

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

November 15, 2011

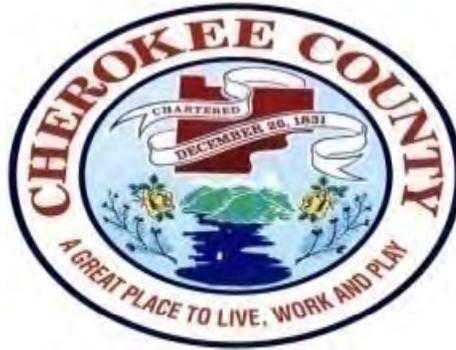
3:00 p.m.

Cherokee Hall

AGENDA

1. Financial Update by Janelle Funk.
2. Elm Street Update by Ann Litrel
2. Discussion of Regular Agenda Items

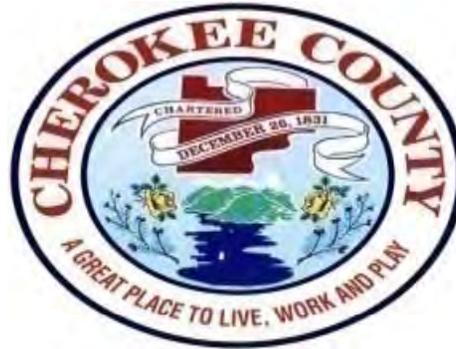
Executive Session to Follow



Cherokee County Board of Commissioners

MONTHLY FINANCIAL UPDATE

OCTOBER 2011



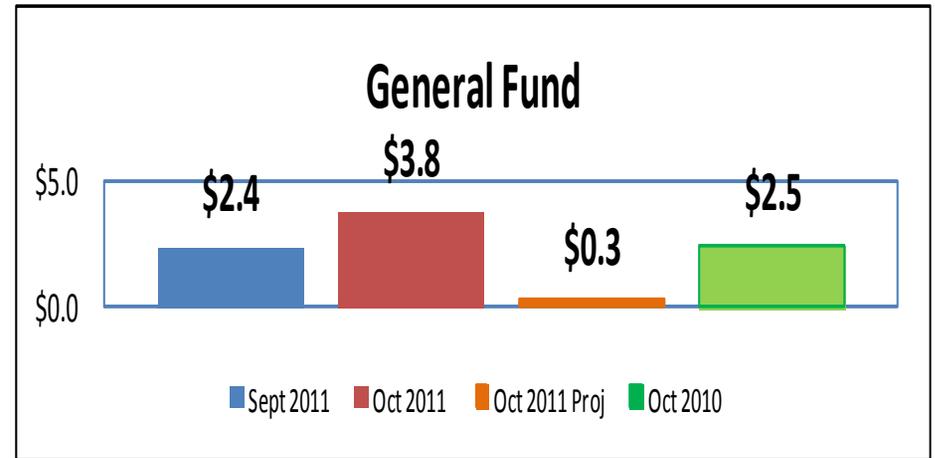
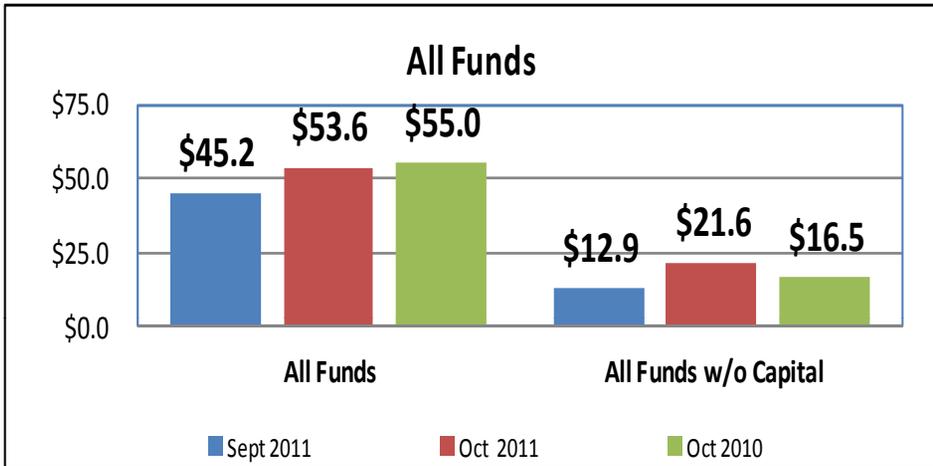
Cherokee County Board of Commissioners

EXECUTIVE SUMMARY
OCTOBER 2011



Cash Executive Summary – October 2011

Summary Statement: Property taxes were primarily collected in Dec 2010 and January 2011. Every month afterwards, expenses > revenues. Therefore the cash balance will decrease throughout the year. This is expected and budgeted accordingly.



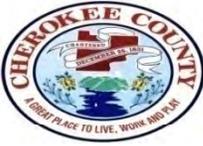
Highlights:

- Received \$1.1M for Mold Settlement in SPLOST V Fund that was not originally budgeted – earmarked to fund Fire Training Center (SPLOST project)
- Insurance Premium Taxes were budgeted at \$5.7M, but \$6.5M was received due to increase in population
- All other revenues on track – no surprises

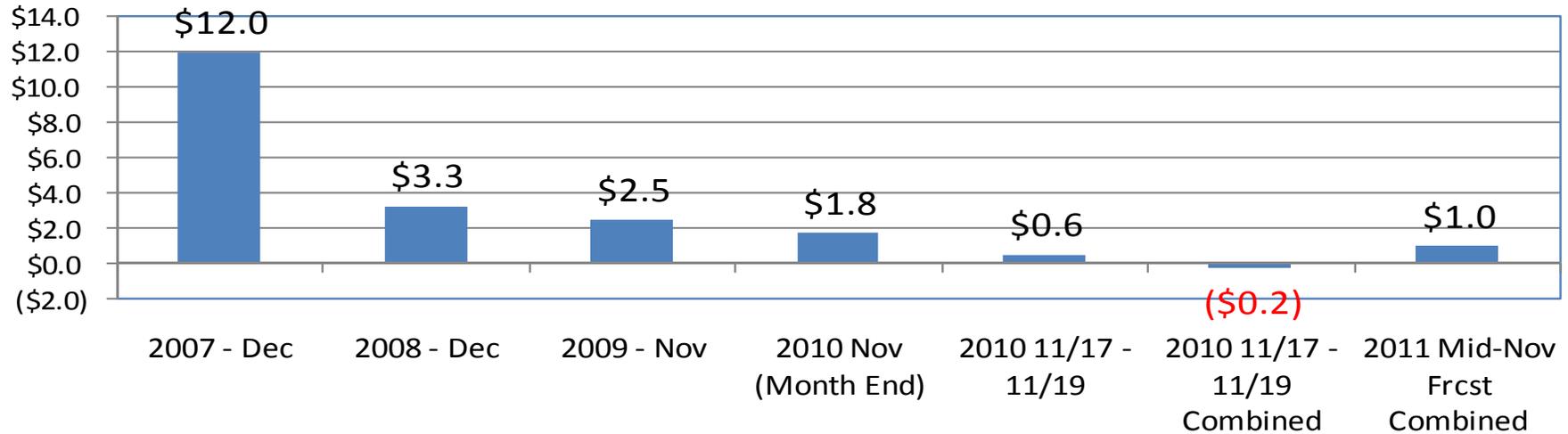
Highlights:

- One time transfer from Insurance Premium Fund \$456k
- Sale of Blalock property \$1.5M
- Projected vs. Actual – Actual cash is higher than originally projected mainly because:
 - 1) Original Forecast projected payroll costs to occur evenly, but actual costs impacted by attrition and OT/Holiday/Perfect Attendance occurs in last quarter
 - 2) Departments are managing their expenditures (YTD \$750k less than cash projection), and
 - 3) Receipts \$1.9M higher due to timing of tax receipts, court fines, millage rate & transfer from InsPremTax

Bottom Line: Nothing unexpected as compared to prior month, prior year, or budget – except timing variances. YTD – no surprises, cash forecast shows that negative cash in the General Fund should be avoided



General Fund Cash Low Points



- Each year the cash low point has decreased
- The General Fund will avoid a negative cash balance due to:
 - Unbudgeted additional revenue from Insurance Premium Tax (repeatable in future),
 - Revenue from Cherokee Youth Basketball not in original projection (repeatable in future),
 - EMS receipts have significantly improved as compared to first 6 months
 - No contributions to General Fund Defined Benefits (budgeted – but will impact future years)
 - Sale of Blalock Land (budgeted – but not available for future years)
 - Expedited payments from the Tax Commissioner, and
 - Delayed/lower spending on operational A/P invoices than YTD 2010

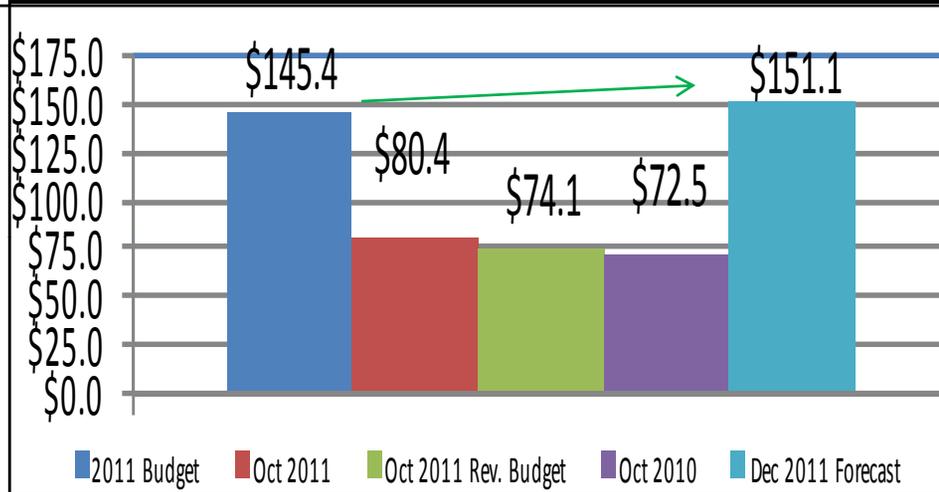
Bottom Line: General Fund is projected to avoid a negative cash balance mid-November 2011. However, future years will have same risk since the County utilizes one-time revenue items to fund operations & 2013 will required pension funding.



Revenue Executive Summary All Funds – October YTD 2011

Summary Statement: When comparing externally generated revenue that is expected to fund operations, without requiring reserves, the county's October YTD revenue is \$6.3M above the "Estimated Budget."

2011 – All Funds Recurring External Revenue



Drivers of +\$6.3M Variance from YTD Estimated Budget

- General Fund **+\$1.8M** (timing of tax bills & millage rate increase)
- E911 Fund **-\$0.6M** (timing and reduced collections)
- Insurance Premium Fund **+\$0.8M** (but then \$456k transferred GF)
- Fire Fund **+0.7M** (timing of tax bills & millage rate increase)
- Grant Funds **-\$1.4M** (but net impact to County is minimal)
- SPLOST Fund **+\$2.7M** (\$0.7M is related to intergovt revenue timing, and \$1.1M related to unbudgeted mold settlement)
- Debt Service Fund **+\$0.4M** (timing only)
- Insurance & Benefits Fund **+\$1.6M** (ERIP/one time reimbursement – neither repeatable, nor related to current year)

Highlights:

- Received \$1.1M in SPLOST for Mold Settlement. (Budget amended in November).
- Transfer for ERIP completed in October. Increased Insurance & Benefits Fund by \$907K.
- CDBG and Grant Fund – these funds will be under budget for 2011 but there will be no impact to the County because expenses will also be lower.
- Transportation Fund – Grants (available for capital only) totaling \$485K will not be spent in 2011; amounts will carry to the 2012 Budget. Revenue of \$111K that was budgeted for Canton Fixed Route will not be received in 2011. The \$111K will need to be covered by the General Fund.
- E911 Fund – E911 revenues are forecast to be \$216K under budget in 2011. No impact to County as expenses for the fund are forecast to be \$300K under budget. Expect future revenue from prepaid phone cards to cover this revenue loss.
- Total Funds Revenue Forecast **+\$5.7M to Budget**

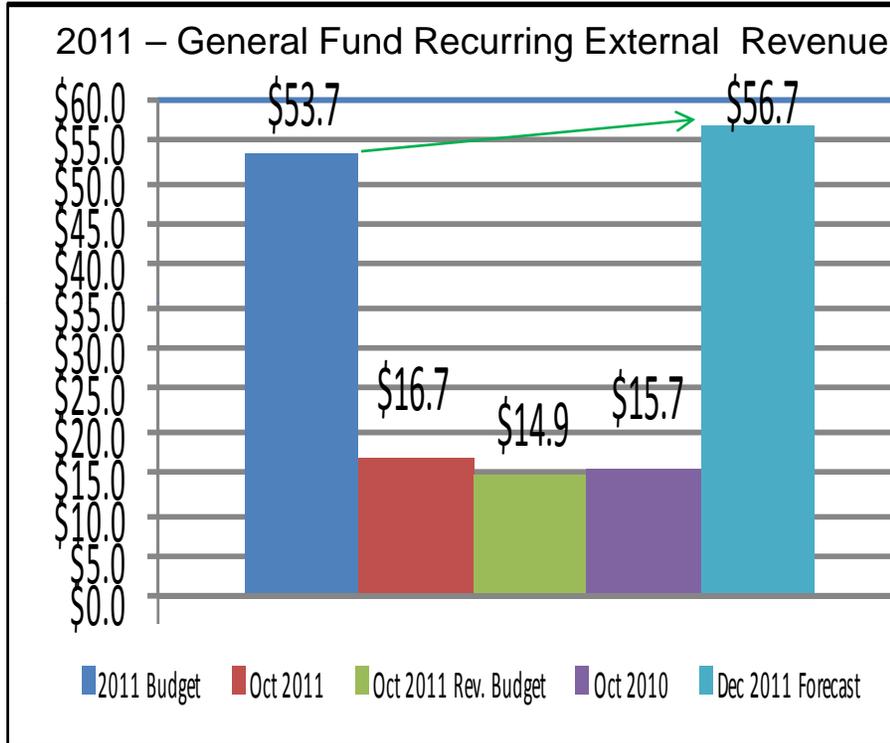
Bottom Line: YTD Revenue on target. Because millage rate increased at 8/2/11 BOC meeting, 2011 Revenue forecast exceeds budget. However – remember this overage is already planned to be saved in reserves to help fund 2012.



