

MINUTES

Cherokee County Board of Commissioners

December 20, 2011 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

Commissioner Nelms gave the invocation.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:10 p.m. Those present include Commissioner Harry B. Johnston; Vice Chair/Commissioner Jim Hubbard; Commissioner Karen Bosch; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

PLEDGE OF ALLEGIANCE

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

Commissioner Johnston led the Pledge of Allegiance.

AMENDMENTS TO AGENDA

1. Under Chairman's section: re-appoint Billy Hayes to the Region 1 EMS Board
2. Out of Executive Session under County Attorney: Ratify Patton settlement.
3. Out of Executive Session under County Attorney: Proceed with the condemnation of a portion of East Bells Ferry Road.

PRESENTATIONS

ANNOUNCEMENTS

APPROVAL OF WORK SESSION MINUTES FROM DECEMBER 6, 2011.

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

APPROVAL OF REGULAR MEETING MINUTES FROM DECEMBER 6, 2011.

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

PUBLIC COMMENT

Richard Mauldin signed up to speak about recreation. He said he didn't know why it should take six months for the Killian Park to go to bid.

PUBLIC HEARING

None scheduled.

ZONING CASES

CASE NUMBER	: 11-12-016
APPLICANT	: Hoyt T. Champion
ZONING CHANGE	: R-40 to GC
LOCATION	: Hickory Flat Highway
MAP & PARCEL NUMBER	: 14N24, Parcel 031
ACRES	: 5.9
PROPOSED DEVELOPMENT	: Assisted Living/Medical Use
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Country Estates/Transitional Corridor
PLANNING COMMISSION RECOMMENDATION	: Approval of NC with two (2) story height maximum

Jeff Watkins gave the details of the zoning request. Post 1 Commissioner Harry Johnston said he would make a motion to approve as O & I with the conditions below:

1. Two-story maximum as recommended by Planning and Zoning.
2. Recommendations below from the City of Canton's Street Scape Ordinance:
 - 30" concrete curb and gutter
 - 4' grassed strip, 6' sidewalks with 20' expansion joints
 - Scarlet Oak street trees planted 55' – 65' on center
 - Two understory trees for every street tree, from the Large Scale Plant Schedule, 30% to be evergreen
 - Shrubs from the Large Scale Plant Schedule, 70% to be evergreen
 - 30% ground cover calculated from the total landscape buffer including the curb cuts and driveways

Commissioner Hubbard seconded. Commissioner Bosch said she could not approve this request without speaking to the applicant. She asked if the applicant was here. The applicant's son replied that he was not here. Commissioner

Johnston said that he was prepared only to approve as O & I. He withdrew his earlier motion to approve. Commissioner Hubbard withdrew his motion to second.

Commissioner Johnston made a motion to post pone until the January 3, 2012 meeting; Commissioner Hubbard seconded and there was unanimous approval.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

Amended: Re-appointing Billy Hayes to the Region 1 EMS Board for another two-year term.

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

COMMISSION POST 1

HARRY B. JOHNSTON

VICE CHAIR/COMMISSION POST 2

JIM HUBBARD

COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider renewal of lease with Revolution Church for space in the Cherokee Conference Center.
- 1.2 Requesting approval to surplus existing house located at 102 Dockside Downs Drive on parcel acquired as right-of-way for the Bells Ferry Road widening project.
- 1.3 Consideration of approval of a Memorandum of Agreement between Cherokee County and Atlanta Regional Commission for 2012 participation in ARC's Regional Transit Committee.

- 1.4 Consideration of acceptance of easement from the Army Corps of Engineers for necessary additional right-of-way required for construction of the East Bells Ferry Road Project.
- 1.5 Requesting acceptance of lease agreement to use Cherokee Charter Academy gymnasium facility for Cherokee Youth Basketball practices and games during the 2011-2012 season
- 1.6 Requesting review by the Board of the E-Verify Affidavit Compliance report for the suppliers managed by the County's Procurement and Risk Management Department
- 1.7 Consideration of budget amendment to increase Fire SPLOST revenue in the amount of \$108,495 and expenditures for the same amount to be earmarked for Fire Training Facility Project.

