-RFR-40199-409 (Police Pursuit Vehicles)

**Prepared For:**
Cherokee County

**Prepared By:**
administrator
Alex Hardeman Arnold
1255 Charles Hardy Pkwy
Dallas, GA 30157
Phone: (770) 445-8891
Fax: (770) 445-9659
Email:
ahardeman@hardyautomotive.com

# 2015 Fleet/Non-Retail Ford F-150 4WD SuperCab 145" XL X1E

## *QUOTE WORKSHEET*

**QUOTE WORKSHEET - 2015 Fleet/Non-Retail X1E 4WD SuperCab 145" XL**

| | |
|---|---|
| MSRP | $32,905.00 |
| Destination Charge | $1,195.00 |
| Optional Equipment | $3,360.00 |
| Dealer Advertising | $0.00 |
| Fleet Adjustments | ($11,965.00) |
| Taxable Price | $25,495.00 |
| TOTAL | $25,495.00 |

Customer Signature / Date

Dealer Signature / Date

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.



Customer File:

**Prepared For:**
Cherokee County

**Prepared By:**
administrator
Alex Hardeman Arnold
1255 Charles Hardy Pkwy
Dallas, GA 30157
Phone: (770) 445-8891
Fax: (770) 445-9659
Email:
ahardeman@hardyautomotive.com

# 2015 Fleet/Non-Retail Ford F-150 4WD SuperCab 145" XL X1E

## *SELECTED MODEL & OPTIONS*

**SELECTED MODEL - 2015 Fleet/Non-Retail X1E 4WD SuperCab 145" XL**

| Code | Description | MSRP |
|---|---|---|
| X1E | 2015 Ford F-150 4WD SuperCab 145" XL | $32,905.00 |

**SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail X1E 4WD SuperCab 145" XL**

| Code | Description |
|---|---|
| - | Interior: No color has been selected. |
| - | Exterior 1: No color has been selected. |
| - | Exterior 2: No color has been selected. |

**SELECTED OPTIONS - 2015 Fleet/Non-Retail X1E 4WD SuperCab 145" XL**

| CATEGORY | Code | Description | MSRP |
|---|---|---|---|
| ENGINE | | | |
| | 99G | ENGINE: 3.5L V6 ECOBOOST -inc: 3.31 Axle Ratio, GVWR: TBD | $1,995.00 |
| TRANSMISSION | | | |
| | 446 | TRANSMISSION: ELECTRONIC 6-SPEED AUTOMATIC -inc: tow/haul mode (STD) | $0.00 |
| OPTION PACKAGE | | | |
| | 100A | EQUIPMENT GROUP 100A BASE | $0.00 |
| AXLE RATIO | | | |
| | X27 | 3.31 AXLE RATIO | $0.00 |
| WHEELS | | | |
| | 64C | WHEELS: 17" SILVER STEEL (STD) | $0.00 |
| TIRES | | | |
| | STDTR | TIRES: P265/70R17 OWL A/T -inc: OWL A/T spare tire (STD) | $0.00 |
| PRIMARY PAINT | | | |
| | UH | TUXEDO BLACK METALLIC | $0.00 |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Cherokee County

**Prepared By:**
administrator
Alex Hardeman Arnold
1255 Charles Hardy Pkwy
Dallas, GA 30157
Phone: (770) 445-8891
Fax: (770) 445-9659
Email:
ahardeman@hardyautomotive.com

# 2015 Fleet/Non-Retail Ford F-150 4WD SuperCab 145" XL X1E

## *SELECTED MODEL & OPTIONS*

**SELECTED OPTIONS - 2015 Fleet/Non-Retail X1E 4WD SuperCab 145" XL**

| CATEGORY | | |
|---|---|---|
| **Code** | **Description** | **MSRP** |
| PAINT SCHEME | | |
| — | STANDARD PAINT | $0.00 |
| SEAT TYPE | | |
| AG | MEDIUM EARTH GRAY, VINYL 40/20/40 FRONT SEAT | $0.00 |
| ADDITIONAL EQUIPMENT | | |
| 85A | XL POWER EQUIPMENT GROUP -inc: Dual Power Sideview Mirrors w/Black Skull Caps, manual-folding, Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), Daytime Running Lamps On/Off cluster controllable, Illuminated Entry, Power Front & Rear Windows, Autolamp Auto On/Off Headlamps, rainlamp windshield wipers, Perimeter Alarm, Power Tailgate Lock, MyKey Owner controls feature *GROSS* (With the selection of 100A and 53A, requires XL Power Equipment Group savings) (With the selection of 100A and 53C, requires XL Power Equipment Group savings) | $1,170.00 |
| 53B | CLASS IV TRAILER HITCH RECEIVER -inc: smart trailer tow connector and 4-pin/7-pin wiring harness REQUIRED for towing up to 5,000 lbs. | $195.00 |
| — | GVWR: TBD | INC |
| 942 | DAYTIME RUNNING LAMPS w/o 85A-inc: Non-controllable w/85A-inc: On/Off cluster controllable | INC |
| **OPTIONS TOTAL** | | **$3,360.00** |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.


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**Prepared By:**
administrator
Alex Hardeman Arnold
1255 Charles Hardy Pkwy
Dallas, GA 30157
Phone: (770) 445-8891
Fax: (770) 445-9659
Email:
ahardeman@hardyautomotive.com

# 2015 Fleet/Non-Retail Ford F-150 4WD SuperCab 145" XL X1E

## *STANDARD EQUIPMENT*

**STANDARD EQUIPMENT - 2015 Fleet/Non-Retail X1E 4WD SuperCab 145" XL**

*MECHANICAL*

- Engine: 3.5L Ti-VCT V6 (FFV)
- Transmission: Electronic 6-Speed Automatic -inc: tow/haul mode
- 3.73 Axle Ratio
- GVWR: 6,300 lbs Payload Package
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
- 155 Amp Alternator
- Towing w/Harness and Trailer Sway Control
- 1660# Maximum Payload
- Gas-Pressurized Shock Absorbers
- Front Anti-Roll Bar
- Electric Power-Assist Speed-Sensing Steering
- 23 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Double Wishbone Front Suspension w/Coil Springs
- Leaf Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Hill Hold Control and Electric Parking Brake


Customer File:

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Cherokee County

**Prepared By:**
administrator
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1255 Charles Hardy Pkwy
Dallas, GA 30157
Phone: (770) 445-8891
Fax: (770) 445-9659
Email:
ahardeman@hardyautomotive.com

# 2015 Fleet/Non-Retail Ford F-150 4WD SuperCab 145" XL X1E

## *TECHNICAL SPECIFICATIONS*

**POWERTRAIN - ADVANCED SPECIFICATIONS - 2015 Fleet/Non-Retail X1E 4WD SuperCab 145" XL**

| | | | | |
|---|---|---|---|---|
| **TRANSMISSION** | | | | |
| Gear Ratio (:1) | | | | |
| First Gear Ratio (:1) | 4.17 | | | |
| Second Gear Ratio (:1) | 2.34 | | | |
| Third Gear Ratio (:1) | 1.52 | | | |
| Fourth Gear Ratio (:1) | 1.14 | | | |
| Fifth Gear Ratio (:1) | 0.86 | | | |
| Sixth Gear Ratio (:1) | 0.69 | | | |
| Reverse Ratio (:1) | 3.40 | | | |
| Clutch size (in) | | | | |
| Power Take-Off | | | | |
| **TRANSFER CASE** | | | | |
| Transfer case model | | | | |
| Gear Ratio (:1) | | | | |
| Transfer case high gear ratio | | | | |
| Transfer case low gear ratio | | | | |
| Transfer case power take off | No | | | |
| **DIFFERENTIAL** | Front | | Rear | |
| Axle Ratio (:1) | * 3.31 | | * 3.31 | |
| **ELECTRICAL** | | | | |
| Battery | 1 | 2 | 3 | Total |
| Battery cold cranking Amps @ 0 F | 750.00 | 750.00 | | 1,500.00 |
| Alternator | | | | |
| Alternator Amps | 155.00 | | | |
| **COOLING SYSTEM** | | | | |
| Cooling system capacity | | | | |
| Engine oil cooler | None | | | |

* Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 357.0, Data updated 10/21/2014

Customer File:

**Prepared For:**
Cherokee County

**Prepared By:**
administrator
Alex Hardeman Arnold
1255 Charles Hardy Pkwy
Dallas, GA 30157
Phone: (770) 445-8891
Fax: (770) 445-9659
Email:
ahardeman@hardyautomotive.com

# 2015 Fleet/Non-Retail Ford F-150 4WD SuperCab 145" XL X1E

## *TECHNICAL SPECIFICATIONS*

**DIMENSIONS - 2015 Fleet/Non-Retail X1E 4WD SuperCab 145" XL**

| | |
|---|---|
| **EXTERIOR DIMENSIONS** | |
| Wheelbase (in) | 145.00 |
| Length, Overall w/o rear bumper (in) | |
| Width, Max w/o mirrors (in) | |
| Height, Overall (in) | |
| Overhang | |
| Overhang, Front | |
| Front Bumper to Back of Cab (in) | |
| Cab to Axle (in) | |
| Cab to End of Frame (in) | |
| Ground to Top of Load Floor (in) | |
| Ground to Top of Frame (in) | |
| Frame Width, Rear (in) | |
| Ground Clearance | |
| Ground Clearance, Front | |
| Ground Clearance, Rear | |
| **CARGO AREA DIMENSIONS** | |
| Cargo Box Length @ Floor (in) | 78.00 |
| Width | |
| Cargo Box Width @ Top, Rear | |
| Cargo Box Width @ Floor | |
| Cargo Box Width @ Wheelhousings | |
| Cargo Box (Area) Height (in) | |
| Tailgate Width (in) | |
| Cargo Volume ($ft^3$) | |
| Ext'd Cab Cargo Volume ($ft^3$) | |
| **INTERIOR DIMENSIONS** | |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.


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Cherokee County

**Prepared By:**
administrator
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Dallas, GA 30157
Phone: (770) 445-8891
Fax: (770) 445-9659
Email:
ahardeman@hardyautomotive.com

# 2015 Fleet/Non-Retail Ford F-150 4WD SuperCab 145" XL X1E

## *TECHNICAL SPECIFICATIONS*

**DIMENSIONS - 2015 Fleet/Non-Retail X1E 4WD SuperCab 145" XL**

| | | |
|---|---|---|
| **INTERIOR DIMENSIONS** | | |
| Passenger Capacity | 6 | |
| Seating Position | Front | Second |
| Head Room (in) | | |
| Leg Room (in) | | |
| Shoulder Room (in) | | |
| Hip Room (in) | | |

* Indicates equipment which is in addition to or replaces base model's standard equipment.

## *Selected Options Continued*

**Prepared For:**
**Prepared By:** Jack Eastland
**Dealership:** Wade Ford Inc.

| Code | Description | Class |
|---|---|---|
| | *Includes 2-way manual driver/passenger adjustment and armrest.* | |
| **Other Options** | | |
| 145WB | **146" Wheelbase** | STD |
| STDRD | **Radio: AM/FM Stereo w/Clock & 6 Speakers** | INC |
| 86A | **XL Chrome Appearance Package (Fleet)**<br>*(64F) Wheels: 17" Silver Painted Aluminum; Chrome Front & Rear Bumpers : Includes body-color front fascia.; (595) Fog Lamps (Fleet)* | OPT |
| 53B | **Class IV Trailer Hitch Receiver**<br>*Includes smart trailer tow connector and 4-pin/7-pin wiring harness. REQUIRED for towing up to 5,000 lbs.* | INC |
| 53A | **Trailer Tow Package**<br>*Auxiliary Transmission Oil Cooler; (53B) Class IV Trailer Hitch Receiver : Includes smart trailer tow connector and 4-pin/7-pin wiring harness.; Upgraded Front Stabilizer Bar. . REQUIRED for towing over 5,000 lbs.* | OPT |
| 67T | **Integrated Trailer Brake Controller** | OPT |
| PAINT | **Monotone Paint Application** | STD |
| 595 | **Fog Lamps (Fleet)** | INC |
| **Interior Colors For : Primary w/XL (SuperCab)** | | |
| CG | **Dark Earth Gray** | OPT |
| **Primary Colors For : Primary w/XL (SuperCab)** | | |
| UH | **Tuxedo Black Metallic** | OPT |

**Vehicle Subtotal**
**Destination**
**Vehicle Subtotal (Including Destination)**

PRICE $25,529.00

**Prepared For:**
Cherokee County
1130 Bluffs Parkway
Canton, Georgia, 30114
Phone: (678) 493-6000

**Prepared By:**
Jack Eastland
Wade Ford Inc.
3860 South Cobb Drive
Smyrna, Georgia, 30080
Phone: (678) 385-3452
Fax: (770) 433-2412

# *Vehicle Profile*

## 2015 Ford F-150

**4x4 SuperCab Styleside 6.6' box 145" WB XL (X1E)**

### Powertrain
EcoBoost 3.5L V-6 DOHC direct gasoline injection 24 valve twin turbo engine with Ti-VCT variable valve control * 155 amp alternator * 750 amp 78 amp hours (Ah) HD battery with run down protection * HD radiator, transmission oil cooler * 6-speed electronic automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with electronic transfer case shift, auto locking hubs * ABS & driveline traction control * 3.55 axle ratio * Stainless steel exhaust

### Steering and Suspension
Electric power-assist rack and pinion steering with speed-sensing assist * 4-wheel disc brakes with front and rear vented discs * Electronic stability stability control with anti-roll * Independent front suspension * Front double wishbone suspension * HD front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rigid rear axle * Rear leaf suspension * Rear leaf springs * Gas-pressurized rear shocks * Front and rear 17.0" x 7.50" silver aluminum wheels * P265/70SR17.0 OWL AT front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

### Safety
4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners * SecuriLock immobilizer

### Comfort and Convenience
Air conditioning, underseat ducts * AM/FM stereo, clock, seek-scan, 6 speakers, fixed antenna * 2 1st row LCD monitors * Manual tailgate/rear door lock * 3 12V DC power outlets, front lighter element(s) location * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, transmission fluid temp gauge, exterior temp, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Manual front windows fixed rear windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade * Glove box, front and rear cupholders, instrument panel bin, dashboard storage, driver and passenger door bins, rear door bins

### Seating and Interior
Seating capacity of 6 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest * 4-way adjustable driver seat * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold-up cushion, 3 adjustable rear head restraints * Cloth faced front seats with cloth back material * Cloth faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, cabback insulator, chrome interior accents

### Exterior Features

**Exterior Features (Continued)**

Side impact beams, aluminum body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with reverse opening rear driver's side door, reverse opening rear passenger's side door tailgate rear cargo door * Class IV trailering, trailer harness, trailer hitch, brake controller, trailer sway control * Driver and passenger manual black folding outside mirrors, driver convex spotter outside mirror * Front and rear chrome bumpers, with front body-colored rub strip/fascia accent, front tow hooks rear step * Aero-composite halogen headlamps * Additional exterior lights include front fog/driving lights, pickup cargo box light * Clearcoat monotone paint