Revenue Executive Summary

General Fund - October YTD 2011

Summary Statement: When comparing externally generated revenue that is expected to fund operations, without requiring reserves, the county's revenue position is \$1.8M over budget for October YTD 2011.



Variance Explanations:

Year-Over-Year (YOY)

October 2011 YTD Recurring Revenue from all funds is **\$0.9M** > 2010 October Actual. All variances were reviewed to ensure accuracy and completeness of financials. This month our analysis will focus on Budget Variances & the Full Year Forecast.

Highlights/Variances to Budget

General Fund expected to be \$3.0M greater than budget at year-end:

- Taxes + \$2.3M
 - Due to increased millage rate (this will be carried over to fund 2012 as planned), and
 - Motor Vehicle accounting was corrected (so not “extra” money, just budget too low)
- Business Licenses -\$0.2M
- Fines & Forfeitures + \$0.4M, represents +10%
 - State Court +\$182k, 9%
 - Probate Court +\$100k, 50%
 - Magistrate Court +\$94k, 18%
- Charges for Services +\$0.3M mainly due to increased Prisoner Housing fees and increased Commissions on Tax Collections, however Landfill Fees are under-budget

Bottom Line: YTD Revenue on target. Because millage rate increased at 8/2/11 BOC meeting, 2011 Revenue forecast exceeds budget. However – remember this overage is already planned to be saved in reserves to help fund 2012.

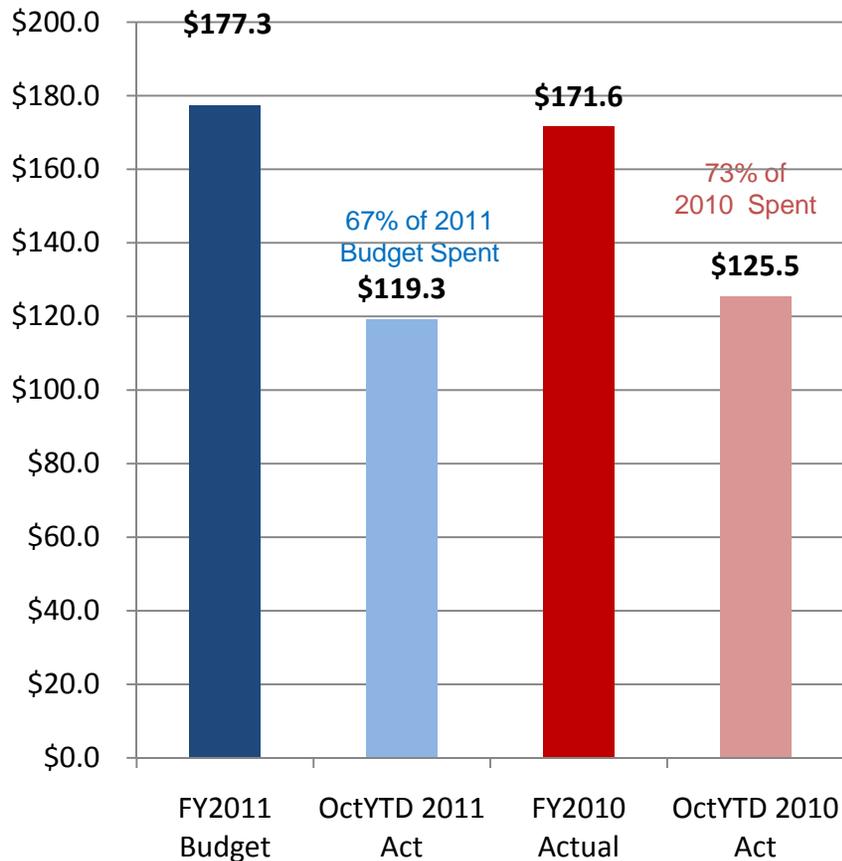


2011 Expenditure Executive Summary

All Funds – 78.85% of Year

Summary Statement: Expenses being managed across all funds. More significant variances include explanations on next page.

Total Expenditures



County-Wide Expenditures - 2011

	2011 Budget	OctYTD Actual	% Spent	Comment #
Compensation	53,963,078	41,816,756	77%	
Insurance Benefits	15,710,978	13,114,367	83%	1
Payroll Taxes	4,164,411	2,949,124	71%	
Workers Comp	1,343,697	1,433,677	107%	2
Retirement Plans	1,193,086	833,070	70%	
Other Personnel	54,226	30,383	56%	
Total Personnel	76,429,476	60,177,377	79%	
Operating Costs	24,699,985	20,260,780	82%	3
Capital	32,071,257	8,911,959	28%	5
Non-Op Costs	15,005,404	11,132,656	74%	
Debt Service	14,222,689	5,443,232	38%	6
Utilities/Admin	3,284,721	2,728,165	83%	4
Other	-	-	0%	
Transfers	11,575,005	10,639,316	92%	
Total Expenditures	177,288,537	119,293,485	67%	

Bottom Line: Variances experienced, but will be offset by delaying other expenses. Expect to achieve 2011 Budget.



October 2011 Expenditure Executive Summary

All Funds – 78.85% of Year

Summary Statement: Expenses being managed across all funds – although some variances exist:

1. Insurance/Benefits is reported at 83% of budget, due to the impact of the ISRP retirees.
 - At the point of retirement, each fund transfers the cost of insurance into the Insurance & Benefits Fund. In individual fund statements it is classified as expense - therefore the cost appears higher County-wide. However this transfer does not represent current cash costs; the transferred amount is earmarked to cover future year insurance costs. Bottom line – no negative cash impact to County.
 - In actuality, total medical claim costs are *lower than budget*. We expect the full year forecast to also be lower. This will generate a small positive reserve in the Insurance & Benefits Fund.
 - NOTE: this lower medical claim cost total is driven by lower plan participation. 2011 claim cost per enrollee *has increased* from \$7,324 in 2010, to a forecast of \$7,538 in 2011. We expect the new Wellness Program to help contain these costs in 2012.
2. Workers Comp Expenses are already 107% of the full year budget.
 - As presented in prior months, the variance is primarily due to older claims requiring more resolution time than expected. Therefore this is just a shift in payment timing, not an increase in cost.
 - While new claims are also over-budget, new claim activity from July – October has decreased significantly from the trend.
 - We are forecasting 2011 WC costs to be \$1.7M v a budget of \$1.4M. Fire, EMS, and Fleet account for most of this variance, but will delay other costs in order to achieve the overall budget.
 - Human Resources, Finance, and the County Manager will be meeting with our third-party administrator in December to discuss the status of all claims and update our forecast and carryover into 2012.



October 2011 Expenditure Executive Summary

All Funds – 78.85% of Year

Summary Statement: Expenses being managed across all funds – although some variances exist:

3. Most Operating Costs are on target, except fuel. YTD fuel is 29% higher than 2010. This overage is in line with regional pump price increases per the EIA. County-wide we are forecasting to be \$425k over budget (based on 30% over 2010). Departments are delaying other costs to offset this increase.
4. Electricity costs have increased due to increased rates and fees charged by our suppliers. We forecast electricity will be \$229k over budget. The funds most significantly impacted: General Fund \$75k, Insurance Premium Fund \$52k, and Jail Fund \$85k.
5. Capital spending is at 28% of 2011 budget. This variance is driven primarily by the delay in significant projects budgeted for 2011

SPLOST Projects:

- Wellness Center/City Club
- Fire Training Facility
- Sheriff Office Training Center
- Senior Center Expansion

Parks Bond Projects:

- Aquatic Center
- Three Cities Park
- Etowah Park
- Woodstock Park

- However, since this capital spending is related to funds legally restricted (by GA Code and voter referendum), it cannot be diverted to fund general operations. It will carryover into future years.

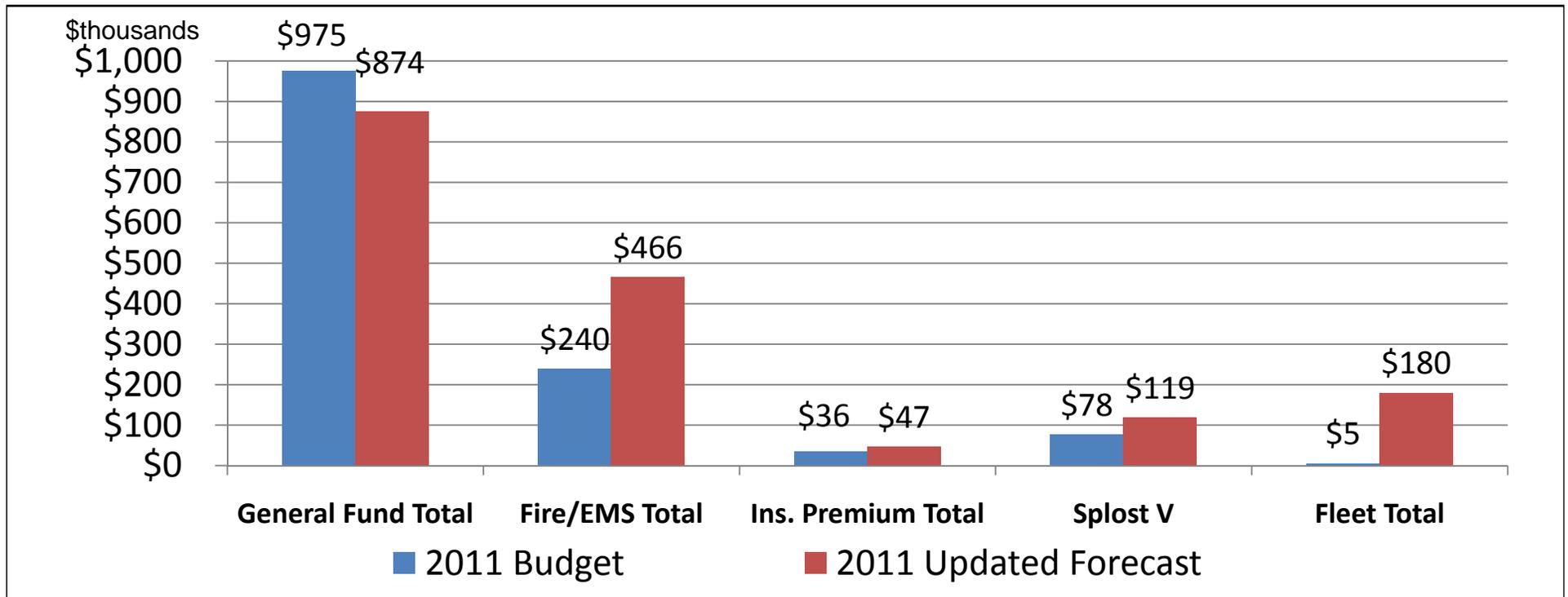
6. Debt service appears low but only due to timing. The County makes bond payments according to our debt agreements - April, May, October, and November. Our full year forecast is exactly equal to the 2011 Budget.



Workers Comp Forecast

2011 Total Budget = \$1.4M v 2011 Updated Forecast = \$1.7M v 2011 Previous Forecast \$1.9M

- There are still a few major prior year cases pending that we expect to resolve in 2011, but could carryover into 2012. All open claims will be reviewed with our TPA for most current status.
- Although our budget for new claims was definitely too optimistic, the 2011 trend has decreased since the first six months; we have reduced the new claims forecast to reflect this.
- Most of this negative variance is forecast in the Fire/EMS Funds, but they have confirmed they would do their best to cover this variance within their current budget.