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

COUNTY MANAGER

- 2.1 Consideration of Conference Center Management Agreement with Eventmark, LLC. (Lorrie Keener) with modifications to allow automatic renewal and Eventmark acceptance of payment from Hotels, Restaurants and other related businesses as increased commission.

Commissioner Bosch asked for an explanation of automatic renewal with modifications. Mr. Cooper replied that it meant if no changes were recommended at the end of the year by either party, the contract would automatically be renewed.

Commissioner Johnston said he was concerned with the commission being a requirement to book an event, that technically someone who didn't offer a commission could be turned down for someone who would pay a commission. Commissioner Bosch said if it was not required, she doesn't know what would prompt someone to pay a commission.

After much discussion it was determined that there wasn't so much concern with Outside restaurants, hotels, etc. but more of a concern with caterers used at the facility.

Mr. Cooper stated that he would get clarification and present it at the January 3,

2012 meeting.

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

2.2 Consider acceptance of two (2) voluntary retirements – 1 from Fire Department and 1 from the DA's Office, contingent upon keeping Fire Department position vacant for six months and DA's Office full-time position eliminated and part-time position created (no more than 19 hours per week) until such time as \$2:1 savings is achieved.

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

2.3 Consideration of striking Section 4.1.4 (e) of the Personnel Policies regarding Compensatory Time.

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

2.4 Consideration to formally commit charges for services, participation fees, fines, miscellaneous revenue and contributions generated by individual Special Revenue Funds to be used for each respective fund's operating expenditures: (Animal Shelter Fund; Senior Services Fund; DUI Court Services Fund, Insurance Premium Fund, Parks and Recreation Fund and Jail Fund if not determined revenues are legally restricted) in accordance with GASB 54.

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

2.5 Consider renewal of legal services with Jarrard & Davis with modifications to include: \$50,000 credit for prosecution of ordinance violations, \$100 / hr. rate for tax appeals that contest value assessments made by the Tax Assessor's Office and a commitment to 32 county office hours per month (8 hours per week.)

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

2.6 Consider approval of contract renewal with Southern Sheriff's Supply who has merged with Keefe Commissary Supply to provide commissary services for the inmates of the Cherokee County Sheriff's Office Adult Detention Center. The terms remain the same with the Sheriff's Office receiving 37%

of gross sales or a minimum of \$120,000.00 annually. Additionally, Keefe Commissary will provide a full-time on-site manager at no expense to the County.

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

COUNTY ATTORNEY

1. Amended: Ratify Patton settlement.

Angie Davis stated that the case known as the Patton Mold settlement has previously been before the board and approved and budget amendments were approved reflecting this. For purposes of clarity in the recordation of the minutes, she requested a motion to ratify the County Manager's execution of the Patton settlement. (The executed agreement is included as part of the minutes.)

Commissioner Bosch made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

2. Amended: Request to proceed with condemnation of a portion of Bells Ferry Road.

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

ADJOURN

The Chairman asked if there was any further business. Hearing none, Vice Chair/Commissioner Hubbard made the motion to adjourn at 6:50 p.m.; Commissioner Bosch seconded and the motion received unanimous approval.

SETTLEMENT AGREEMENT AND RELEASE

STATE OF GEORGIA,

COUNTY OF CHEROKEE.

This Settlement Agreement and Release is entered into by the CHEROKEE COUNTY BOARD OF COMMISSIONERS (sometimes hereinafter the “Board”) as governing authority for CHEROKEE COUNTY (sometimes hereinafter the “County”) (sometimes hereinafter collectively the “Plaintiffs”), M.G. PATTON CONSTRUCTION COMPANY, M. GUY PATTON, JR. and KENNETH CHEATWOOD, (sometimes hereinafter collectively “Patton” or the “Patton Defendants”), CORNERSTONE MASONRY, INC., OFFICE OF JACK PYBURN, ARCHITECT, INC., COLLABORATIVE DESIGN GROUP, LTD. (“Collaborative”) and DONALD SHEFFIELD (“Sheffield”), H & L LANDS, INC., STOREFRONT SYSTEMS, INC., TARCO, INC., AIRCOND CORPORATION, BALLY INSULATION, PREMIER CONSTRUCTION SERVICES, INC., NORTH AMERICAN SPECIALTY CO., NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, MC’S PAINTING AND DECORATING, and DANNY CARMICHAEL, INC., (sometimes hereinafter “Defendants”) regarding claims brought by Plaintiffs against Defendants (Plaintiffs and Defendants sometimes hereinafter collectively “the Parties”).