**Warranty**

| | | | |
|---|---|---|---|
| Basic | 36 month/36,000 miles | Powertrain | 60 month/60,000 miles |
| Corrosion Perforation | 60 month/unlimited mileage | Roadside Assistance | 60 month/60,000 miles |

**Dimensions and Capacities**

| | | | |
|---|---|---|---|
| Output | 365 hp @ 5,000 rpm | Torque | 420 lb.-ft. @ 2,500 rpm |
| 1st gear ratio | 4.170 | 2nd gear ratio | 2.340 |
| 3rd gear ratio | 1.520 | 4th gear ratio | 1.140 |
| 5th gear ratio | 0.860 | 6th gear ratio | 0.690 |
| Reverse gear ratio | 3.400 | Curb weight | 4,587 lbs. |
| GVWR | 6,300 lbs. | Front | 3,375 lbs. |
| Rear GAWR | 3,300 lbs. | Payload | 1,660 lbs. |
| Front curb weight | 2,726 lbs. | Rear curb weight | 1,861 lbs. |
| Front spring rating | 3,375 lbs. | Rear spring rating | 3,300 lbs. |
| Towing capacity | 11,800 lbs. | 5th-wheel towing capacity | 10,600 lbs. |
| Front legroom | 43.9 " | Rear legroom | 33.5 " |
| Front headroom | 40.8 " | Rear headroom | 40.3 " |
| Front hiproom | 62.5 " | Rear hiproom | 64.7 " |
| Front shoulder room | 66.7 " | Rear shoulder room | 65.8 " |
| Passenger area volume | 116.0 cu.ft. | Length | 231.9 " |
| Body width | 79.9 " | Body height | 76.9 " |
| Wheelbase | 145.0 " | Fuel tank | 23.0 gal. |
| Exterior cargo length | 78.9 " | Exterior cargo minimum width | 50.6 " |
| Exterior cargo volume | 62.3 cu.ft. | Exterior cargo pickup box depth | 21.4 " |
| Exterior cargo maximum width | 65.2 " | Exterior cargo pickup | Interior maximum cargo volume |

**Prepared For:**
Cherokee County
1130 Bluffs Parkway
Canton, Georgia, 30114
Phone: (678) 493-6000

**Prepared By:**
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Wade Ford Inc.
3860 South Cobb Drive
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Phone: (678) 385-3452
Fax: (770) 433-2412

# *Selected Options*

## 2015 Ford F-150

**4x4 SuperCab Styleside 6.6' box 145" WB XL (X1E)**

**Vehicle Snapshot**

**Engine:** 3.5L V6 EcoBoost
**Transmission:** Electronic 6-Speed Automatic
**Rear Axle Ratio:** Electronic Locking w/3.55
**GVWR:** TBD

| Code | Description | Class |
|---|---|---|
| X1E | Base Vehicle Price (X1E) | STD |
| **Packages** | | |
| 100A | Equipment Group 100A Base<br>*(998) Engine: 3.5L Ti-VCT V6 (FFV); (446) Transmission: Electronic 6-Speed Automatic : Includes tow/haul mode.; (X26) 3.73 Axle Ratio; (STDGV) GVWR: 6,300 lbs Payload Package; (STDTR) Tires: P265/70R17 OWL A/T : Includes OWL A/T spare tire.; (64C) Wheels: 17" Silver Steel; (C) Cloth 40/20/40 Front Seat : Includes 2-way manual driver/passenger adjustmant and armrest.; (STDRD) Radio: AM/FM Stereo w/Clock & 6 Speakers* | OPT |
| **Powertrain** | | |
| 99G | Engine: 3.5L V6 EcoBoost<br>*(X27) 3.31 Axle Ratio; (NONGV2) GVWR: TBD. . Torque: 420 ft.lbs. @ 2500 rpm.* | OPT |
| 446 | Transmission: Electronic 6-Speed Automatic<br>*Includes tow/haul mode.* | INC |
| XL9 | Electronic Locking w/3.55 Axle Ratio | OPT |
| | GVWR: TBD | INC |
| **Wheels & Tires** | | |
| STDTR | Tires: P265/70R17 OWL A/T<br>*Includes OWL A/T spare tire.* | INC |
| 64F | Wheels: 17" Silver Painted Aluminum | INC |
| **Seats & Seat Trim** | | |
| C | Cloth 40/20/40 Front Seat | INC |

# FLEET - COMMERCIAL - GOVERNMENT SALES

# BRANNEN Motor Company

"MIDDLE GEORGIA'S OLDEST FORD FAMILY"

Phone (478) 627-3221
Toll Free: 800-999-9606
Fax: (478) 627-9550

P.O. Box 746

1080 Second St.
I-75 & GA 230 (Exit 122)
Unadilla, GA 31091

10-13-2014

## FLEET PROPOSAL

Mike Fax: 770-345-1998

Cherokee County

1 each 2015 Ford F150 XL, extended cab, 4 wheel drive, 6½ ft. bed, pwr. windows & locks, tilt wheel, AM FM stereo radio/clock, vinyl 40/20/40 front seat, vinyl 60/40 rear seat, vinyl floor covering, air cond., pwr. steering, ABS brakes, 3.5L-V-6 Ecoboost engine, 6 speed automatic trans, P265/70Rx17 tires, hub caps, electronic locking rear axle, trailer tow pkg. w/ receiver hitch, rear step bumper, spare tire & wheel, remote keyless entry, electronic shift-on-the-fly

$25,912

TOTAL:

Thanks,

BY: Bobby Reed

TITLE: Fleet Mgr.

# Cherokee County, Georgia
## Agenda Request

SUBJECT: Fire Software Purchase MEETING DATE: 11/18/2014

SUBMITTED BY: Chief Timothy Prather, Fire & ES

COMMISSION ACTION REQUESTED:

Authorize budget amendment in the amount of $99,145 in the Fire Fund and authorize Professional Services Agreement with IntelliTime Systems for the purchase of Fire Scheduling Software.

FACTS AND ISSUES:

The Fire Department has been budgeting monies for the purchase of an automatic scheduling tool to replace the its existing manual scheduling efforts. RFP#2014-63 was released on June 19, 2014 and three companies submitted proposals on July 16, 2014. One of the proposals was deemed "non-responsive" as it did not address the minimum technical requirements needed. A selection committee reviewed the two responsive proposals and recommends award in the total amount of $148,465 for the first year to the lowest priced evaluated proposer as outlined in the attached Procurement Summary. The annual maintenance and hosting fee of $30,115 per year, beginning County FY2016, will be budgeted in the Fire Fund's annual budget.

| Proposer | Yr 1 Cost | Yr 2 Cost | Yr 3 Cost | Yr 4 Cost | Yr 5 Cost | Total 5 Yr Cost | Total Score |
|---|---|---|---|---|---|---|---|
| **IntelliTime** | **$148,465** | **$30,115** | **$30,115** | **$30,115** | **$30,115** | **$268,925** | **100** |
| Kronos | $139,773 | $35,703 | $35,703 | $35,703 | $35,703 | $318,288 | 90.4 |

A budget amendment is needed to reallocate a total of $99,145 in FY2015 budgeted personnel and operations monies. The monies in the Overtime and Salary Contingency line items are anticipated savings that will be realized from converting from a manual scheduling system to an automated scheduling system.