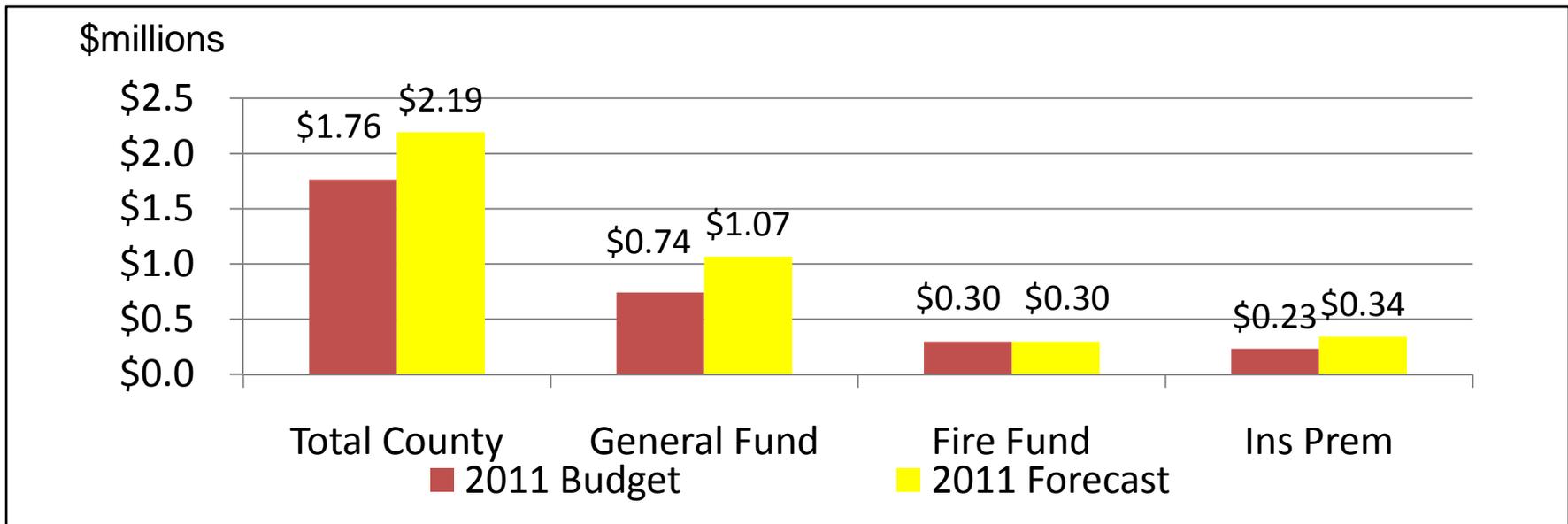




County Fuel Forecast



- As of Oct 2011, YTD fuel costs are 29% > 2010.
- If 2011 County gasoline costs are 30% > 2010, the negative full year impact to the Total County Budget = \$430k
 - Impact to General Fund = \$326k



As of 11/7/11, the EIA now estimates the 2011 v 2010 average per gallon pump price:
gasoline +27% | diesel price +28%



County Electricity Analysis



- Finance is projecting total Electricity costs will be \$229K over budget for 2011
- Of this total, the General Fund is projected to be \$75k over budget
- The chart below reports the Electricity budget and projection by the largest suppliers
- GA Power is our largest electricity supplier and their rates and fees have increased significantly, which is contributing to our higher costs

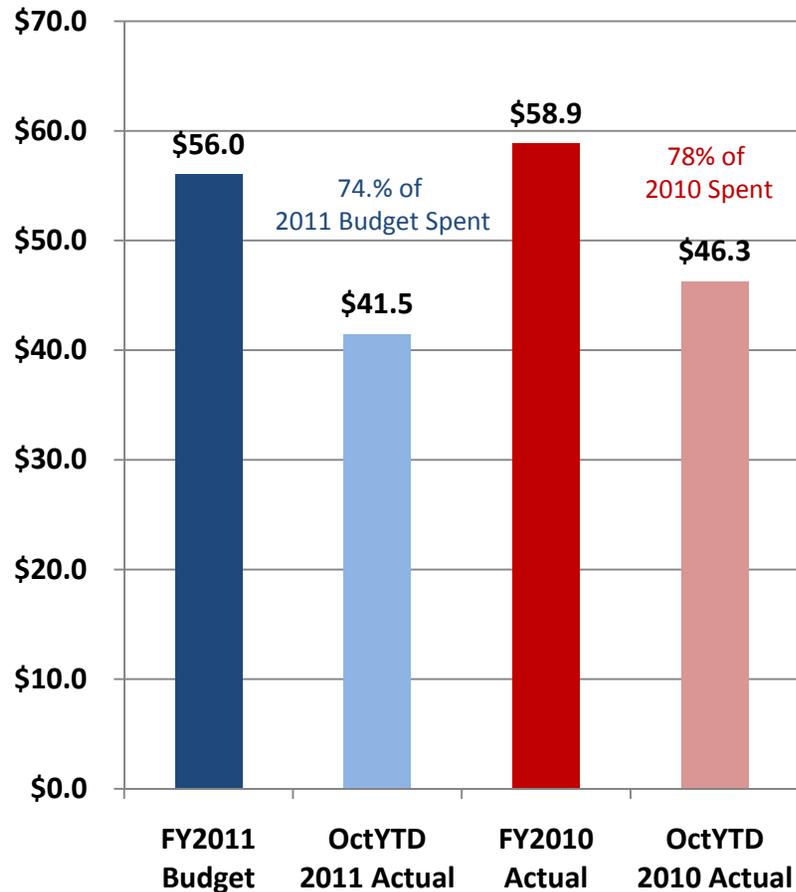
VENDOR	2011 BUDGET	2011 PROJECTION	B(W) BUDGET	VENDOR % OF TOTAL BUDGET	2010 RESIDENTIAL RATE* per Kwh	2011 RESIDENTIAL RATE* per Kwh	% INC
GA Power	1,393,464	1,595,385	(201,921)	87%	8.6960	10.1725	14.5%
Cobb EMC	147,511	165,095	(17,584)	2%	10.3680	9.9680	-4.0%
Sawnee EMC	36,614	38,102	(1,488)	9%	9.0500	8.7500	-3.4%
Amicalola EMC	27,130	34,698	(7,568)	2%	7.9840	8.8740	10.0%
Other	3,886	4,153	(267)	< 1%	* Source: Georgia Public Service Commission – Commercial Rates not available, but assumed to be directional with residential rates		
TOTALS	1,608,605	1,837,433	(228,828)				



Oct 2011 Expenditure Executive Summary General Fund – 78.85% of Year

Summary Statement: Expenses being managed across all departments.

GF Expenditures



General Fund - Expenditures 2011

	2011 Budget	Oct YTD Actual	% Spent
Compensation	29,457,785	22,544,153	77%
Insurance Benefits	3,502,797	2,939,095	84%
Payroll Taxes	2,260,232	1,596,474	71%
Workers Comp	810,410	657,122	81%
Retirement Plans	16,715	14,872	89%
Other Personnel	37,555	22,048	59%
Total Personnel	36,085,494	27,773,764	77%
Operating Costs	12,448,609	9,084,365	73%
Capital	89,879	44,231	49%
Non-Op Costs	2,926,920	2,414,010	82%
Debt Service	513,081	(1,024,676)	-200%
Utilities/Admin	1,288,069	1,025,902	80%
Other	-	-	0%
Transfers	2,659,231	2,177,942	82%
Total Expenditures	56,011,283	41,495,538	74%

Bottom Line: Variances experienced, but will be offset by delaying other expenses. Expect to achieve 2011 Budget.



Status Summary and Action Plan

Metric	Status	Action Plan
Cash Position		In total – the County is currently able to meet commitments
General Fund - Cash Forecast		<ul style="list-style-type: none"> • Low point has decreased from \$12M in 2007 to ~ \$1M in 2011 • Will avoid negative cash in General Fund by delaying expenditures, additional revenue from InsPremTax, and improving timing of property tax collections (early mailing, weekly receipts) • 2012 presents same danger if one-time sources are not received
Revenue YTD		<ul style="list-style-type: none"> • YTD Receipts related to revenue materially on target
Revenue Forecast		<ul style="list-style-type: none"> • 2011 Budget < 2010 Budget ~ \$6M • General Fund 2011 Budget required Use of Reserves of \$0.8M • Funded 2011 operating expenditures with one-time revenues • Revenue will cover 2011 expenditures, but relying on One-Time items in 2012 will put significant pressure on 2013
Expenditures 2011		<ul style="list-style-type: none"> • YTD expenses materially on target • Some variances to budget, but most appear to be timing issues
Expenditures Forecast		<ul style="list-style-type: none"> • Some variances experienced, but being offset by delays in spending
Headcount		<ul style="list-style-type: none"> • Personnel Costs on target • Headcount below budget, and process for hiring is tightly controlled



RFP Pipeline @ 11/15/2011

Description	Agency / Dept.	Bid Date	Estimated Award Date	Estimated \$ Value (Funding)	Comments
Aquatic Center Construction (2011-13)	Parks	Apr 2011	Nov 2011	\$16.1M (Parks Bond)	<ul style="list-style-type: none"> -Committee reviewed & interviewed general contractors -Shortlist of 4 GCs & 3 each pool & mechanical subs -Site visit / pre-bid meeting held 5/26/11 -Business / financial operating plan presented to BoC & approved 9/6/11 -Bond structure options presented to BoC -Final bids received from shortlist 11/2/11 -Matter on BoC agenda 11/15/11
Employment Screening/Testing Services (2011-27)	Human Resources	Nov 2011	Dec 2011	\$9-11K	<ul style="list-style-type: none"> -RFP necessary due to current supplier ceasing operations -Services would include: third party administration, pre-employment drug/alcohol screening, random , post-accident & visible suspicion screening; a medical review officer, DOT-certified sample collection & a secure website -Proposals due 11/21/11



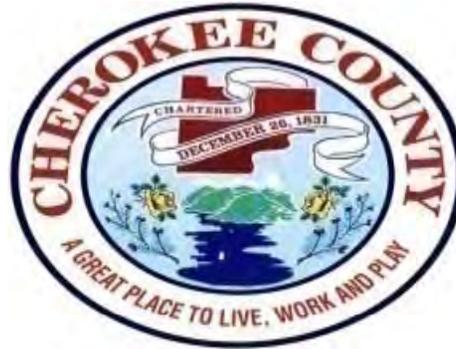
RFP Pipeline @ 11/15/2011

Description	Agency / Dept.	Bid Date	Estimated Award Date	Estimated \$ Value (Funding)	Comments
Annual Bench Flow Air Testing, Maint. & Repairs (for SCBA) (2011-33)	Fire-ES	Sep 2011	Dec 2011	\$12-16K	-Annual testing, maintenance & repairs for self-contained breathing apparatus for firefighters -Proposals received 10/13/11 , under review by Fire-ES
Warning Siren Maintenance (2011-39)	EMA	Nov 2011	Dec 2011	\$22-25K	-Maintenance & repair of County-wide outdoor warning sirens -Proposals due 11/22/11
VOIP Phone System (2011-41)	IT	Oct 2011	Dec 2011	\$35-38K	-Project to implement a pilot program for VOIP (Voice Over Internet Protocol) telephone system in tax campus, senior center and city club buildings -Proposals received 11/9/11 , under review by IT
Adult Detention Center Camera Management System (2011-38)	Sheriff Office	Oct 2011	Dec 2011	\$100-150K	-Project to upgrade / replace system for managing / monitoring cameras within ADC -Proposals received 11/10/11 , under review by CSO



RFP Pipeline @ 11/15/2011

Description	Agency / Dept.	Bid Date	Estimated Award Date	Estimated \$ Value (Funding)	Comments
City Club (2011-24 to 26) (2011-28 to 32)	Property Mgmt.	Sep 2011	Dec 2011	\$1.4-1.5M (Various sources)	- <u>Multiple RFPs</u> for multiple trades to renovate building -Proposals received 11/2/11, under review -All proposals rejected 11/9/11 upon consultation with Designer, Property Management & County Manager -Will repackage project into larger more competitive scope for proposals from general contractors (as opposed to trades/subcontractors)
Sale of Greenhouse Frames at Fire Training Site (2011-43)	Fire-ES	Nov 2011	Dec 2011	Incremental Revenue	-Offering greenhouse frames in bundles of 5 sets for sale to interested parties -Removal of frames & proceeds will help defray part of removal cost in fire training center construction scope -Bids due 11/16/11
Fencing at Soccer Complex (2011-42)	Parks	Nov 2011	Dec 2011	\$150-163K	-Requesting unit prices for 5-6 fencing/netting types in the interest of minimizing cost & maximizing fencing coverage on tiered fields -Pre-proposal meeting held 11/7/11 -Proposals due 11/22/11



Cherokee County Board of Commissioners

FINANCIAL REPORTS
OCTOBER 2011



Cherokee County Board of Commissioners

Budget Summary
78.85% of year lapsed

Red letters indicate an explanation for the significant change between years - skip ahead 2 pages.