RECITALS

A. Plaintiffs’ claims arise out of the construction of five fire stations/community centers (collectively, the “Fire Station/Community Centers”) in Cherokee County, Georgia. Plaintiffs allege that the Defendants were negligent in the construction and design of the Fire Station/Community Centers and breached their contract(s) by allowing water intrusion and water and mold damage in the Fire Station/Community Centers.

B. On October 21, 2005, Plaintiffs filed a Complaint styled *Cherokee County Board of Commissioners v. M.G. Patton Construction Company, National Fire Insurance Company of Hartford, M. Guy Patton, Kenneth Cheatwood, A&I Interiors, LLC., Aircond Corporation, Apex Painting & Decorating, Inc., Jabezwill, Incorporated, Jack Moore Hauling and Grading, Inc., Masterflow Plumbing Contractors, Inc., MC's Painting & Decorating Co., Metro Water-Proofing, Inc., M. Newton Company, LLC d/b/a Michael Newton & Son, M & M Sales & Erection of Georgia, Inc., National Sheet Metal Systems, Inc., Premier Construction Services, Inc., Quality Electrical Works Incorporated, Research Air Flo, Inc., Safeway Fire Protection, Inc., Jim Seifert, II d/b/a Seifert Equipment Company, Spiker Baldwin Associates, Inc., Storefront Systems, Inc., West Georgia Excavation, Inc., Defendants*, in the Superior Court of Cherokee County, Civil Action File No. 2005CV2708 (sometimes hereinafter the “*Cherokee County* suit”), bringing claims for negligence, breach of contract, breach of warranty and other claims arising out of alleged water intrusion and water damage in the Fire Station/Community Centers. Plaintiffs later attempted to add Office of Jack Pyburn, Architect, Inc., Collaborative Design Group, Ltd. and Donald Sheffield as additional defendants, although the Superior Court of Cherokee County later ruled that these parties were never properly added to the Cherokee County suit. It is the understanding and intent of the Parties that the County’s claims against Defendants Tarco and Cornerstone arising out of or related to the *Cherokee County* suit (the “Tarco and Cornerstone Reserved Claims”) and any claims which the Board or County may have against its former counsel, Smith Gambrell & Russell arising out of or related to that firm’s handling of the Cherokee County suit (the “SG&R Reserved Claims”) are reserved and are not released by the execution of this Settlement Agreement.

C. On February 20, 2004, a group of Cherokee County firefighters filed suit against Patton and others for personal injuries caused by alleged exposure to mold contamination due to the