BUDGET:

| Fund | Account# | Amount |
|---|---|---|
| Fire Fund 270 | 23510000-542400 | $99,145 |
| SPLOST V Fund 322 | 33520000-542400-57410 | $49,320 |
| | TOTAL | $148,465 |

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:

Authorize budget amendment in the amount of $99,145 in the Fire Fund and authorize Professional Services Agreement with IntelliTime Systems for the purchase of Fire Scheduling Software.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

# Procurement Summary

| | |
|---|---|
| **Date Submitted:** | **12-Nov-14** |
| **Submitted by:** | **Dale Jordan** |
| **PSA Number:** | |
| **Value of Contract:** | **$ 268,925** |
| **Period of Performance:** | **Including Start-up: Aprox. Dec-14 through Mar-20** |
| **Supplier Name:** | IntelliTime Systems Corporation |
| **General Description:** | Scheduling Software and Hosting |
| **Source of Funds:** | SPLOST & Operations Budgets |

**Contract Information**

**Proposed Contract Type**

| | |
|---|---|
| X | Standard Professional 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:** 2 | 3 (See *Notes below.)

**Supplier Selection Based on:**

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

***

| Weight | Evaluation Criteria |
|---|---|
| 50% | Price |
| 30% | Technical |
| 10% | Business |
| 10% | Service |
| | |

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

| | |
|---|---|
| X | 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***** | Item(s) | Bidder | | Rep Brand |
|---|---|---|---|---|---|
| 100.0 | $ 268,925 | SW & Hosting | IntelliTime Systems Corporation | | IntelliTime |
| 90.4 | $ 282,583 | SW & Hosting | Kronos | | Kronos |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Fair Price Determination:**

| Method | Price Analysis Type |
|---|---|
| X | Lowest Bidder |
| | 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:** Pricing contemplates five years of hosting, purchase of 4 clocks and perpetual software licensing. The cost for the first year with IntelliTime is $148,465 and then $30,115 each year thereafter for Hosting/Support. The cost for the first year with Kronos is $139,773 and then $35,703 each year thereafter for Hosting/Support. IntelliTime contained both the best price over the five year period and represented the best solution for the FD's areas of opportunity.

**Why Other Than Low Bidder Selected:** (If Applicable) See notes below, lowest price was from Aladtec. Ultimately (1) the functionality was inadequate/uncomparable with the other two bidders and (2) they did not offer a perpetual license, their business model only supported subscription licensing.

***Notes:**

The Fire Department requirements were developed after evaluating the issues associated with the current tools and processes. Initial proposals resulted in 2 suppliers meeting the majority of the requirements and 1 supplier with a less robust offering but much less expensive and willing to customize their offering. When evaluated it was determined that what the Aladtec solution did, it did well, was well designed and was very intuitive. When best and final updates were obtained and evaluated it was determined that Aladtec's solution contained too many development requirements in critical functional areas core to the FD's needs and represented too large of a risk for final consideration.

Notes:

| | |
|---|---|
| Perpetual License | Software purchase that can be used indefinately without the requirement of additional payments related to use. |
| Subscription License | Software purchase that can only be used for a specific period of time and requires additional payments for additional time. |

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

**Instructions:**

* For budget amendments increasing or decreasing the budget revenues must equal expenditures.
* 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 |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

**EXPENDITURES:**

| Department Org Code | Object | Account Name | Amount |
|---|---|---|---|
| 23535000 | 523800 | FIRE IT DIV 3535 - LICENSES | (37,200.00) |
| 23535000 | 521200 | FIRE IT DIV 3535 - PROF SVCS | (9,300.00) |
| 23520000 | 511104 | FIRE FIGHTING 3520 - SAL CONT | (30,040.00) |
| 23520000 | 511300 | FIRE FIGHTING 3520 - OT | (22,605.00) |
| | | | |
| 23510000 | 542400 | FIRE ADMIN 3510 - COMPUTERS | 99,145.00 |
| | | | |

**PURPOSE OF TRANSFER/ AMENDMENT**

TRANSFER BUDGETED MONIES TO CAPITAL EXPENSE LINE ITEM TO COVER PURCHASE OF FIRE SCHEDULING SOFTWARE PURCHASE $99,145 FROM PERSONNEL AND OPS BUDGET AND $49,320 FROM SPLOST V 57410

**Department Head Approval:** *Timothy Prather, Chief*

**County Manager Approval:**

**Date Approved by BOC (please attach a copy of Minutes)** 11/18/2014

# PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is effective as of this_____ day of November 2014, 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 IntelliTime Systems Corporation, a Corporation having a place of business at 1118 E 17th Street, Santa Ana, California 92701 ("Consultant"), collectively referred to as the "Parties."

## WITNESSETH THAT:

**WHEREAS,** the County desires to retain Consultant to provide certain services generally described as Software and Hosting; and

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

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

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

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

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

## I. SCOPE OF SERVICES AND TERMINATION DATE

### A. Project Description

Provide perpetual nonexclusive software licensing, set-up, training, go-live support and hosting of scheduling software in support of the Cherokee County Board of Commissioners Fire Department.

### B. The Work

The Work to be completed under this Agreement (the "Work") consists of providing software, subject to Exhibit H that meets the needs identified in the Request for Proposals 2014-63 and as defined in the IntelliTime proposal that supports the planning, monitoring, reporting and file output to MUNIS for payroll management needs of both a regular 40 hour week and the 24 hours on / 48 hours off scheduling used by the Fire Department. The work includes the support necessary to support a go live with the software, four clocks for the office environments and hosting of the software subject to Exhibit J.

### C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed in phases, with the final phase of hosting and software support extending out for a total of five years from the software readiness, as per Exhibit I, currently expected to begin on or before 31 December 2014 with performance continuing until 01 January 2020. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term **[ ☑unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term]**, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year **[ ☑unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term]** absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

## II. WORK CHANGES

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

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

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

## III. COMPENSATION AND METHOD OF PAYMENT

**A.** County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and the milestone completed. Invoices shall be submitted on a monthly basis. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

**B.** The total amount paid under this Agreement as compensation for Work performed and reimbursement based on the payment schedule as contained in Exhibit D, except as outlined in Section II(C) above shall be $148,465 in year 1 and $30,115 in each year following through year five for a total value of $268,925. The compensation for Work performed shall be based upon the work specifically authorized and paid according to Exhibit D.

**C.**

## IV. COVENANTS OF CONSULTANT

### A. <u>Expertise of Consultant</u>

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

**B. Budgetary Limitations**

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

**C. County's Reliance on the Work**

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

**D. Consultant's Reliance on Submissions by the County**

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

**E. Consultant's Representative**

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

**F. Assignment of Agreement**

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

**G. Responsibility of Consultant and Indemnification of County**

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

**H. <u>Independent Contractor</u>**

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

**I. <u>Insurance</u>**

(1) <u>Requirements</u>:

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

(2) Minimum Limits of Insurance:

Consultant shall maintain the following insurance policies with limits no less than:

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

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

(c) Professional Liability of $1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.

(d) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

(i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant;

automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.

(ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Consultant's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.

(iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.

(v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

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

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

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

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Bests' rating of no less than

A:VII.

(6) Verification of Coverage:

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

(7) Subcontractors:

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

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

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

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

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

Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, **or**

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

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

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

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

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

____ 500 or more employees.

____ 100 or more employees.

____ Fewer than 100 employees.

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

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

**K. Records, Reports and Audits**

(1) Records:

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

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

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

**L. Conflicts of Interest**

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

**M. Confidentiality**

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

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

**N. Licenses, Certifications and Permits**

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

**O. Key Personnel**

All of the individuals identified in Exhibit "C" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Exhibit "C", without written approval of the County. Consultant recognizes that the composition of this team was instrumental in the County's decision to award the work to Consultant and that

compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

### P. Authority to Contract

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

### Q. Ownership of Work

Ownership of Software provided shall be as defined in the license agreement, Exhibit H. All work performed to establish the initial set-up and data population shall become considered works for hire and become the property of the County.