	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget 2011	% of Budget 2010
ALL REVENUES BY FUND								
GENERAL FUND (100)	52,538,361	15,748,726	53,629,990	21,473	53,651,463	16,684,643	31.10%	29.98 %
LAW LIBRARY FUND (205)	152,714	0	152,000	0	152,000	110,483	72.69%	0.00 % D
EMERGENCY 911 TELEPHONE FUND (215)	4,127,344	2,930,334	4,103,000	0	4,103,000	2,329,343	56.77%	71.00 % H
SENIOR SERVICES FUND (220)	569,189	461,107	579,786	65,002	644,788	486,273	75.42%	81.01 %
PARKS AND RECREATION (225)	2,016,055	1,647,667	1,741,318	500,000	2,241,318	1,828,337	81.57%	81.73 %
INSURANCE PREMIUM FUND (230)	6,140,975	6,078,783	6,142,250	27,761	6,170,011	6,891,559	111.69%	98.99 %
TRANSPORTATION FUND (240)	1,099,412	941,564	1,579,771	0	1,579,771	474,009	30.00%	85.64 % A
MULTIPLE GRANT FUND (250)	1,585,966	807,937	1,340,602	500,843	1,841,445	1,480,200	80.38%	50.94 % B
COMMUNITY DEVELOPMENT (251)	709,384	447,876	1,791,913	0	1,791,913	837,166	46.72%	63.14 % B
ANIMAL SERVICES FUND (252)	137,590	109,684	120,500	68,060	188,560	115,932	61.48%	79.72 % C
DA's CONDEMNATION FUND (254)	23,926	17,877	15,000	0	15,000	11,495	76.64%	74.72 %
DRUG ABUSE AND TREATMENT FUND (255)	160,593	115,413	152,500	0	152,500	121,110	79.42%	71.87 %
VICTIM/WITNESS FUND (256)	179,732	137,329	173,500	162	173,662	148,727	85.64%	76.41 %
DUI COURT FUND (257)	213,566	182,953	208,630	9,500	218,130	214,014	98.11%	85.67 %
FIRE ADMINISTRATION FUND (270)	18,524,389	3,746,917	18,222,449	28,997	18,251,446	3,909,031	21.42%	20.23 %
JAIL FUND (271)	411,318	317,393	405,000	0	405,000	322,103	79.53%	77.16 %
SHERIFF'S COMMISSARY FUND (272)	290,368	0	300,000	0	300,000	112,296	37.43%	0.00 % D
CONFISCATED ASSETS FUND (273)	396,627	0	100,000	0	100,000	104,157	104.16%	0.00 % D
HOTEL/ MOTEL TAX FUND (275)	89,491	70,133	80,000	0	80,000	87,789	109.74%	78.37 % C
IMPACT FEE FUND (295)	119,837	96,622	134,000	0	134,000	102,462	76.46%	80.63 % C
RECREATION CAPITAL CONSTRUCTIO (310)	58,145	14,377	7,500	0	7,500	13,489	179.85%	24.73 % C
SPLOST IV (321)	2,433	2,313	0	0	0	463	0.00%	95.09 % C
SPLOST V (322)	28,468,419	24,331,993	29,368,452	0	29,368,452	27,119,464	92.34%	85.47 %
RESOURCE RECOVERY DEVELOPMT (375)	1,216,143	0	1,219,323	0	1,219,323	154,989	12.71%	0.00 % G
DEBT SERVICE (410)	4,913,496	658,835	4,911,948	0	4,911,948	789,887	16.08%	13.41 %
CONFERENCE CENTER (555)	218,392	172,991	231,551	0	231,551	210,275	90.81%	79.21 %
EMERGENCY MEDICAL SERVICES (580)	5,888,188	5,317,599	7,085,147	(1,220,231)	5,864,916	4,964,127	84.64%	90.31 % E
INSURANCE AND BENEFITS FUND (605)	10,267,217	7,108,234	10,182,180	0	10,182,180	9,644,913	94.72%	69.23 % F
FLEET MAINTENANCE FUND (610)	1,256,259	1,076,353	1,421,527	0	1,421,527	1,156,523	81.36%	85.68 %
TOTAL ALL REVENUES BY FUND	141,775,530	72,541,011	145,399,836	1,567	145,401,404	80,425,258	55.31 %	51.17 %



**Cherokee County Board of Commissioners
Budget Summary
78.85% of year lapsed**

	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget 2011	% of Budget 2010
OTHER FINANCE SOURCES								
TRANSFERS IN								
GENERAL FUND (100)	848,503	708,465	30,000	0	30,000	456,449	1521.50 %	83.50 %
SENIOR SERVICES FUND (220)	576,060	480,050	588,855	3,417	592,272	490,713	82.85 %	83.33 %
PARKS AND RECREATION (225)	1,046,750	872,292	730,689	0	730,689	608,908	83.33 %	83.33 %
TRANSPORTATION FUND (240)	0	0	61,978	0	61,978	46,483	75.00 %	0.00 %
MULTIPLE GRANT FUND (250)	108,438	38,016	52,323	0	52,323	5,519	10.55 %	35.06 %
ANIMAL SERVICES FUND (252)	794,935	662,446	749,359	0	749,359	624,466	83.33 %	83.33 %
DA's CONDEMNATION FUND (254)	13,992	0	0	0	0	0	0.00 %	0.00 %
DUI COURT FUND (257)	101,038	84,198	101,000	0	101,000	84,167	83.33 %	83.33 %
IMPACT FEE FUND (295)	0	0	0	0	0	25,269	0.00 %	0.00 %
SPLOST V (322)	0	0	0	0	0	2,195	0.00 %	0.00 %
DEBT SERVICE (410)	8,584,510	7,153,759	7,516,346	0	7,516,346	6,945,883	92.41 %	83.33 %
CONFERENCE CENTER (555)	54,491	43,883	50,000	0	50,000	64,664	129.33 %	80.53 %
EMERGENCY MEDICAL SERVICES (580)	350,000	291,667	888,004	0	888,004	740,003	83.33 %	83.33 %
TOTAL TRANSFERS IN	12,478,717	10,334,775	10,768,554	3,417	10,771,971	10,094,718	93.71 %	82.82 %
USE OF RESERVES								
GENERAL FUND (100)	0	0	827,410	(46,430)	780,980	0	0.00 %	0.00 %
EMERGENCY 911 TELEPHONE FUND (215)	0	0	167,843	0	167,843	0	0.00 %	0.00 %
SENIOR SERVICES FUND (220)	0	0	53,302	(50,330)	2,972	0	0.00 %	0.00 %
PARKS AND RECREATION (225)	0	0	0	(340,000)	(340,000)	0	0.00 %	0.00 %
INSURANCE PREMIUM FUND (230)	0	0	(240,080)	0	(240,080)	0	0.00 %	0.00 %
ANIMAL SERVICES FUND (252)	0	0	40,000	(25,903)	14,097	0	0.00 %	0.00 %
DA's CONDEMNATION FUND (254)	0	0	25,000	0	25,000	0	0.00 %	0.00 %
VICTIM/WITNESS FUND (256)	0	0	19,118	(162)	18,956	0	0.00 %	0.00 %
DUI COURT FUND (257)	0	0	81,840	(14,305)	67,535	0	0.00 %	0.00 %
FIRE ADMINISTRATION FUND (270)	0	0	59,404	0	59,404	0	0.00 %	0.00 %
JAIL FUND (271)	0	0	471,574	0	471,574	0	0.00 %	0.00 %
IMPACT FEE FUND (295)	0	0	266,000	0	266,000	0	0.00 %	0.00 %
RECREATION CAPITAL CONSTRUCTION (310)	0	0	17,239,732	0	17,239,732	0	0.00 %	0.00 %
SPLOST IV (321)	0	0	1,302,897	0	1,302,897	0	0.00 %	0.00 %
SPLOST V (322)	0	0	(47,074)	(216,057)	(263,131)	0	0.00 %	0.00 %
DEBT SERVICE (410)	0	0	61,991	0	61,991	0	0.00 %	0.00 %
CONFERENCE CENTER (555)	0	0	41,150	0	41,150	0	0.00 %	0.00 %
INSURANCE AND BENEFITS FUND (605)	0	0	(113,097)	0	(113,097)	0	0.00 %	0.00 %
TOTAL USE OF RESERVES	0	0	20,257,009	(693,188)	19,563,822	0	0.00 %	0.00 %
SALE OF ASSETS								
GENERAL FUND (100)	710,324	710,279	1,500,000	48,840	1,548,840	1,549,407	100.04 %	99.99 %
FIRE ADMINISTRATION FUND (270)	0	0	0	2,500	2,500	2,500	100.00 %	0.00 %
TOTAL SALE OF ASSETS	710,324	710,279	1,500,000	51,340	1,551,340	1,551,907	100.04 %	99.99 %



Cherokee County Board of Commissioners
Budget Summary
78.85% of year lapsed

	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget 2011	% of Budget 2010
PROCEEDS FROM DEBT INSTRUMENTS								
GENERAL FUND (100)	0	1,405,900	1,361,000	(1,361,000)	0	0	0.00 %	0.00 %
RECREATION CAPITAL CONSTRUCTIO (310)	10,767,000	10,767,000	0	0	0	0	0.00 %	100.00 %
TOTAL PROCEEDS FROM DEBT INSTRUMENTS	10,767,000	12,172,900	1,361,000	(1,361,000)	0	0	0.00 %	0.00 %
TOTAL OTHER FINANCE SOURCES	23,956,041	23,217,954	33,886,563	(1,999,431)	31,887,133	11,646,625	36.52 %	96.92 %
TOTAL INFLOWS	165,731,571	95,758,965	179,286,400	(1,997,863)	177,288,536	92,071,884	51.93 %	57.78 %

Explanations for significant variances between years:

A - Completed review of budget for federal grants, believe the Transportation Fund will be short \$100k related to Canton routes. Determining appropriate route planning during 2012 Budget development.

B - Timing of grant revenue/expense varies. Expect to collect revenue and spend expenditure budgets to achieve net zero impact to county financials by year-end.

C - Percentage of variance significant, but not dollar value.

D - Did not track throughout the year in 2010. Began tracking each month in 2011.

E - Process under review; however, Chief West confident billings and cash collections are on track. Finance agrees cash collections are now on-target for the year. Meeting scheduled with TPA on 11/21/11 to review process.

F - 2011 revenue collections include \$256k reimbursement for incorrectly charged fees in prior years and \$907k ISRP/ERIP funding. Neither revenue source existed in 2010, and these represent one-time receipts. In addition, premiums increased in 2011, creating higher YTD revenue as compared to 2010.

G - Payment of RRDA Bonds. Repayment agreement being developed.

H - As more land lines are cancelled, E911 Revenues decrease. We expect 2011 Revenue to be \$216k under-budget; however when revenues are collected from pre-paid phone cards (in late 2012), we expect to eliminate this revenue gap.



Cherokee County Board of Commissioners
Budget Summary
78.85% of year lapsed

	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget 2011	% of Budget 2010
ALL EXPENDITURES BY FUND								
GENERAL FUND (100)	58,850,793	46,257,268	57,348,400	(1,337,117)	56,011,283	41,495,538	74.08%	78.60 %
LAW LIBRARY FUND (205)	64,963	0	152,000	0	152,000	110,657	72.80%	0.00 %
EMERGENCY 911 TELEPHONE FUND (215)	4,186,312	3,209,791	4,270,843	0	4,270,843	3,149,695	73.75%	76.67 %
SENIOR SERVICES FUND (220)	1,193,948	906,759	1,221,943	18,089	1,240,032	852,285	68.73%	75.95 %
PARKS AND RECREATION (225)	2,852,470	2,339,858	2,472,007	160,000	2,632,007	2,064,985	78.46%	82.03 %
INSURANCE PREMIUM FUND (230)	6,860,221	5,418,165	5,902,170	27,761	5,929,931	4,959,421	83.63%	78.98 %
TRANSPORTATION FUND (240)	1,101,868	1,002,208	1,641,749	0	1,641,749	682,866	41.59%	90.96 %
MULTIPLE GRANT FUND (250)	1,725,218	1,117,446	1,392,925	500,843	1,893,768	1,605,862	84.80%	64.77 %
COMMUNITY DEVELOPMENT (251)	633,941	416,750	1,791,913	0	1,791,913	869,431	48.52%	65.74 %
ANIMAL SERVICES FUND (252)	956,982	746,867	909,859	42,157	952,016	722,150	75.85%	78.04 %
DA's CONDEMNATION FUND (254)	25,145	5,285	40,000	0	40,000	1,729	4.32%	21.02 %
DRUG ABUSE AND TREATMENT FUND (255)	101,038	84,198	152,500	0	152,500	84,167	55.19%	83.33 %
VICTIM/WITNESS FUND (256)	191,389	160,840	192,618	0	192,618	151,558	78.68%	84.04 %
DUI COURT FUND (257)	321,805	246,743	391,470	(4,805)	386,665	276,433	71.49%	76.67 %
FIRE ADMINISTRATION FUND (270)	18,268,212	13,702,302	18,281,853	31,497	18,313,349	14,486,508	79.10%	75.01 %
JAIL FUND (271)	473,956	428,123	876,574	0	876,574	754,549	86.08%	90.33 %
SHERIFF'S COMMISSARY FUND (272)	313,618	0	300,000	0	300,000	141,247	47.08%	0.00 %
CONFISCATED ASSETS FUND (273)	417,932	0	100,000	0	100,000	219,686	219.69%	0.00 %
HOTEL/ MOTEL TAX FUND (275)	89,491	73,050	80,000	0	80,000	90,289	112.86%	81.63 %
IMPACT FEE FUND (295)	134,672	134,672	400,000	0	400,000	0	0.00%	0.00 %
RECREATION CAPITAL CONSTRUCTIO (310)	11,852,091	4,475,219	17,247,232	0	17,247,232	4,414,297	25.59%	37.76 %
SPLOST IV (321)	12,520	18,666	1,302,897	0	1,302,897	1,225,176	94.03%	149.09 %
SPLOST V (322)	28,519,102	24,304,181	29,321,378	(216,057)	29,105,321	19,991,547	68.69%	85.22 %
RESOURCE RECOVERY DEVELOPMT (375)	1,216,143	0	1,219,323	0	1,219,323	1,170,109	95.96%	0.00 %
DEBT SERVICE (410)	12,265,057	5,120,115	12,490,285	0	12,490,285	5,297,768	42.42%	41.75 %
CONFERENCE CENTER (555)	224,637	188,390	322,701	0	322,701	241,939	74.97%	83.86 %
EMERGENCY MEDICAL SERVICES (580)	7,429,042	5,814,825	7,973,151	(1,220,231)	6,752,920	5,145,559	76.20%	78.27 %
INSURANCE AND BENEFITS FUND (605)	9,925,041	8,181,180	10,069,083	0	10,069,083	7,932,540	78.78%	82.43 %
FLEET MAINTENANCE FUND (610)	1,408,836	1,173,011	1,421,527	0	1,421,527	1,155,491	81.29%	83.26 %
TOTAL ALL EXPENDITURES BY FUND	171,616,441	125,525,914	179,286,400	(1,997,863)	177,288,536	119,293,483	67.29 %	73.14 %