water intrusion issues in the Fire Station/Community Centers in an action styled: *Rick Baird Baechtel, Michael W. Ballow, Thomas Leon Carnes, Jr., Clay Henry Cloud, Lonelle Coffin, Jr., Terry Lee Coleman, Steve William Cook, Cecil Eugene Davis, Jr., Chad Eric Davis, Wesley Ray Densmore, John Michael Elder, David Lester Erickson, Chuck Hinton Foster, Brian Keith Garner, Kevin Grizzard, Steven Morris Holley, Kerry Lee Hughes, Stanley Robert Ice, Michael Ryland Jones, Timothy Troce Kennedy, Phillips Kirby, Jason Bryan Lamanac, Lawrence William Labbe, David Adam Lewis, Michael Bryant Malone, Ryan Blake McElwee, Steven T. McEntyre, Kevin Howard Minor, Benjamin Mark Pearson, Thomas William Pelletier, Benny Keith Plott, Darryl Allen Puckett, Brian Reese, Richard B. Scales, Coleman Schlenke, James Strack, Richard Brian Ward, Daniel Paul West, Jason Gary Whidby, Jeffrey Scott Whidby, and Ronnie Douglas William., Plaintiffs v. M.G. Patton Construction Company, Inc., Tarco, Inc., Office of Jack Pyburn, Architect, Inc., et al., Defendants*, in the State Court of Fulton County, Civil Action File No.: 04VS063200G (sometimes hereinafter the “*Baechtel* suit”). Patton subsequently filed a Third-Party complaint for contribution and/or defense and indemnity against subcontractors and design professionals which Patton believed were involved in building the Fire Station/Community Centers. Some, but not all, of those third party claims were subsequently dismissed. Some parties in the *Baechtel* suit attended mediation and the firefighters’ claims against Patton and Office of Jack Pyburn, Architect, Inc. were settled and released. In addition, M.G. Patton Construction Company, Inc., M. Guy Patton Jr. and Kenneth W. Cheatwood also dismissed and released any and all claims that were or could have been asserted in the *Baechtel* suit against Office of Jack Pyburn, Architect, Inc., Jack Pyburn, and all employees, officers, directors, insurers, agents, and consultants of Office of Jack Pyburn, Architect, Inc., or Jack Pyburn. Patton's remaining third-party claims against the remaining parties to the *Baechtel* suit were not settled or released. It is the understanding and intent of the Parties that

following the execution of this settlement agreement, Patton will continue to pursue its claims for contribution and/or defense and indemnity against the remaining parties to the *Baechtel* case (“*Baechtel* Reserved Claims”). The *Baechtel* Reserved Claims shall further include all claims, not previously released in connection with the *Baechtel* suit arising out of or related to the bodily injury claims asserted in the *Baechtel* suit, including but not limited to claims for attorney’s fees and defense costs incurred by or on behalf of Patton in the *Baechtel* case, and the same are expressly reserved and are not released by the execution of this Settlement Agreement.

D. On January 30, 2006, National Trust filed a declaratory judgment action against Tarco and Patton seeking a ruling that National Trust had no duty to defend or indemnify entities with regard to the *Baechtel* or *Cherokee County* suits, styled: *National Trust Insurance Company, Plaintiff v. Tarco, Inc. and M.G. Patton Construction Company, Inc., Defendants*, in the Superior Court of Cobb County, Civil Action File No.: 06-1-00793-18 (sometimes hereinafter the “*National Trust* suit”). On March 4, 2010, National Trust filed an amended complaint in the *National Trust* action alleging that Patton had breached a contractual duty to defend and indemnify Tarco in the *Cherokee County* suit. It is the understanding and intent of the Parties that National Trust will continue to pursue its third-party claims for defense and indemnity against Patton (the “*National Trust* Reserved Claims”).

E. The parties in the *Cherokee County* suit participated in mediation on June 24, 2010. With the continued involvement of the mediator, the Parties reached a compromise which resolved all claims including related claims except for the Tarco and Cornerstone Reserved Claims, the SG&R Reserved Claims, *Baechtel* Reserved Claims and the National Trust Reserved Claims (such claims are collectively referred to herein as the “Reserved Claims”). This settlement represents a compromise of disputed claims and was made solely by the Parties to end the cost and uncertainty of

litigation and to allow the Parties to buy their peace, the terms of said settlement being reflected in this Settlement Agreement and Release.

F. Each of the foregoing recitals shall become part of the Agreement.

AGREEMENT

The Parties hereby agree as follows:

1.