### R. Nondiscrimination

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

## V. COVENANTS OF THE COUNTY

### A. Right of Entry

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

### B. County's Representative

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

## VI. TERMINATION

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

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

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

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

## VII. NO PERSONAL LIABILITY

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

## VIII. ENTIRE AGREEMENT

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

## IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties,

provided that no party may assign this Agreement without prior written approval of the other party.

## X. APPLICABLE LAW

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

## XI. CAPTIONS AND SEVERABILITY

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

## XII. BUSINESS LICENSE

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

## XIII. NOTICES

### A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Amy Turcotte for the County and Beth Brock for the Consultant.

### B. Official Notices

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

**NOTICE TO THE COUNTY** shall be sent to:

Purchasing Director
Cherokee County Board of Commissioners
1130 Bluffs Parkway

Canton, GA 30114

**NOTICE TO THE CONSULTANT** shall be sent to:

Dennis Peters
IntelliTime Systems Corporation
1118 E 17th Street
Santa Ana, California 92701

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

## XIV. WAIVER OF AGREEMENT

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

## XV. NO THIRD PARTY RIGHTS

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

## XVI. SOVEREIGN IMMUNITY

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

## XVII. FORCE MAJEURE

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

**IN WITNESS WHEREOF** the County and the Consultant have executed this Agreement effective as of the date the last Party executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

_____
County Attorney

**CONSULTANT:**

_____
By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

_____
**Witness**

_____
Notary Public

[NOTARY SEAL]

**My Commission Expires:**

_____

**CHEROKEE COUNTY**

_____
By: _____
Its: _____

[COUNTY SEAL]

**SIGNED, SEALED, AND DELIVERED**
in the presence of:

_____
Witness

_____
**Notary Public**

[NOTARY SEAL]

**My Commission Expires:**

_____

**EXHIBIT "A"**

**STATE OF GEORGIA**
**COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

Focus Counseling and Training, Inc._
Name of Contractor

_Seven Challenges and related counseling_____
Name of Project

_Cherokee County_____
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

_Beth Brock, LCSW Title: CEO_____
Printed Name and Title of Authorized Officer or Agent

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

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
_____

**EXHIBIT "B"**

**STATE OF GEORGIA**
**COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

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

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

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

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

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

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

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

**EXHIBIT "C"**
**(None identified)**

Exhibit D
Schedule of Pricing

## Exhibit D. IntelliTime Pricing for County of Cherokee Fire and EMS Departments - Hosted Option

Pricing Valid for 180 Days from 11/7/2014

| Part Number | | Product | | | Services | Quoted Pricing: Software License | Quoted Pricing: Hardware | Quoted Pricing: Annual Support |
|---|---|---|---|---|---|---|---|---|
| | | **License fees are one time, perpetual licenses.** | | | | | | |
| 2141 | 1 | IntelliTime SQL Server 2008 Database - Enterprise License<br>*incl. FTP, Import Data, Payroll Editing Reports*<br>*Electronic Signatures, Audit Trail, Rule Engine* | | | | 4,000.00 | | 2,500.00 |
| | 1 | ***Interface to Munis Payroll System***<br>*Import Employee, HR and Leave Accrual Information each Pay Period*<br>Import Account Codes from Financial System, Export Timecards<br>Interface to Munis | | 5,000.00 | | 5,000.00 | | 1,000.00 |
| 9200 | 1 | **Get External Data - Import Data from External Sources**<br>Interface to RescueNet Fire RMS<br>*Import training certifications, work orders, etc.* | | 9,995.00 | | 9,995.00 | | 1,999.00 |
| | | **Number of Users and Supervisors** | **License Fee** | | | | | |
| 3195 | | VTI User Licenses 320 | 45.00 | | | 14,400.00 | | 2,880.00 |
| | | Includes (2) Bi-Weekly Timecards, Leave Request, Swap Request, Prior Period Adjustment Forms<br>Support for Time Clocks | | | | | | |
| 5013 | 100 | Professional Support Hour Budget - **Timekeeping - 180 Day Implementation Project**<br>*Custom Test Plan, Rules, FLSA, Leave Accrual Rules,*<br>*Test Systems Interfaces to Munis and RescueNet* | | 155.00 | 15,500.00 | | | |
| 5014 | 24 | Project Management 180 **Day Timekeeping Implementation Project** | | 170.00 | 4,080.00 | | | |
| 6200 | 1 | **VTI Dynamic Staff Scheduling Module** 320<br>24 x 7 Shift Scheduling and Hiring Per User License | 90.00 | | | 28,800.00 | | 5,760.00 |
| 5013 | 40 | Professional Support Hour Budget - **Scheduling 90 Day Implementation Project**<br>*Define Shift Templates, Jobs, Skills, Hiring Lists*<br>*Shift Statuses - Link to Timecard* | | 155.00 | 6,200.00 | | | |
| 5014 | 20 | Project Management **90 Day Scheduling Implementation Project** | | 170.00 | 3,400.00 | | | |
| 5210 | 1 | **IntelliTime IVR Interface Schedule Hiring Telephone Timekeeping 4 ports** | | 9,995.00 | | 9,995.00 | | 1,800.00 |
| G1-CARD | 4 | **IntelliTime G-1 Time Clock with 320 x 240 Backlit Display - Bar Code/Mag Stripe Reader** | | 1,200.00 | | | 4,800.00 | 940.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 6000 | 4 | **IntelliTime G-1 Time Clock Interface Application - Per Time Clock** | 295.00 | | | 1,180.00 | 236.00 |
| | | **IntelliTime Training** | | | | | |
| 6230 | 1 | Days On Site Instructor Led Training<br>Up to Four Classes per day can be scheduled to train Users and Supervisors<br>***VTI Supervisor Class*** *- Classroom Training, 10-12 Attendees*<br>*One hour and forty five minute hands on class w/ handouts*<br>***VTI User Class*** *- Auditorium Demonstration, 100 Attendees*<br>*One hour and forty five minute instructional demo w/ handouts* | 1,500.00 | 1,500.00 | | | |
| 6210 | 1 | **VTI Schedule Administrator Class (Schedulers, Schedule Admins, Supervisors)**<br>*Per day, on-site at user Agency, including on-site support during roll out to live operation.* | 1,500.00 | 1,500.00 | | | |
| 6210 | 1 | **VTI Time and Attendance Administrator Class (Payroll Clerks, Payroll Supervisors)**<br>*Four half day, on-site at user Agency, including on-site support during Agency roll out to live operation.* | 5,000.00 | 5,000.00 | | | |
| | 1 | Per Diem | | 3,000.00 | | | |
| | 1 | Software Escrow | | | | | 1,000.00 |
| | | **System Totals** | | 40,180.00 | 72,190.00 | 5,980.00 | 18,115.00 |

| | |
|---|---|
| Configuration, Training, Project Management | 40,180.00 |
| Perpetual License Fee | 72,190.00 |
| Annual Hosting Year 1 | 12,000.00 |
| Annual Support Year 1 | 18,115.00 |
| Time Clock and IVR Hardware Purchase | 5,980.00 |
| | $148,465.00 |