Cherokee County Board of Commissioners
Changes in Fund Balance
As of 10/31/2011

Fund	Beginning Balance	Revenues & Other Finance Sources	Expenditures	Ending Balance	Net Increase/ (Decrease)	
100 GENERAL FUND	25,181,708	18,690,499	41,495,538	4,672,782	(20,508,926)	A
205 LAW LIBRARY FUND	565,525	110,483	110,657	565,351	(174)	
215 EMERGENCY 911 TELEPHONE FUND	1,676,938	2,329,343	3,149,695	856,586	(820,352)	B
220 SENIOR SERVICES FUND	4,604	976,985	852,285	129,304	124,700	
225 PARKS AND RECREATION	(88,149)	2,437,244	2,064,985	284,110	372,259	
230 INSURANCE PREMIUM FUND	(583,631)	6,891,559	4,959,421	1,348,507	1,932,138	C
240 TRANSPORTATION FUND	(169,557)	520,493	682,866	(331,931)	(162,373)	D
250 MULTIPLE GRANT FUND	(30,959)	1,485,719	1,605,862	(151,103)	(120,144)	
251 COMMUNITY DEVELOPMENT	(15,499)	837,166	869,431	(47,764)	(32,265)	
252 ANIMAL SERVICES FUND	14,097	740,398	722,150	32,345	18,248	
254 DA's CONDEMNATION FUND	70,822	11,495	1,729	80,589	9,767	
255 DRUG ABUSE AND TREATMENT FUND	492,867	121,110	84,167	529,810	36,943	
256 VICTIM/WITNESS FUND	18,956	148,727	151,558	16,125	(2,832)	
257 DUI COURT FUND	67,535	298,180	276,433	89,282	21,747	
270 FIRE ADMINISTRATION FUND	13,857,840	3,911,531	14,486,508	2,660,716	(11,197,124)	A
271 JAIL FUND	2,130,380	322,103	754,549	1,697,933	(432,447)	E
272 SHERIFF'S COMMISSARY FUND	76,788	112,296	141,247	47,837	(28,951)	
273 CONFISCATED ASSETS FUND	340,545	104,157	219,686	225,017	(115,529)	F
275 HOTEL/ MOTEL TAX FUND	0	87,789	90,289	(2,500)	(2,500)	
295 IMPACT FEE FUND	3,618,131	127,732	0	3,745,862	127,732	
310 RECREATION CAPITAL CONSTRUCTIO	28,133,062	13,489	4,414,297	23,732,253	(4,400,808)	G
320 SPLOST III	0	0	0	0	0	
321 SPLOST IV	1,302,962	463	1,225,176	78,248	(1,224,713)	M
322 SPLOST V	1,999	27,121,659	19,991,547	7,132,112	7,130,113	H
323 SPLOST VI	0	0	0	0	0	
375 RESOURCE RECOVERY DEVELOPMT	0	154,989	1,170,109	(1,015,120)	(1,015,120)	I
410 DEBT SERVICE	7,267,985	7,735,771	5,297,768	8,782,327	1,514,342	J
555 CONFERENCE CENTER	108,168	274,939	241,939	141,167	33,000	
580 EMERGENCY MEDICAL SERVICES	743,089	5,704,130	5,145,559	1,301,659	558,571	K
605 INSURANCE AND BENEFITS FUND	1	9,644,913	7,932,540	1,712,374	1,712,373	L
610 FLEET MAINTENANCE FUND	457,034	1,156,523	1,155,491	458,066	1,032	
	<u>85,243,239</u>	<u>92,071,884</u>	<u>119,293,483</u>	<u>58,771,945</u>	<u>(26,471,294)</u>	

FUND BALANCE VARIANCE EXPLANATIONS

VARIANCES OVER \$100K

Purpose of Variance Explanations: To verify Finance expects/understands variances in fund balances and can ensure the fund is not in danger of unexpectedly eliminating its fund balance.

A - Decrease is as budgeted. Fund Balance will drop throughout the year as the county uses property taxes collected mainly in December 2010/January 2011 to fund current year operations. Fund Balance will be recovered when 2011 property taxes are received beginning in October.

B - Decrease OK. Phone company payments are typically received quarterly, so timing creates variances. We expect to collect slightly less than budgeted revenues and only use \$168k of reserves (as budgeted). In 2012 the fund will begin receiving revenue related to prepaid phone cards, so we hope to avoid using reserves in the future.

C - Increase as expected. County receives one check in October in this fund, which recovers fund balance. (Received \$6.5M on October 14, 2011.).

D - Review of federal grants completed. This fund balance is decreasing from Canton route losses. Developing plan for appropriate routes in 2012.

E - Decrease budgeted. Sheriff Office agreed to utilize fund balance during this tight budget year.

F - Decrease ok. Sheriff Office manages fund balance and uses for authorized expenditures.

G - Decrease budgeted. Utilizing bond proceeds/fund balance to fund Parks Bond projects.

H - Increase due to timing of projects. Expect to fully utilize SPLOST fund balance throughout SPLOST period.

I - Decrease due to payment of RRDA Bonds. Repayment agreement being developed.

J - Increase expected. Monthly budgeted transfers made to Debt Service Fund to accumulate funds for future scheduled debt payments.

K - TPA recorded significant A/R in August, but very low adjustments. Process under review; however, Chief West believes all is ok; Finance agrees cash collections on target.

L - Fund balance has increased related to 1) \$907k ISRP/ERIP - which is meant to fund benefits in future years, 2) \$256k related to reimbursement of costs incorrectly charged in prior years, 3) lower claim costs due to lower participation.

M – SPLOST IV funds used to purchase Blalock Land from General Fund.



**Cherokee County Board of Commissioners
Inflows Compared to Expenditures - All Funds
As of 10/31/2011**

	Actual as of 10/31/2009	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget
GENERAL FUND (100)								
INFLOWS	19,812,175	54,097,188	18,573,370	57,348,400	(1,337,117)	56,011,283	18,690,499	33.37%
EXPENDITURES	48,263,782	58,850,793	46,257,268	57,348,400	(1,337,117)	56,011,283	41,495,538	74.08%
Excess Inflows over Expenditures	(28,451,607)	(4,753,606)	(27,683,898)	0	0	0	(22,805,039)	
LAW LIBRARY FUND (205)								
INFLOWS	0	152,714	0	152,000	0	152,000	110,483	72.69%
EXPENDITURES	37	64,963	0	152,000	0	152,000	110,657	72.80%
Excess Inflows over Expenditures	(37)	87,751	0	0	0	0	(174)	
EMERGENCY 911 TELEPHONE FUND (215)								
INFLOWS	3,050,685	4,127,344	2,930,334	4,270,843	0	4,270,843	2,329,343	54.54%
EXPENDITURES	3,237,688	4,186,312	3,209,791	4,270,843	0	4,270,843	3,149,695	73.75%
Excess Inflows over Expenditures	(187,003)	(58,967)	(279,457)	0	0	0	(820,352)	
SENIOR SERVICES FUND (220)								
INFLOWS	924,868	1,145,248	941,157	1,221,943	18,089	1,240,032	976,985	78.79%
EXPENDITURES	827,763	1,193,948	906,759	1,221,943	18,089	1,240,032	852,285	68.73%
Excess Inflows over Expenditures	97,105	(48,699)	34,397	0	0	0	124,700	
PARKS AND RECREATION (225)								
INFLOWS	2,354,604	3,062,805	2,519,958	2,472,007	160,000	2,632,007	2,437,244	92.60%
EXPENDITURES	2,390,015	2,852,470	2,339,858	2,472,007	160,000	2,632,007	2,064,985	78.46%
Excess Inflows over Expenditures	(35,411)	210,335	180,100	0	0	0	372,259	
INSURANCE PREMIUM FUND (230)								
INFLOWS	5,890,651	6,140,975	6,078,783	5,902,170	27,761	5,929,931	6,891,559	116.22%
EXPENDITURES								
DEVELOPMENT SERVICES CENTER	173,127	230,278	183,601	214,089	0	214,089	152,280	71.13%
ROADS AND BRIDGES	1,629,819	2,476,449	1,926,993	2,336,887	6,972	2,343,859	1,611,560	68.76%
STORMWATER MGT ENGINEERING	207,836	308,808	205,001	253,853	14,000	267,853	198,054	73.94%
ENGINEERING DEVELOPMENT SERVIC	226,855	344,197	266,436	308,543	0	308,543	252,730	81.91%
ENGINEERING	407,801	604,114	463,674	535,638	6,789	542,427	447,361	82.47%
CONSERVATION ADMINISTRATION	41,762	64,063	50,565	62,148	0	62,148	48,023	77.27%
FOREST RESOURCES CONSERVATION	5,930	14,825	14,825	15,000	0	15,000	4,942	32.94%
BUILDING INSPECTIONS	0	593,554	468,357	500,452	0	500,452	400,160	79.96%
PLANNING AND LAND USE	440,067	743,466	632,619	732,247	0	732,247	566,247	77.33%
CODE ENFORCEMENT	444,403	575,308	435,130	593,313	0	593,313	529,950	89.32%
INTERFUND TRANSFERS	982,503	905,158	770,965	350,000	0	350,000	748,116	213.75%
EXPENDITURES	4,949,967	6,860,221	5,418,165	5,902,170	27,761	5,929,931	4,959,421	83.63%
Excess Inflows over Expenditures	940,684	(719,246)	660,617	0	0	0	1,932,138	
TRANSPORTATION FUND (240)								
INFLOWS	897,589	1,099,412	941,564	1,641,749	0	1,641,749	520,493	31.70%



Cherokee County Board of Commissioners
Inflows Compared to Expenditures - All Funds
As of 10/31/2011

	Actual as of 10/31/2009	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget
EXPENDITURES								
UNASSIGNED PROJECTS	0	23	23	0	0	0	0	0.00%
5307 TRANSPORTATION PROGRAM	337,021	111,871	77,669	0	0	0	0	0.00%
5311 TRANSPORTATION PROGRAM	419,939	560,106	442,476	646,373	0	646,373	504,944	78.12%
ARRA - CATS 5307	216,045	317,779	268,969	206,433	0	206,433	1,211	0.59%
5311 ARRA GRANT	0	3,394	127,150	291,175	0	291,175	6,172	2.12%
CANTON SHUTTLE	77,817	108,696	85,922	135,805	0	135,805	102,293	75.32%
266 TRANSPORATION GRANT	0	0	0	361,963	0	361,963	68,245	18.85%
EXPENDITURES	1,099,511	1,101,868	1,002,208	1,641,749	0	1,641,749	682,866	41.59%
Excess Inflows over Expenditures	(201,922)	(2,456)	(60,644)	0	0	0	(162,373)	
MULTIPLE GRANT FUND (250)								
INFLOWS	451,040	1,694,403	845,953	1,392,925	500,843	1,893,768	1,485,719	78.45%
EXPENDITURES								
ACCG INTERNSHIP PROGRAM	0	2,052	1,257	1,172	0	1,172	2,693	229.74%
ACCG HEALTH GRANT	0	0	0	18,000	0	18,000	0	0.00%
AMER SOCIETY FOR THE PROTECTION	0	5,000	0	0	0	0	0	0.00%
BULLET PROOF VEST GRANT 2009	4,500	2,462	2,462	0	0	0	0	0.00%
BULLET PROOF VEST GRANT 2010	0	10,199	0	0	5,072	5,072	5,072	100.00%
BULLET PROOF VEST GRANT 2011	0	0	0	0	5,264	5,264	0	0.00%
CITIZENS CORP PROGRAM	4,322	8,768	8,768	0	0	0	0	0.00%
CITIZENS CORP PROGRAM	0	0	0	0	11,000	11,000	7,357	66.88%
DUI/DRUG COURT GRANT 2007	32,124	28,008	32,776	31,700	0	31,700	17,567	55.42%
JUDICIAL COUNCIL OF GA DUI GRANT	22,076	22,159	20,154	21,547	0	21,547	18,063	83.83%
ENERGY EFFICIENCY & CONSERVATION GR	23,750	496,712	115,099	1,000,000	250,413	1,250,413	1,169,181	93.50%
EMERGENCY MGMT PERFORMANCE GRANT	33,175	1,985	1,985	0	0	0	0	0.00%
CHEROKEE FAMILY FOCUS	34,862	37,409	27,409	21,125	25,000	46,125	41,693	90.39%
GEMA HAZMAT GRANT	0	14,489	4,382	0	511	511	500	97.87%
GEORGIA TERRORISM INTELLIGENCE PROJ	159	708	708	0	0	0	0	0.00%
HEAT GRANT	79,684	89,525	88,279	0	0	0	0	0.00%
Hazard Mitigation Grant 2010	0	24,353	22,390	0	10,614	10,614	0	0.00%
HOMELAND SECURITY GRANT	0	250,993	250,993	0	0	0	0	0.00%
STATE & LOCAL OVERTIME ASSISTANCE	11,970	17,379	13,489	18,400	0	18,400	13,513	73.44%
JUSTICE ASSISTANCE GRANT (JAG)	48,473	12,168	0	0	0	0	0	0.00%
EDWARD BYRNE JUSTICE ASSISTANCE GRA	0	0	0	0	10,948	10,948	0	0.00%
SOLICITORS OFFICE JUSTICE ADMIN GRA	1,346	30,234	34,321	0	0	0	80	0.00%
POS JUVENILE OFFENDERS PROGRAM	4,800	4,175	1,125	5,000	1,000	6,000	5,525	92.08%
PETSMART GRANT	0	5,000	0	0	0	0	0	0.00%
2009 PERFORMANCE PARTNERSHIP AGREEM	0	43,321	43,321	0	0	0	0	0.00%
2010 PARTNERSHIP PERFORMANCE AGREEM	0	16,565	8,430	0	26,006	26,006	26,006	100.00%
2011 PARTNERSHIP PERFORMANCE AGREE	0	0	0	0	42,571	42,571	7,366	17.30%
PROJECT SAFE NEIGHBORHOOD GRANT	84,940	21,861	0	0	0	0	0	0.00%