With the exception of the Reserved Claims, for and in consideration of the payment of ONE MILLION THREE HUNDRED SEVENTY ONE THOUSAND FOUR HUNDRED AND FIVE DOLLARS and NO/100 (\$1,371,405.00),¹ the dismissal of claims, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties together with their elected and appointed officials, heirs, executors, administrators and assigns hereby irrevocably and fully settle, release and forever discharge each other as well as their heirs, executors, owners, administrators, officers, boards, directors, shareholders, employees, contractors, attorneys, agents, board members, successors, assigns, parent companies, subsidiaries, affiliates, insurers and any other person or entity against whom liability was or could have been asserted in the *Cherokee County* suit, of and from any and all claims, demands, obligations and causes of action, whether in tort, contract, or any other theory of recovery, known or unknown, which the Parties have or may have as a result of or by reason of: (1) improper design, poor workmanship and construction defects that resulted in water intrusion, water damage, mold contamination, and other damages to the Fire

¹ \$1,000,000.00 to be paid on behalf of the Patton Defendants, \$22,500.00 to be paid on behalf of Office of Jack Pyburn, Architect, Inc., \$25,000.00 to be paid on behalf of Collaborative and Sheffield, \$68,250.00 to be paid on behalf of H&L Lands, Inc., \$71,662.50 to be paid on behalf of Storefront Systems, Inc., \$21,498.75 to be paid on behalf of Aircond Corporation, \$21,498.75 to be paid on behalf of Baly Insulation, \$85,995.00 to be paid on behalf of Premier Construction Services, Inc., \$5,000.00 to be paid on behalf of North American Specialty Co., and \$50,000.00 to be paid on behalf of National Fire Insurance Company of Hartford.

Station/Community Centers; and/or (2) any and all claims, including but not limited to claims for negligence, professional negligence, negligence *per se*, breach of contract, breach of contract/third-party beneficiary, breach of express and implied warranties, compensatory damages, punitive damages and all other expenses and costs, including attorneys' fees, allegedly incurred or sustained by Plaintiffs or Defendants which have or could have been asserted or which in any way relate to or arise out of the design or construction of the Fire Station/Community Centers, including claims for personal injuries, property damage or punitive damages, including without limitation any and all rights, claims and/or causes of action which each or any person or entity claiming by, through or under each has or may have against any or all other of the Parties, against any persons or entities retained by, through or under any or all other of the Parties and/or against any of the insurers of any other of the Parties arising out of and/or relating to the Fire Station/Community Centers by reason of subrogation, contribution, equitable indemnity and/or being an additional insured under any liability insurance policy and/or policies issued by any of the insurers of any of the Parties.

2.

The Parties understand, agree and represent that claims, injuries or damages related to the subject water intrusion, including property damage arising out of alleged design or construction defects causing water intrusion and/or water or mold damage are or may be continuing and/or ongoing and that such injuries or damages may not have fully manifested at the time of the execution of this Settlement Agreement and Release, but may arise in the future. Except as specifically provided herein, and except for the Reserved Claims, the consideration received in connection with this settlement is full satisfaction of all claims, injuries and damages arising out of the subject water intrusion, known or unknown, anticipated or unanticipated, including those which arise or become known after execution of this Settlement Agreement and Release, including but not limited to claims

for future personal injury or property damage. The Parties further agree to accept payment of the sums specified herein and other good and valuable consideration as a complete compromise of matters involving disputed issues of law and fact and assume the risk that the facts or law may be otherwise than they believe. It is understood and agreed by the Parties that this settlement is a compromise of disputed claims, both as to liability and damages, and that payment herein is not to be construed as an admission of liability on the part of any Parties by whom liability is expressly denied.

3.

In further consideration of the payments made hereunder, the Board and County hereby represent and warrant that all expenses incurred as a result of the aforesaid occurrence and/or the procurement of services rendered or benefits paid to the County including but not limited to any liens and attorneys' fees, have been paid and satisfied or are being paid and satisfied from the funds paid pursuant to this settlement and that any such expenses, liens or claims arising hereafter will be paid and satisfied out of the proceeds of this settlement. The Board and County further warrant that there are no outstanding liens or claims against them as a result of the procurement of services rendered or benefits paid to or for them as a result of any injuries or damages alleged to have resulted from the water or mold damage.

4.

Each party represents and warrants that no other person or entity has or has had any interest in its claims, demands, or causes of action referred to in this Settlement Agreement and Release, or in the claims set forth in the *Cherokee County* suit and that they have not sold, assigned, transferred or otherwise disposed of any of the claims, demands or causes of action set forth in the that case.