**Payment Schedule**

| | | |
|---|---|---|
| 20% | Contract Signing and Delivery of Software Licenses and Sandbox Fully Configured Site | $29,693.00 |
| 40% | Delivery of Customizations, Interfaces, Installation at County of Cherokee | $59,386.00 |
| 20% | Completion of Administrator/Scheduler Training | $29,693.00 |

| | | | |
|---|---|---|---|
| 20% | Final Acceptance - Two Pay Periods Live | | $29,693.00 |
| 100% | | | $148,465.00 |
| | | Year 2 Cost | $30,115.00 |
| | | Year 3 Cost | $30,115.00 |
| | | Year 4 Cost | $30,115.00 |
| | | Year 5 Cost | $30,115.00 |
| | | **5 Year Total** | $268,925.00 |

**Travel and Per Diem**

**Travel expense**

**Unit costs not to be exceeded without prior written approval**

| | | | |
|---|---|---|---|
| Per diem | 240 | 5 | 1,200.00 |
| Per trip | 600 | 3 | 1,800.00 |
| | | | 3,000.00 |

**Optional Items**

| | | | | | | |
|---|---|---|---|---|---|---|
| G1-BIO | 1 | **IntelliTime G-1 Time Clock with 320 x 240 Backlit Display - Biometric Reader** | 1,795.00 | | 1,795.00 | 250.00 |
| G1-PROX | 1 | **IntelliTime G-1 Time Clock with 320 x 240 Backlit Display - Proximity Reader** | 1,450.00 | | 1,450.00 | 235.00 |
| G1-CARD | 1 | **IntelliTime G-1 Time Clock with 320 x 240 Backlit Display - Bar Code/Mag Stripe Reader** | 1,200.00 | | 1,200.00 | 235.00 |
| 6000 | 1 | **IntelliTime G-1 Time Clock Interface Application - Per Time Clock** | 295.00 | | 295.00 | 59.00 |
| G1-UPS | 1 | **IntelliTime G-1 UPS Battery Backup Option** | 125.00 | | 125.00 | 25.00 |
| G2-BIO | 1 | **IntelliTime G-2 Time Clock with 320 x 240 Backlit Display - Biometric Reader**<br>Allows employees to punch in and out, change Jobs, Departments, Request Leave | 2,995.00 | | 2,995.00 | 250.00 |
| G2-PROX | 1 | **IntelliTime G-2 Time Clock with 320 x 240 Backlit Display - Proximity Reader**<br>Allows employees to punch in and out, change Jobs, Departments, Request Leave | 2,795.00 | | 2,795.00 | 235.00 |
| G2-CARD | 1 | **IntelliTime G-2 Time Clock with 320 x 240 Backlit Display - Bar Code/Mag Stripe Reader**<br>Allows employees to punch in and out, change Jobs, Departments, Request Leave | 2,450.00 | | 2,450.00 | 235.00 |
| 8000 | 1 | **IntelliTime Time Clock Interface Application - Per Time Clock** | 495.00 | | 495.00 | 99.00 |
| G2-UPS | 1 | **IntelliTime G-2 UPS Battery Backup Option** | 150.00 | | 150.00 | 30.00 |
| 9500 | 1 | **IntelliTime Active Directory Integration - Single Sign On**<br>Can use network sign in to log in to Scheduling and Timekeeping | 4,500.00 | 4,500.00 | | 1,295.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 9200 | 1 | **Get External Data - Import Data from External Sources**<br>For In-House Scheduling Systems, Maintenance Management Systems, etc. | 9,995.00 | | 9,995.00 | 1,999.00 |
| 5210 | 1 | **IntelliTime IVR Interface Schedule Hiring Telephone Timekeeping 4 ports** | 9,995.00 | | 9,995.00 | 1,800.00 |
| 5210 | 1 | **IntelliTime IVR Interface Schedule Hiring Telephone Timekeeping 12 ports** | 14,995.00 | | 14,995.00 | 2,995.00 |
| 5210 | 1 | **IntelliTime IVR Interface Schedule Hiring Telephone Timekeeping 24 ports** | 24,995.00 | | 24,995.00 | 4,500.00 |
| 6013 | 1 | **Custom Reports** | 1,000.00 | 1,000.00 | | |

# Exhibit I
# Certificate of Installation

**Date:** _____

**Customer**

**County of Cherokee, Georgia**

**Hosting Anniversary Date**

The hardware and software system purchased from IntelliTime Systems Corporation has been successfully installed and made ready for your acceptance testing and the commencement of user and administrator training. A maintenance anniversary date has been established below as the start of the billable Annual Support services.

**Assigned Date:** _____

**Term**

The initial term of the Annual Hosting, Maintenance and Support Agreement shall be from the Assigned Date for one year and then automatically renew thereafter unless canceled by the customer.

# Exhibit H

## Software License and Annual Support Agreement

SOFTWARE LICENSE AGREEMENT made this _____ day of November, 2014 by and between Intellitime Systems Corporation, incorporated under the laws of the State of California, USA ("Licensor") and the County of Cherokee, formed under the laws of the State of Georgia "Licensee").

Licensee desires to license certain software programs owned by Licensor for Licensee's own internal use, and Licensor is willing to grant Licensee such a license, subject to the terms and conditions of this Agreement.

In consideration of the license fees to be paid hereunder and for other good and valuable consideration, the parties agree as follows:

**1. GRANT OF LICENSE** . Licensor grants to Licensee and Licensee accepts, on the terms and conditions set forth herein, a nontransferable, nonexclusive right to use the software programs identified on the attached Schedule 1 ("Programs") and the accompanying end user documentation (the "Documentation"; the Programs and the Documentation are collectively referred to herein as the "Software"). Each copy of a Program licensed under this Agreement may only be installed and used on one server at a time, and the Program may only be accessed at any one time by the number of users for which Licensee has paid a license fee. Additional Software may be added to this Software License Agreement through additional Schedules approved by both Licensor and Licensee.

**2. DELIVERY AND PAYMENT** . Licensor shall supply the number of copies of each of the Software listed on the attached Exhibit D and Licensor will invoice Licensee for the License Fees indicated on the attached Exhibit D. License Fees are exclusive of shipping charges and any federal, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the License Fees, or on Licensee's use or possession of the Software, all of which shall be paid by Licensee without deduction from the License Fees. Licensee agrees to pay any invoice in full within 30 days of acceptance. All prices and payments are in U.S. dollars unless otherwise indicated. **3. USE OF THE SOFTWARE** .

3.1. Restrictions on Use . The license granted by Licensor to Licensee to use the Software is subject to the following restrictions:

3.1.1 The Software may be used only by Licensee for its internal business purposes and only for the direct benefit of Licensee.

3.1.2 The Software may be used at any point in time only by the number of persons for whom a license fee has been paid, as specified on Exhibit D; all such use may only be by those persons using the Software for the benefit of Licensee in the course and scope of their employment. Licensee shall be provided with a security code to permit use of the Software by the number of users for whom a license fee has been paid.

3.1.3 Licensee shall use the Software only in its original form, and shall not modify, reverse compile, reverse engineer, disassemble, or translate the Software, except to the extent necessary to permit interoperability between the Software and other software programs, nor

shall Licensee create any derivative works or otherwise use the Software except as specifically permitted in this Agreement.

3.1.4 Licensee shall not rent, lease, sublicense, allow access to, or transfer the Software to any other party, by operation of law or otherwise.

3.1.5 Licensee will not export or re-export the Software without first having obtained the appropriate United States or foreign government export licenses; provided, however, that in no event may Licensee export the Software to any country to which export is prohibited by the United States, or to any country which is not a member of either the Universal Copyright Convention or the Berne Convention (a "Member Country"); provided, that any export to a Member Country is only permitted if such Member Country recognizes copyright protection for software.