**Cherokee County Board of Commissioners
Inflows Compared to Expenditures - All Funds
As of 10/31/2011**

	Actual as of 10/31/2009	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget
JUVENILE COURT PSYCH EVAL GRANT	0	0	0	0	12,500	12,500	5,000	40.00%
RECOVERY ACT JUSTICE ASST GRANT	0	27,617	22,327	2,331	0	2,331	2,397	102.84%
RECOVERY ACT VIOLENCE AGAINST WOMEN	0	59,323	54,755	0	0	0	0	0.00%
ARRA JAG COURTS SECURITY EQUIP	0	10,458	10,458	0	871	871	871	100.00%
ARRA JAG NETWORK INFRASTRUCTURE	0	34,845	34,845	0	0	0	0	0.00%
ARRA JAG LABORATORY CONTRACT	0	28,819	22,968	0	21,181	21,181	21,180	100.00%
ARRA JAG SERVER UPGRADE	0	25,130	21,508	0	0	0	0	0.00%
ARRA JAG VIDEO CONF EQUIPMENT	0	11,550	0	0	34,650	34,650	34,650	100.00%
ARRA JAG ELECTRONIC WARRANTS	0	76,360	76,360	0	0	0	0	0.00%
ARRA JAG TRANSCRIPTION CONTRACT	0	19,371	15,468	0	43,242	43,242	20,720	47.92%
STOP VAWA CJSI GRANT - DA	0	75,092	6,614	133,930	0	133,930	96,153	71.79%
STOP VIOLENCE AGAINST WOMEN ACT GRA	0	53,412	52,801	0	0	0	8,323	0.00%
VICTIM'S OF CRIME ACT	113,138	157,717	121,997	139,720	0	139,720	101,955	72.97%
EXPENDITURES	661,976	1,725,218	1,117,446	1,392,925	500,843	1,893,768	1,605,862	84.80%
Excess Inflows over Expenditures	(210,936)	(30,815)	(271,494)	0	0	0	(120,144)	
COMMUNITY DEVELOPMENT (251)								
INFLOWS	104,877	709,384	447,876	1,791,913	0	1,791,913	837,166	46.72%
EXPENDITURES								
UNASSIGNED PROJECTS	16,000	1,073	0	355,098	(85,000)	270,098	0	0.00%
ANNA CRAWFORD CRILDRENS CENTER	0	10,463	0	0	0	0	10,044	0.00%
ANNA CRAWFORD CHILDRENS CENTER	0	91,319	19,859	25,000	0	25,000	13,219	52.88%
MALON D MIMMS BOYS & GIRLS CLUB	0	5,464	5,464	0	0	0	12,536	0.00%
BALL GROUND SENIOR CENTER	0	0	0	10,178	0	10,178	85,178	836.88%
COURT APPOINTED SPECIAL ADVOCATES	0	10,000	9,922	0	0	0	0	0.00%
COMMUNITY DEVELOPMENT BLOCK GRANT	47,397	139,999	102,722	154,844	0	154,844	101,871	65.79%
CHEROKEE DAY TRAINING CENTER	0	97,936	35,084	70,000	0	70,000	218,206	311.72%
CHEROKEE FAMILY VIOLENCE CENTER	0	19,999	19,999	0	0	0	20,423	0.00%
CANTON PUBLIC FACILITIES PROJECT	0	0	0	65,000	0	65,000	10,000	15.38%
HOLLY SPRINGS PUBLIC FACILITY PROJE	0	0	0	201,866	0	201,866	0	0.00%
WOODSTOCK PUBLIC FACILITIES PROJECT	0	0	0	5,000	75,000	80,000	45,156	56.44%
GOSHEN VALLEY BOYS RANCH	0	15,000	15,000	0	0	0	0	0.00%
HOME FUNDS GRANT	76,911	212,733	206,984	262,049	0	262,049	258,191	98.53%
MUST MINISTRIES PUBLIC SVC PROJECT	0	8,280	1,717	0	0	0	187	0.00%
SENIOR CTR PUBLIC FACILITY PROJECT	0	21,675	0	600,000	0	600,000	48,679	8.11%
SENIOR TRANS PUBLIC SVC PROJECT	0	0	0	42,878	0	42,878	42,878	100.00%
YMCA PUBLIC SERVICE PROJECT	0	0	0	0	10,000	10,000	2,863	28.63%
EXPENDITURES	160,735	633,941	416,750	1,791,913	0	1,791,913	869,431	48.52%
Excess Inflows over Expenditures	(55,857)	75,443	31,126	0	0	0	(32,265)	
ANIMAL SERVICES FUND (252)								
INFLOWS	855,707	932,525	772,130	909,859	42,157	952,016	740,398	77.77%
EXPENDITURES	724,754	956,982	746,867	909,859	42,157	952,016	722,150	75.85%



Cherokee County Board of Commissioners
Inflows Compared to Expenditures - All Funds
As of 10/31/2011

	Actual as of 10/31/2009	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget
Excess Inflows over Expenditures	130,953	(24,456)	25,263	0	0	0	18,248	
DA's CONDEMNATION FUND (254)								
INFLOWS	47,757	37,918	17,877	40,000	0	40,000	11,495	28.74%
EXPENDITURES	35,532	25,145	5,285	40,000	0	40,000	1,729	4.32%
Excess Inflows over Expenditures	12,225	12,773	12,592	0	0	0	9,767	
DRUG ABUSE AND TREATMENT FUND (255)								
INFLOWS	116,263	160,593	115,413	152,500	0	152,500	121,110	79.42%
EXPENDITURES	72,876	101,038	84,198	152,500	0	152,500	84,167	55.19%
Excess Inflows over Expenditures	43,387	59,555	31,215	0	0	0	36,943	
VICTIM/WITNESS FUND (256)								
INFLOWS	147,816	179,732	137,329	192,618	0	192,618	148,727	77.21%
EXPENDITURES	214,382	191,389	160,840	192,618	0	192,618	151,558	78.68%
Excess Inflows over Expenditures	(66,566)	(11,657)	(23,511)	0	0	0	(2,832)	
DUI COURT FUND (257)								
INFLOWS	244,346	314,604	267,151	391,470	(4,805)	386,665	298,180	77.12%
EXPENDITURES	269,404	321,805	246,743	391,470	(4,805)	386,665	276,433	71.49%
Excess Inflows over Expenditures	(25,058)	(7,200)	20,408	0	0	0	21,747	
FIRE ADMINISTRATION FUND (270)								
INFLOWS	4,326,781	18,524,389	3,746,917	18,281,853	31,497	18,313,349	3,911,531	21.36%
EXPENDITURES								
FIRE ADMINISTRATION	1,707,046	1,247,127	917,762	1,277,270	0	1,277,270	1,148,870	89.95%
FIRE MARSHALL	437,355	457,276	357,379	451,367	0	451,367	426,380	94.46%
FIRE FIGHTING	12,133,291	15,527,952	11,604,574	15,529,468	31,497	15,560,965	12,194,960	78.37%
FIRE PREVENTION	155,750	191,195	155,364	144,779	0	144,779	107,087	73.97%
FIRE TRAINING	602,304	844,663	667,223	878,969	0	878,969	609,211	69.31%
EXPENDITURES	15,035,746	18,268,212	13,702,302	18,281,853	31,497	18,313,349	14,486,508	79.10%
Excess Inflows over Expenditures	(10,708,965)	256,177	(9,955,385)	0	0	0	(10,574,978)	
JAIL FUND (271)								
INFLOWS	350,346	411,318	317,393	876,574	0	876,574	322,103	36.75%
EXPENDITURES	255,368	473,956	428,123	876,574	0	876,574	754,549	86.08%
Excess Inflows over Expenditures	94,978	(62,638)	(110,730)	0	0	0	(432,447)	
SHERIFF'S COMMISSARY FUND (272)								
INFLOWS	0	290,368	0	300,000	0	300,000	112,296	37.43%
EXPENDITURES	0	313,618	0	300,000	0	300,000	141,247	47.08%
Excess Inflows over Expenditures	0	(23,249)	0	0	0	0	(28,951)	
CONFISCATED ASSETS FUND (273)								
INFLOWS	0	396,627	0	100,000	0	100,000	104,157	104.16%



**Cherokee County Board of Commissioners
Inflows Compared to Expenditures - All Funds
As of 10/31/2011**

	Actual as of 10/31/2009	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget
EXPENDITURES	0	417,932	0	100,000	0	100,000	219,686	219.69%
Excess Inflows over Expenditures	0	(21,305)	0	0	0	0	(115,529)	
HOTEL/ MOTEL TAX FUND (275)								
INFLOWS	59,070	89,491	70,133	80,000	0	80,000	87,789	109.74%
EXPENDITURES	78,923	89,491	73,050	80,000	0	80,000	90,289	112.86%
Excess Inflows over Expenditures	(19,852)	0	(2,917)	0	0	0	(2,500)	
IMPACT FEE FUND (295)								
INFLOWS	289,569	119,837	96,622	400,000	0	400,000	127,732	31.93%
EXPENDITURES								
LIBRARY	100,000	134,672	134,672	0	0	0	0	0.00%
TRAINING RANGE PROPERTY	8	0	0	400,000	0	400,000	0	0.00%
EXPENDITURES	306,812	134,672	134,672	400,000	0	400,000	0	0.00%
Excess Inflows over Expenditures	(17,244)	(14,835)	(38,050)	0	0	0	127,732	
RECREATION CAPITAL CONSTRUCTIO (310)								
INFLOWS	46,602,908	10,825,145	10,781,377	17,247,232	0	17,247,232	13,489	0.08%
EXPENDITURES								
2010 PARKS G.O. BONDS	0	134,853	134,204	0	0	0	30	0.00%
UNASSIGNED PROJECTS	90,490	0	4,977	16,725,412	(285)	16,725,127	0	0.00%
PARKS ENGINEERING/OPERATIONS	31,450	180,495	132,857	246,947	285	247,232	175,946	71.17%
PARK EQUIPMENT	40,293	145,876	102,969	0	0	0	77,967	0.00%
NON-ASSET EQUIPMEMT	0	1,950	0	0	0	0	0	0.00%
PARKS - CITY CLUB	8,815	5,460	3,900	0	0	0	40,850	0.00%
CLINE PARK	610,074	0	0	0	0	0	357	0.00%
UNIVETER/KILLIAN	2,407,245	6,539	6,539	0	0	0	0	0.00%
PATRIOT'S PK -KELLOGG CK/VICTORY DR	2,175,892	107,449	60,279	0	0	0	57,132	0.00%
SOCCER COMPLEX	8,985	1,963,129	1,565,774	0	0	0	886,116	0.00%
CANTON PARK ALONG THE ETOWAH	2,032	281,725	151,625	0	0	0	41,628	0.00%
HIGHWAY 20 - EAST PARK	4,483,305	72,549	6,849	0	0	0	217,174	0.00%
DUNN PROPERTY - SW PARK	1,545,550	16,953	386	0	0	0	262,785	0.00%
BLANKET CREEK	0	324,581	321,381	0	0	0	9,117	0.00%
AQUATIC CENTER	0	1,711,346	24,874	0	0	0	564,248	0.00%
GREENSPACE	0	2,728,249	1,523,385	0	0	0	6,026	0.00%
HOLLY SPRINGS PARK	0	385,705	3,925	0	0	0	3,549	0.00%
TWIN CREEKS SOFTBALL RENOVATIONS	0	10,250	10,250	0	0	0	0	0.00%
WOODSTOCK GREENPRINTGS	0	48,616	27,614	0	0	0	224,303	0.00%
WALESKA PARK	0	0	0	0	0	0	7,265	0.00%
WILLOUGHBY SEWELL PROPERTY	0	3,334,115	0	0	0	0	5,606	0.00%
BLALOCK LAND	0	0	0	274,873	0	274,873	0	0.00%
WALESKA - City of	0	0	0	0	0	0	1,868	0.00%