Each party represents and warrants that they have the sole right and exclusive authority to execute this Settlement Agreement and Release and/or to receive the sums specified herein.

5.

The Board represents and warrants that it is the County's governing authority with full authority to approve and execute this Settlement Agreement and Release on the County's behalf, and further warrants that all state or local laws, codes or regulations have been complied with in the approval of this settlement, a copy of the minutes of the board of commissioners meeting at which this settlement was approved being attached hereto as Exhibit "A."

6.

With the exception of the Reserved Claims, the Parties are signing this Settlement Agreement and Release as a full and final release of any and all claims relating to water intrusion and water or mold damage that were or could have been asserted against any and all Parties and non-parties arising out of the construction of the Fire Station/Community Centers. Furthermore, except for the Reserved Claims, the Parties are releasing (for the consideration of their mutual promises and release of claims, and subject to the exceptions listed below) all pending or potential claims against each other involving or arising out of water intrusion and water or mold damage at the subject Fire Station/Community Centers.

7.

Notwithstanding anything to the contrary contained herein, the Reserved Claims are not settled, released or compromised as a result of the execution of this Settlement Agreement and nothing herein shall constitute a waiver, release or settlement of the Reserved Claims, or result in a collateral estoppel or *res judicata* adjudication of any of the Reserved Claims.

8.

This Settlement Agreement and Release constitutes the entire agreement among the parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. The terms of this document are contractual and not mere recitals.

9.

This Settlement Agreement and Release shall be construed and interpreted in accordance with the laws of the State of Georgia.

10.

In entering into this Settlement Agreement and Release the Parties represent and warrant that they have relied upon the legal advice of their attorneys which are the attorneys of their choice. The terms of this Settlement Agreement and Release have been completely read and/or explained to the Parties by their attorneys and these terms are fully understood and voluntarily accepted by the Parties.

11.

The Parties agree to execute and file the Consent Motion for Dismissal With Prejudice and proposed Order of Dismissal With Prejudice attached hereto as Exhibit "B", dismissing with prejudice all claims except those reserved claims set forth herein.

12.

The Parties acknowledge that this Settlement Agreement and Release is the product of the collective drafting efforts of the Parties hereto, and should there be any claim of ambiguity, it shall not be construed against any party as a result of that party's particular contribution to this effort.

13.

In consideration of the payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that neither they nor their attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing or required by an order of a court or otherwise by law, any of the terms of this Settlement Agreement and Release or any of the amounts, numbers or terms and conditions of any sums payable to Plaintiffs hereunder.

14.

The Parties each acknowledge and agree that this Agreement may be executed in any number of counterpart copies, that each of such counterpart copies shall be deemed to be an original for all purposes and that all of such counterpart copies shall together constitute one and the same agreement.

15.

Each of the Parties agree to bear their own attorney's fees and costs of litigation incurred in the Cherokee County Suit through the date of execution of the Agreement.

16.

The undersigned have read this Settlement Agreement and Release, understand it fully and sign it voluntarily.

IN WITNESS WHEREOF, this Settlement Agreement and Release has been executed on the day and year first written above.

[Signature]
County Manager, for Cherokee County
Board of Commissioners, as governing authority for
Cherokee County

Sworn to and subscribed before me

this 18th day of November, 2011.

[Signature]
Notary Public



My commission expires on _____



APPROVED BY:

[Signature]
Attorney for Plaintiffs _____

[Signatures continued on next page]

for M.G. Patton Construction
Company, M. Guy Patton, Jr.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

_____, for Kenneth
Cheatwood

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

_____, for Comerstone Masonry,
Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

_____, for Office of Jack Pyburn,
Architect, Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

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_____, for Collaborative Design
Group, Ltd.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for Donald Sheffield

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for Storefront Systems, Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

_____, for Tarco, Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

_____, for Aircond Corporation

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

2959059:1
0484-62408

_____, for Baly Insulation

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for Premier Construction
Services, Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for North American Specialty
Co.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for National Trust Fire
Insurance Company of Hartford

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for MC's Painting and
Decorating

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for Danny Carmichael, Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for H & L Lands, Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)