3.2. Security Devices . Upon delivery of the Software, Licensor will provide to Licensee one or more authorization codes, which codes will allow the Software to be activated and to allow as many users as for which Licensee has purchased licenses to use the Software. Upon payment of additional license fees, Licensee shall be provided with one or more additional authorization codes that will allow for additional users. Licensee will not attempt to defeat, modify, copy, work around or duplicate any security devices protecting the Software.

3.3. Proprietary Rights . The Software is copyrighted material under the laws of the United States and international treaty provisions. Notwithstanding the copyright, the Software contains trade secrets and confidential information of Licensor. Licensee may make a reasonable number of copies in machine-readable form of the Program which is part of the Software, provided that the copies are used only for back-up or archival purposes and that all copies contain the original copyright notice and all proprietary legends. In addition, Licensee may make the same number of copies of the Documentation as the number of concurrent users for which Licensee has paid a license fee; provided that all copies of the Documentation contain the original copyright notice and all proprietary legends. No other copies may be made of the Software, the Documentation or any part thereof, except as specifically permitted herein.

3.4. Protection of Software . Licensee acknowledges that Licensor represents that the Software and all copies of it, regardless of the form or media in which the original or copies may exist, are the sole and exclusive property of Licensor. Licensee further acknowledges that Licensor represents that the Software, including the source and object codes, logic and structure, constitute valuable trade secrets of Licensor. Licensee agrees to secure and protect the Software consistent with the maintenance of Licensor's rights in the Software, as set forth in this Agreement. Except as expressly permitted herein, Licensee agrees not to disclose or otherwise make available any part of the Software to any third party on any basis. By accepting this License, Licensee does not become the owner of the Software; Licensor retains all right, title and interest in and to the Software. This section shall survive any termination of this Agreement.

**4. TERM OF AGREEMENT**.

4.1. Term and Termination . This Agreement is effective from the date on which Licensor accepts it after execution by Licensee, and shall remain in effect until terminated. Licensee may terminate this Agreement: (a) at any time upon written notice to Licensor or (b) thirty (30) days after written notice to Licensor in the event that Licensor breaches any provision of this Agreement and has not cured such breach within the thirty (30) day period. Licensor may terminate this Agreement in the event of material breach having provided thirty (30) days written notice of such breach to Licensee without a mutually satisfactory resolution.

4.2. Actions to be Taken Upon Termination . Upon termination Licensee shall immediately discontinue use of and return all complete or partial copies of Software, in whatever form or media, and shall delete the Software from its computer libraries.Licensee shall have the right and reasonable time solely to retrieve from the Software any of its transaction data while complying with the termination of use.

4.3. Effect of Termination . Termination of this Agreement shall not bar Licensor from seeking any other remedy it may have available against Licensee for breach of the Agreement. Licensee shall hold Licensor harmless for any loss or other consequences of a termination of the License under this Article 4.

**5. WARRANTY.**

5.1. Limited Warranty . Licensor warrants that the Programs licensed to Licensee hereunder, if properly installed and used, shall materially conform to the specifications set forth in the accompanying Documentation for a period of three (3) months from the date of shipment of the Software to Licensee (hereinafter the "Warranty Period"). Licensee shall promptly notify Licensor in writing upon the discovery of any non-conformance. Licensor shall correct any such non-conformance of which it has been properly notified within the Warranty Period, through the means it determines to be most appropriate, whether by telephone instructions, the issuance of updating documentation, corrective code, or other methods. Any replacement of Software shall be effected only after the return of the non-conforming Software to Licensor.

5.2. Notwithstanding the warranty provisions above, Licensor shall have no warranty obligations with respect to any part or parts of the Software which have been damaged in transit or by improper installation or operation, or by misuse, abuse or negligent use or repair or alteration or improper storage or which have been damaged by use which does not conform to the specific or general instructions of Licensor or to the provisions of the Documentation, or if Licensee or any third party has modified or attempted to modify the Software or if the damage has occurred due to causes external to the Software, or if the Software has been subjected to an extreme power surge or electromagnetic field, whether or not through the fault of Licensee, or if Licensee has refused to implement software changes recommended by Licensor.

5.3. THE WARRANTY SET FORTH ABOVE SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER LIABILITIES, OBLIGATIONS, CONDITIONS AND/OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING BUT NOT LIMITED TO ANY IMPLIED AND/OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED AND/OR STATUTORY WARRANTIES ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE), AND LICENSEE HEREBY WAIVES ALL OTHER RIGHTS, OBLIGATIONS AND/OR WARRANTIES AND ASSUMES ALL RISKS AND LIABILITIES IN RESPECT THEREOF. LICENSOR MAKES NO WARRANTY THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR FREE OR WITHOUT

INTERRUPTION. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE SHALL OPERATE WITH ANY HARDWARE OR SOFTWARE OTHER THAN AS SPECIFIED IN THE DOCUMENTATION

**6. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT OR ANY OF THE ATTACHMENTS HERETO, OR RESULTING FROM THE FURNISHING, PERFORMANCE, OR USE OR LOSS OF ANY SOFTWARE OR OTHER MATERIALS DELIVERED TO LICENSEE HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything herein to the contrary, the maximum aggregate amount of money damages for which Licensor may be liable to Licensee under this Agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid by Licensee to Licensor under this Agreement.

6.1 Patent and Copyright Infringement - To the extent of any limited liability expressed in the contract, IntelliTime Systems Corporation agrees to indemnify, defend, and hold harmless, not excluding the Licensee' right to participate, the Licensee from any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement by the contractor of any United States Patent or trade secret, or any copyright, trademark, service mark, trade name, or similar proprietary rights conferred by common law or by any law of the United States or any state said to have occurred because of systems provided or work performed by IntelliTime Systems Corporation, and, IntelliTime System Corporation shall do what is necessary to render the subject matter non-infringing in order that the Licensee may continue its use without interruption or otherwise reimburse all consideration paid by the Licensee to IntelliTime Systems Corporation.

**7. SUPPORT AND MAINTENANCE TERMS AND CONDITIONS.**

7.1. Provision of Support and Maintenance . Licensee may elect to purchase support and maintenance for the Software as described in this Section 7 by paying Licensor the applicable Maintenance Fees described in herein.

7.2. Term of Maintenance . Licensor agrees to provide Maintenance (as defined herein) to Licensee pursuant to the terms and conditions set forth herein provided that Licensee pays the Maintenance Fee for each Software product for which Maintenance is desired as further described in Section 7.6 below. The remaining portion of the calendar year after the effective date of this Agreement is the first "Maintenance Period" hereunder; each one-year period thereafter beginning on January 1 during the term of this Agreement for which Licensee has paid the applicable Maintenance Fee is a subsequent "Maintenance Period."

7.3. Maintenance Services . In exchange for the Maintenance Fee, Licensor agrees to provide to Licensee during the term of this Agreement support and maintenance (collectively "Maintenance") as follows:

7.3.1. Support - - Licensor will provide telephone support to Licensee for current versions of the Software between the hours of 5:30 a.m. and 5:30 p.m., PST, Monday through Friday, excluding holidays. Licensor will investigate all questions and problems of Licensee promptly. Licensee agrees to provide adequate information to Licensor to assist in the investigation and to confirm that any problems have been resolved.

7.3.2. Maintenance – Licensor will supply to Licensee, at no additional charge, any improvements, upgrades, or modifications to the Software that Licensor makes generally available. Any such improvements, upgrades, or modifications shall become part of the Software for all purposes of this Agreement.

The professional service hours required to install the software and/or new features provided under this section is included in the annual support maintenance and support fee for two version upgrades annually. This schedule is not meant to limit Licensor's provisioning of software patches and fixes as required to maintain Licensee's system in good working order.