Cherokee County Board of Commissioners
Inflows Compared to Expenditures - All Funds
As of 10/31/2011

	Actual as of 10/31/2009	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget
OLD DOSS PROPERTY	0	0	0	0	0	0	462,169	0.00%
BALL GROUND PARK	0	0	0	0	0	0	14,353	0.00%
BUFFINGTON PARK RENOVATION	0	0	0	0	0	0	4,675	0.00%
FENCING REPAIRS	0	308,692	151,835	0	0	0	0	0.00%
HOBGOOD PARK RENOVATIONS	0	43,360	221,482	0	0	0	877,204	0.00%
RIVERSIDE MAINTENANCE FACILITY	0	9,550	12,914	0	0	0	0	0.00%
TENNIS & BASKETBALL COURT RESURFACE	0	7,200	7,200	0	0	0	0	0.00%
SEQUOYAH PARK	0	23,450	0	0	0	0	445,354	0.00%
KENNY ASKEW PARK	0	0	0	0	0	0	19,813	0.00%
PRIEST ROAD MASTER PLANNING	0	0	0	0	0	0	182	0.00%
CITY OF NELSON	0	0	0	0	0	0	8,578	0.00%
EXPENDITURES	14,731,227	11,852,091	4,475,219	17,247,232	0	17,247,232	4,414,297	25.59%
Excess Inflows over Expenditures	31,871,681	(1,026,946)	6,306,157	0	0	0	(4,400,808)	
SPLOST IV (321)								
INFLOWS	7,507	2,433	2,313	1,302,897	0	1,302,897	463	0.04%
EXPENDITURES								
GREENSPACE SPLOST IV	130,810	12,520	11,563	1,225,127	0	1,225,127	1,225,127	100.00%
ADMINISTRATION/ENGINEERING	0	0	7,103	0	0	0	50	0.00%
ROADS & BRIDGES	0	0	0	77,770	0	77,770	0	0.00%
EXPENDITURES	187,020	12,520	18,666	1,302,897	0	1,302,897	1,225,176	94.03%
Excess Inflows over Expenditures	(179,513)	(10,087)	(16,352)	0	0	0	(1,224,713)	
SPLOST V (322)								
INFLOWS	19,446,214	28,468,419	24,331,993	29,321,378	(216,057)	29,105,321	27,121,659	93.18%
EXPENDITURES								
COMMUNITY CENTERS	384,614	73,612	69,488	0	0	0	2,966	0.00%
GREENSPACE SPLOST IV	31,783	715	0	0	0	0	0	0.00%
TRANSFER FOR DEBT SERVICE PAYMENTS	3,472,222	4,166,667	3,472,222	7,822,796	0	7,822,796	3,472,222	44.39%
LIBRARY SPLOST V	124,835	300,000	300,000	500,000	0	500,000	100,000	20.00%
PARKS & RECREATION SPLOST V	738,515	1,261,779	1,101,911	1,100,000	0	1,100,000	833,011	75.73%
CITY DISTRIBUTION	4,041,457	6,317,565	5,320,085	6,341,350	0	6,341,350	5,508,966	86.87%
ADMIN/ACCOUNTING	53,751	67,149	51,408	65,411	0	65,411	53,855	82.33%
ADMINISTRATION/ENGINEERING	256,293	188,243	127,130	291,968	0	291,968	194,293	66.55%
ROADS & BRIDGES	449,197	785,144	637,295	1,969,235	0	1,969,235	902,860	45.85%
CITY OF BALLGROUND - PARKS	36,490	6,000	6,000	0	0	0	0	0.00%
SOCCER COMPLEX	1,121,344	(2,394)	0	0	0	0	0	0.00%
ROAD PROJECTS	6,738,150	6,094,167	5,003,225	4,990,000	8,615	4,998,615	4,768,209	95.39%
TRIPP ROAD OVER MILL CREEK	0	0	0	100,000	0	100,000	13,290	13.29%
GARLAND MOUNTAIN TRAIL	0	3,435	3,435	0	0	0	0	0.00%
R&B ANNUAL STORM DRAINAGE IMPROV	0	83,877	27,112	8,615	(8,615)	0	0	0.00%
2008 LARP	0	0	0	0	0	0	78	0.00%



Cherokee County Board of Commissioners
Inflows Compared to Expenditures - All Funds
As of 10/31/2011

	Actual as of 10/31/2009	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget
ADMINISTRATION BUILDING	2,241,163	1,087,175	906,925	700,000	0	700,000	782,459	111.78%
TAX COMM - TOWNLAKE	0	1,041,878	1,022,260	0	0	0	0	0.00%
FIRE - SPLOST V	297,125	1,524,810	1,440,238	1,431,419	0	1,431,419	102,734	7.18%
COMMUNICATIONS - E911	8,956	526,012	309,955	941,509	(216,057)	725,452	175,569	24.20%
LAW ENFORCEMENT	499,425	1,076,137	928,705	900,000	0	900,000	9,853	1.09%
SHERIFF VEHICLES	0	0	0	400,000	0	400,000	228,045	57.01%
WARNING SIREN UPGRADE	0	(307,930)	(307,930)	0	0	0	0	0.00%
SENIOR CENTER SPLOST V	0	0	0	750,000	0	750,000	0	0.00%
AIRPORT SPLOST V	4,585,628	4,201,755	3,883,430	1,009,075	0	1,009,075	2,831,049	280.56%
PATRIOT'S PK -KELLOGG CK/VICTORY DR	0	23,307	1,286	0	0	0	12,089	0.00%
EXPENDITURES	25,080,948	28,519,102	24,304,181	29,321,378	(216,057)	29,105,321	19,991,547	68.69%
Excess Inflows over Expenditures	(5,634,735)	(50,683)	27,813	0	0	0	7,130,113	
SPLOST VI (323)								
Excess Inflows over Expenditures	0	0	0	0	0	0	0	
RESOURCE RECOVERY DEVELOPMT (375)								
INFLOWS	0	1,216,143	0	1,219,323	0	1,219,323	154,989	12.71%
EXPENDITURES	0	1,216,143	0	1,219,323	0	1,219,323	1,170,109	95.96%
Excess Inflows over Expenditures	0	0	0	0	0	0	(1,015,120)	
DEBT SERVICE (410)								
INFLOWS	7,248,056	13,498,006	7,812,594	12,490,285	0	12,490,285	7,735,771	61.93%
EXPENDITURES	8,056,278	12,265,057	5,120,115	12,490,285	0	12,490,285	5,297,768	42.42%
Excess Inflows over Expenditures	(808,221)	1,232,949	2,692,479	0	0	0	2,438,002	
CONFERENCE CENTER (555)								
INFLOWS	164,113	272,883	216,874	322,701	0	322,701	274,939	85.20%
EXPENDITURES	125,012	224,637	188,390	322,701	0	322,701	241,939	74.97%
Excess Inflows over Expenditures	39,100	48,246	28,483	0	0	0	33,000	
EMERGENCY MEDICAL SERVICES (580)								
INFLOWS	6,404,918	6,238,188	5,609,266	7,973,151	(1,220,231)	6,752,920	5,704,130	84.47%
EXPENDITURES	5,797,092	7,429,042	5,814,825	7,973,151	(1,220,231)	6,752,920	5,145,559	76.20%
Excess Inflows over Expenditures	607,825	(1,190,853)	(205,559)	0	0	0	558,571	
INSURANCE AND BENEFITS FUND (605)								
INFLOWS	6,276,962	10,267,217	7,108,234	10,069,083	0	10,069,083	9,644,913	95.79%
EXPENDITURES	7,691,856	9,925,041	8,181,180	10,069,083	0	10,069,083	7,932,540	78.78%
Excess Inflows over Expenditures	(1,414,894)	342,176	(1,072,946)	0	0	0	1,712,373	
FLEET MAINTENANCE FUND (610)								
INFLOWS	1,032,008	1,256,259	1,076,353	1,421,527	0	1,421,527	1,156,523	81.36%
EXPENDITURES	1,107,771	1,408,836	1,173,011	1,421,527	0	1,421,527	1,155,491	81.29%
Excess Inflows over Expenditures	(75,764)	(152,577)	(96,658)	0	0	0	1,032	



**Cherokee County Board of Commissioners
Inflows Compared to Expenditures - All Funds
As of 10/31/2011**

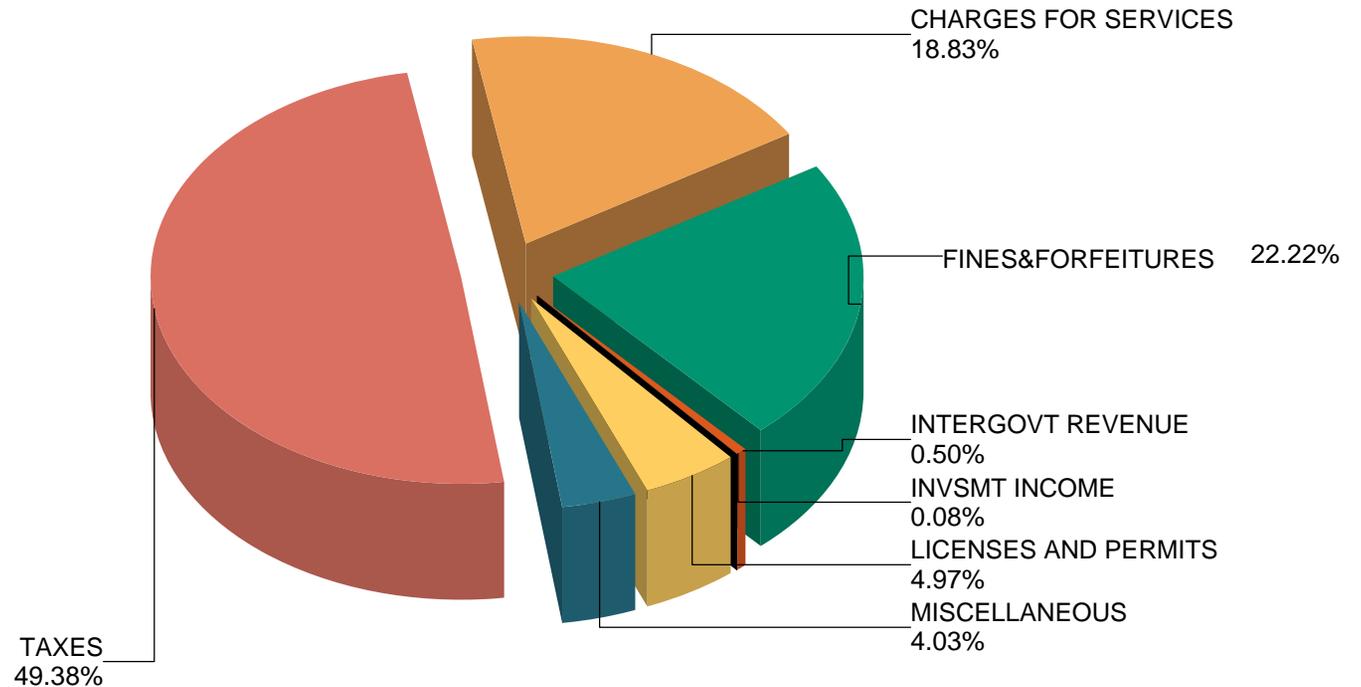
	Actual as of 10/31/2009	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget
TOTAL INFLOWS	127,106,827	165,731,571	95,758,965	179,286,400	(1,997,863)	177,288,536	92,071,884	51.93%
TOTAL EXPENDITURES	141,362,473	171,616,441	125,525,914	179,286,400	(1,997,863)	177,288,536	119,293,483	67.29%
TOTAL EXCESS INFLOWS OVER EXPENDITURES	(14,255,646)	(5,884,870)	(29,766,949)	0	0	0	(27,221,600)	



**Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
78.85% of year lapsed**

	2010 Year End Actual	Actual as of 10/31/2010	% of 2010 YE Actual	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of 2011 Budget
REVENUES								
TAXES	38,848,108	8,001,681	20.60%	40,759,817	0	40,759,817	8,239,044	20.21%
LICENSES AND PERMITS	714,835	1,061,740	148.53%	995,000	0	995,000	828,797	83.30%
INTERGOVERNMENTAL RE	82,261	42,261	51.37%	42,000	0	42,000	82,611	196.69%
CHARGES FOR SERVICES	7,273,614	2,424,663	33.34%	6,712,000	0	6,712,000	3,141,110	46.80%
FINES AND FORFEITURE	4,655,603	3,469,480	74.52%	4,445,000	0	4,445,000	3,707,033	83.40%
INVESTMENT INCOME	46,354	47,020	101.44%	25,000	0	25,000	13,115	52.46%
MISCELLANEOUS	917,586	701,882	76.49%	651,173	21,473	672,646	672,933	100.04%
TOTAL REVENUES	52,538,361	15,748,726	29.98%	53,629,990	21,473	53,651,463	16,684,643	31.10%