Upgrade procedures include Licensor providing Licensee with detailed release notes. Licensor will create a copy of Licensee's production database and update the Test server. The update will be applied and Licensor will perform extensive regression testing and make the Test server ready for customer's testing to include interfaces to your ERP and other related systems. When Licensee informs Licensor that the upgrade has passed acceptance testing, the upgrade will be applied to production. The application of the upgrade to production will be performed during a planned system downtime period.

7.3.2 Licensee acknowledges and agrees that the Maintenance to be provided by Licensor hereunder is limited to the most current version of the Software and the immediately preceding version.

7.4. Training . Licensee may purchase training from Licensor at dates and times as scheduled by Licensor and acceptable to Licensee. All travel, living, and other out-of-pocket expenses incurred by Licensee's employees will be paid by Licensee, provided such expenses have been preapproved by contract modification, Purchase Order or in writing by the Director of Procurement in advance by Licensee.

7.5. Exclusions . Licensor's obligation to provide Maintenance is contingent upon proper use of the Software. Moreover, Licensor shall be under no obligation to provide Maintenance should such services be required due to (a) damage occurring in transit; (b) improper installation or operation by Licensee; (c) misuse, abuse or negligent use, repair, alteration or improper storage or any use which does not conform to the specific or general instructions of Licensor or to the provisions of the Documentation; (d) any modification or attempted modification of the Software by Licensee or any third party; € causes external to the Software or if the Software has been subjected to an extreme power surge or electromagnetic field, whether or not through the fault of Licensee; or (f) Licensee's failure or refusal to implement software changes recommended by Licensor.

7.6. Consideration . In payment of the services beyond the term of the Professional Services Agreement term to be provided by Licensor hereunder, Licensee shall pay Licensor on an annual basis 20% of the then current license fee for each Software program listed on Exhibit D of this Agreement or such of those Software programs for which Licensee wishes to continue Maintenance ("Maintenance Fee"). Licensor shall invoice Licensee for Maintenance Fees annually, unless either party terminates Maintenance for a subsequent Maintenance Period as provided herein. In addition, Maintenance shall be discontinued for any

Maintenance Period for which Licensee fails to pay Licensor's invoice within thirty (30) days after the date of the invoice. All payments to Licensor under this Agreement shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, set-offs or deductions of any nature. In the event that, by prevailing laws of the territory in which Licensee operates, any withholding or other tax may become necessary, Licensee shall pay on its own account such taxes directly to the tax authorities of the territory.

7.7. Termination . Licensee may terminate Maintenance hereunder by so notifying the Licensor at least thirty (30) days prior to the start of any Maintenance Period. Termination of Maintenance hereunder shall not in and of itself terminate this Agreement.

**8. MISCELLANEOUS PROVISIONS .**

8.1. Assignment . This Agreement and any rights hereunder, in whole or in part, shall be assignable or otherwise transferrable by Licensee only in the event the Cherokee County Fire Department is reorganized or otherwise maintains the majority of its responsibilities while being managed under a different governing authority and subject to theapproval of Licensor, which shall not be unreasonably withheld and any other purported assignment or transfer shall be null and void.

8.2. Severability . If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY OR LIMITED WARRANTY IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

8.3 Breach . No consent by either party to, or waiver of, a breach of this Agreement by the other party, whether express or implied, shall constitute a consent to, waiver of, or excuse for any other different, continuing, or subsequent breach.

8.4 Entire Agreement . This Agreement and the Schedules and attachments hereto constitute the entire agreement between the parties concerning the Software and supersede all prior agreements, whether written or verbal, between the parties. No purchase order, other ordering document or any other document which purports to modify or supplement this Agreement or any Schedule or attachment hereto shall add to or vary the terms and conditions of this Agreement unless executed by both Licensor and Licensee. No amendment shall be considered to have been made to this Agreement unless it is in writing and is executed by both of the parties.

8.5 Governing Law The parties agree that this Agreement shall be governed and construed by the laws of the State of Georgia, USA. Licensee hereby submits to the jurisdiction and venue of the federal courts of the United States District Court of Cherokee County, GA.

# Exhibit J

Hosting Services and Systems Availability Service Standards (SASS)

IntelliTime Systems Corporation provides this SASS subject to the terms and conditions below, which will be fixed for the duration of the initial term of the Service subscription. If a Service subscription is renewed, the version of this SASS that is current at the time the renewal term commences will apply throughout the renewal term.

**A. Monthly Service Level**

a. The Service Level is 99.9% (average of 43 minutes month system is inaccessible)
b. The Monthly Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage = (Total number of minutes in a given calendar month - Total number of minutes of Unplanned Downtime in a given calendar month) / Total number of minutes in a given calendar month.

**B. Service Resumption**

a. Should the Service Level fall below 99.9% for a given month, IntelliTime Systems Corporation will take immediate action to correct issues causing the service level violation.
b. IntelliTime Systems Corporation will work directly with customers submitting Service Disruption Claims, at no charge, with Service Assistance including dedicated additional processing or data entry that was the result of service disruption.

**C. Service Disruption Claims**

a. Customer must provide all reasonable details regarding the Service Disruption Claim, including but not limited to, detailed description of the Incident, the duration of the Incident, the number of affected users and the locations of such users and any attempts made by Customer to resolve the Incident.
b. IntelliTime Systems Corporation will use all information reasonably available to it to validate claims and make a good faith judgment on whether the SASS and Service Levels apply to the claim.
c. IntelliTime Systems Corporation will use commercially reasonable efforts to process claims within 45-days. In most cases providing immediate assistance to impacted customers.

**D. Exclusions**

a. Unplanned Downtime does not include:

i. The period of time when the Service is not available as a result of Scheduled Downtime; or

ii. The following performance or availability issues that may affect the Service:

1. Due to factors outside IntelliTime Systems Corporation's reasonable control;
2. Related to add-on features for the Service, including, but not limited to customization, unique configurations and bulk data processing;
3. That resulted from Customer's or third party hardware, software or services, including telecom providers;
4. That resulted from actions or inactions of Customer or third parties;
5. Intermittent periods of Unplanned Downtime that are two minutes or less in duration

**E. Definitions:**

a. "Service Disruption Claim" means a claim submitted by Customer to IntelliTime Systems Corporation that a Service Level under this SASS has not been met and that a Service Assistance may be due to Customer.

b. "Customer" means the person or organization that contracted for Services under the Agreement.

c. "Unplanned Downtime" means a period of time when Customers are unable to read or write any service data for which they have appropriate permission.

d. "Exclusions" means the performance or availability issues that are noted in Section D.

e. "Incident" means a set of circumstances resulting in an inability to meet a Service Level.

f. "Monthly Uptime Percentage" is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month by activity log analysis store within the IntelliTime Systems Corporation database.

g. "Notice" means that within five business days following an Incident, Customer must notify Customer Support of the Incident.

h. "Service" or "Services" means the IntelliTime Systems Corporation Online service provided to Customer pursuant to the service agreement.

i. "Scheduled Downtime" means published maintenance windows or times where IntelliTime Systems Corporation notifies Customer of periods of Downtime for scheduled network, hardware, Service maintenance or Service upgrades at least 24-hours prior to the commencement of such Downtime. On-going published maintenance windows are considered part of advanced notification.

j. "Service Assistance" means dedicated no charge assistance to provide processing, data entry or data correction that was the result of the SASS violation.

k. "Service Level" means the percentage of Service availability for a given month that IntelliTime Systems Corporation agrees to provide Customer, which is measured by the Monthly Uptime Percentage.

# 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.