General Fund Revenues By Source

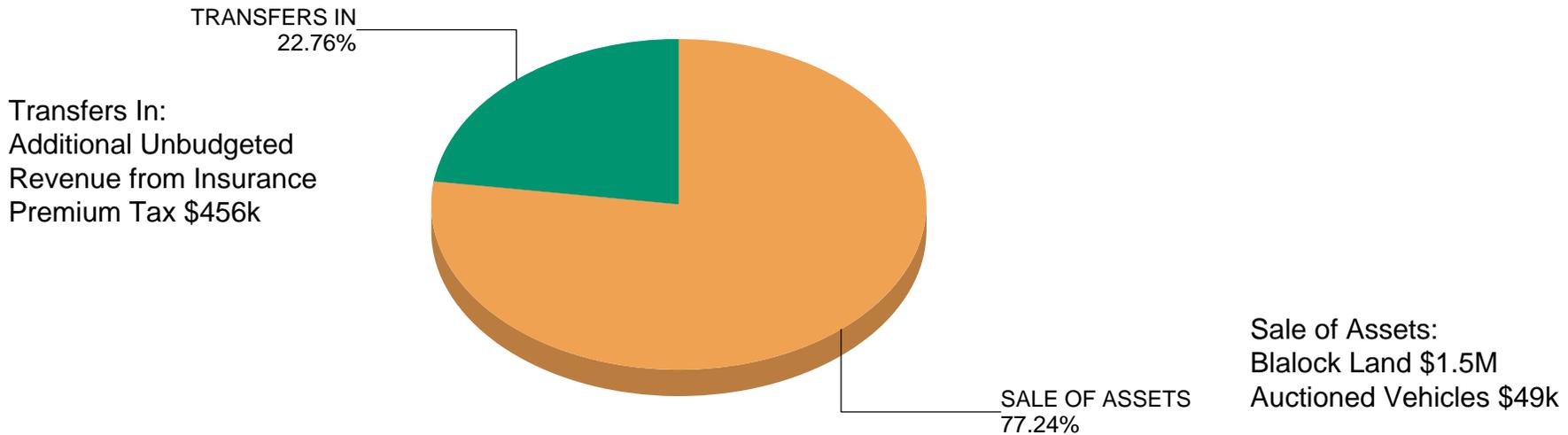




**Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
78.85% of year lapsed**

	2010 Year End Actual	Actual as of 10/31/2010	% of 2010 YE Actual	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of 2011 Budget
OTHER FINANCE SOURCES								
TRANSFERS IN	848,503	708,465	83.50%	30,000	0	30,000	456,449	#####%
USE OF RESERVES	0	0	0.00%	827,410	46,430	780,980	0	0.00%
SALE OF ASSETS	710,324	710,279	99.99%	1,500,000	48,840	1,548,840	1,549,407	100.04%
PROCEEDS FROM DEBT INSTRUMENTS	0	1,405,900	0.00%	1,361,000	1,361,000	0	0	0.00%
TOTAL OTHER FINANCE SOURCES	1,558,827	2,824,644	181.20%	3,718,410	1,358,590	2,359,820	2,005,856	85.00%

General Fund Other Financing Sources



TOTAL INFLOWS	54,097,188	18,573,370	181.20%	57,348,400	1,337,117	56,011,283	18,690,499	33.37 %
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Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
78.85% of year lapsed

	2010 Year End Actual	Actual as of 10/31/2010	% of 2010 YE Actual	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of 2011 Budget
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All departments are managing their budgets.
 The percentage of the annual budget expended is in line with the percentage of the year completed.
 Explanations are provided for departments reflecting a significant variance.

GENERAL SERVICES

BOARD OF COMMISSIONERS	276,934	241,981	87.38%	253,291	0	253,291	202,405	79.91%
COUNTY CLERK	85,280	63,791	74.80%	84,266	0	84,266	115,783	137.40% ¹
COUNTY MANAGER	310,674	244,585	78.73%	298,576	0	298,576	231,832	77.65%
ELECTIONS	715,580	510,635	71.36%	473,602	34,650	508,252	333,007	65.52%
COUNTY ATTORNEY	562,614	375,131	66.68%	425,000	0	425,000	302,619	71.20%
HUMAN RESOURCES	351,690	271,076	77.08%	284,860	0	284,860	203,962	71.60%
TAX COMMISSIONER	1,706,135	1,364,231	79.96%	1,715,307	39,023	1,676,284	1,193,624	71.21%
TAX ASSESSOR	1,709,059	1,337,487	78.26%	1,588,561	0	1,588,561	1,265,956	79.69%
GENERAL ADMINISTRATION	83,946	38,674	46.07%	92,100	14,190	106,290	68,477	64.42%
PRINTING AND COPY CENTER	124,051	87,100	70.21%	132,112	0	132,112	101,065	76.50%
CORONER	122,456	89,239	72.87%	104,253	0	104,253	80,311	77.04%
HEALTH AND HUMAN SERVICES	453,031	343,600	75.84%	380,210	6,000	374,210	304,034	81.25%
COUNTY EXTENSION SERVICES	75,741	54,556	72.03%	86,360	0	86,360	58,005	67.17%
GENERAL SERVICES	6,577,191	5,022,085	76.36%	5,918,498	3,817	5,922,315	4,461,080	75.33%

CULTURAL AFFAIRS

CHILDREN & YOUTH SERVICES	20,313	20,313	100.00%	37,573	6,000	43,573	33,369	76.58%
LIBRARY ADMINISTRATION	1,980,500	1,650,417	83.33%	1,822,060	0	1,822,060	1,518,383	83.33%
CHEROKEE ARTS CENTER	41,458	34,375	82.91%	40,000	0	40,000	33,333	83.33%
METRO ATL ARTS COALITION	25,000	25,000	100.00%	0	0	0	0	0.00%
HISTORICAL SOCIETY	20,729	17,188	82.91%	28,038	0	28,038	23,638	84.31%
VETERANS ADMINISTRATION	0	0	0.00%	4,613	0	4,613	4,002	86.76%
CULTURAL AFFAIRS	2,088,000	1,747,292	83.68%	1,932,284	6,000	1,938,284	1,612,726	83.20%

SUPPORT SERVICES

FINANCE	524,150	416,232	79.41%	561,411	0	561,411	458,079	81.59%
DEVELOPMENT SERVICES CTR	0	266	0.00%	0	0	0	0	0.00%
PURCHASING	159,350	112,416	70.55%	201,673	0	201,673	154,814	76.76%
INFORMATION TECHNOLOGY SYSTEMS	1,567,142	1,133,718	72.34%	1,534,332	0	1,534,332	1,085,555	70.75%
SUPPORT SERVICES	2,250,643	1,662,631	73.87%	2,297,416	0	2,297,416	1,698,448	73.93%

JUDICIAL SERVICES

COURT ADMINISTRATIVE SERVICES	577,403	465,523	80.62%	737,085	3,525	740,610	560,988	75.75%
SUPERIOR COURT	716,296	570,536	79.65%	716,067	0	716,067	551,434	77.01%
SUPERIOR COURT PRE-TRIAL SERV	122,606	92,992	75.85%	145,031	0	145,031	71,444	49.26%
INDIGENT DEFENSE	1,907,759	1,483,819	77.78%	1,818,776	0	1,818,776	1,277,722	70.25%



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
78.85% of year lapsed

	2010 Year End Actual	Actual as of 10/31/2010	% of 2010 YE Actual	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of 2011 Budget
CLERK OF SUPERIOR COURT	3,093,255	2,473,161	79.95%	3,102,544	0	3,102,544	2,340,178	75.43%
BOARD OF EQUALIZATION	0	0	0.00%	25,148	0	25,148	12,807	50.93%
DISTRICT ATTORNEY	1,649,125	1,329,974	80.65%	1,740,951	0	1,740,951	1,374,224	78.94%
STATE COURT	712,298	544,054	76.38%	700,720	10,541	711,261	539,666	75.87%
STATE COURT SOLICITOR	1,434,430	1,080,750	75.34%	1,358,591	0	1,358,591	1,052,795	77.49%
MAGISTRATE COURT	336,610	267,305	79.41%	328,203	0	328,203	250,127	76.21%
PROBATE COURT	617,860	482,922	78.16%	607,226	0	607,226	467,443	76.98%
JUVENILE COURT	922,416	668,310	72.45%	803,555	0	803,555	595,788	74.14%
PUBLIC DEFENDER	0	1,900	0.00%	0	0	0	0	0.00%
ADULT PROBATION AND PAROLE	12,500	12,500	100.00%	10,000	0	10,000	7,500	75.00%
JUDICIAL SERVICES	12,102,556	9,473,747	78.28%	12,093,897	14,066	12,107,963	9,102,116	75.17%
LAW ENFORCEMENT								
VICE CONTROL	783,876	614,901	78.44%	741,275	1,398	739,877	553,096	74.76%
LAW ENFORCEMENT ADMINISTRATION	2,655,615	2,003,982	75.46%	2,668,368	0	2,668,368	2,286,561	85.69%
CRIME AND INVESTIGATION	2,145,502	1,692,500	78.89%	2,109,702	480	2,109,222	1,629,688	77.26%
MAJOR CRIMES UNIT	540,250	419,745	77.69%	560,459	4,716	565,175	425,254	75.24%
UNIFORM PATROL	7,928,498	6,122,477	77.22%	7,578,853	12,254	7,566,599	5,804,943	76.72%
SHERIFF TRAINING DIVISION	616,630	527,895	85.61%	591,173	0	591,173	402,331	68.06%
SPECIAL DETAIL SERVICES	60,777	55,555	91.41%	150,150	723	149,427	113,088	75.68%
COURT SERVICES	2,865,161	2,260,474	78.90%	2,843,662	0	2,843,662	2,088,626	73.45%
SHERIFF INTERNAL AFFAIRS	149,760	121,620	81.21%	105,126	0	105,126	85,816	81.63%
SHERIFF CROSSING GUARDS	183,774	142,856	77.73%	173,702	0	173,702	163,693	94.24%
ADULT CORRECTIONAL INSTITUTE	10,858,533	8,695,314	80.08%	10,104,023	480	10,103,543	7,614,742	75.37%
EMERGENCY MANAGEMENT	242,058	186,497	77.05%	245,694	960	244,734	180,924	73.93%
LAW ENFORCEMENT	29,030,435	22,843,817	78.69%	27,872,186	11,579	27,860,607	21,348,763	76.63%
COUNTY MARSHAL								
ANIMAL CONTROL	316,430	245,812	77.68%	304,157	0	304,157	235,231	77.34%
COUNTY MARSHAL	316,430	245,812	77.68%	304,157	0	304,157	235,231	77.34%
COMMUNITY DEVELOPMENT								
GEOGRAPHICAL INFORMATION SYSTE	406,315	334,315	82.28%	324,485	0	324,485	237,363	73.15%
BUILDING INSPECTIONS	0	481		0	0	0	0	0.00%
COMMUNITY DEVELOPMENT	406,315	334,796	82.40%	324,485	0	324,485	237,363	73.15%
PUBLIC WORKS								
PROPERTY MANAGEMENT	1,495,640	1,220,213	81.58%	1,065,231	0	1,065,231	843,497	79.18%
STORMWATER MGT ENGINEERING	0	420	0.00%	0	0	0	0	0.00%
LANDFILL CLOSURE/POSTCLOSURE	199,091	134,973	67.79%	150,000	0	150,000	121,830	81.22%
PUBLIC WORKS	1,694,731	1,355,606	79.99%	1,215,231	0	1,215,231	965,327	79.44%



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
78.85% of year lapsed

	2010 Year End Actual	Actual as of 10/31/2010	% of 2010 YE Actual	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of 2011 Budget
COMMUNITY SERVICES								
COMMUNITY SERVICES AGENCY	108,871	84,684	77.78%	106,028	0	106,028	95,585	90.15% ¹
RECYCLABLES COLLECTION	167,198	129,587	77.50%	158,049	0	158,049	119,937	75.89%
COMMUNITY SERVICES	276,069	214,270	77.61%	264,077	0	264,077	215,522	81.61%
INTERFUND TRANSFERS								
TRANSFER TO SENIOR SERVICES	576,060	480,050	83.33%	588,855	0	588,855	490,713	83.33%
TRANSFER TO RECREATION FUND	1,046,750	872,292	83.33%	730,689	0	730,689	608,908	83.33%
TRANSFERS TO GRANT FUND	108,438	38,016	35.06%	52,324	0	52,324	5,519	10.55%
TRANSFERS TO ANIMAL SVC FUND	794,935	662,446	83.33%	749,359	0	749,359	624,466	83.33%
TRANSFERS TO DA CONDEMN	13,992	0	0.00%	0	0	0	0	0.00%
TRANSFER TO EMERGENCY MEDICAL	0	0	0.00%	538,004	0	538,004	448,337	83.33%
INTERFUND TRANSFERS	2,540,175	2,052,803	80.81%	2,659,231	0	2,659,231	2,177,942	81.90%
CAPITAL EXPENDITURES	213,970	86,188	40.28%	78,300	11,579	89,879	44,231	49.21%
ECONOMIC DEVELOPMENT	1,344,951	1,208,895	89.88%	2,374,647	1,361,000	1,013,647	(607,450)	-59.93% ²
FLEX BENEFITS	9,326	9,326	100.00%	13,990	0	13,990	4,239	30.30%
TOTAL EXPENDITURES	58,850,793	46,257,268	78.60%	57,348,400	1,337,117	56,011,283	41,495,538	74.08%

1 - Related to ISRP/severance payout.

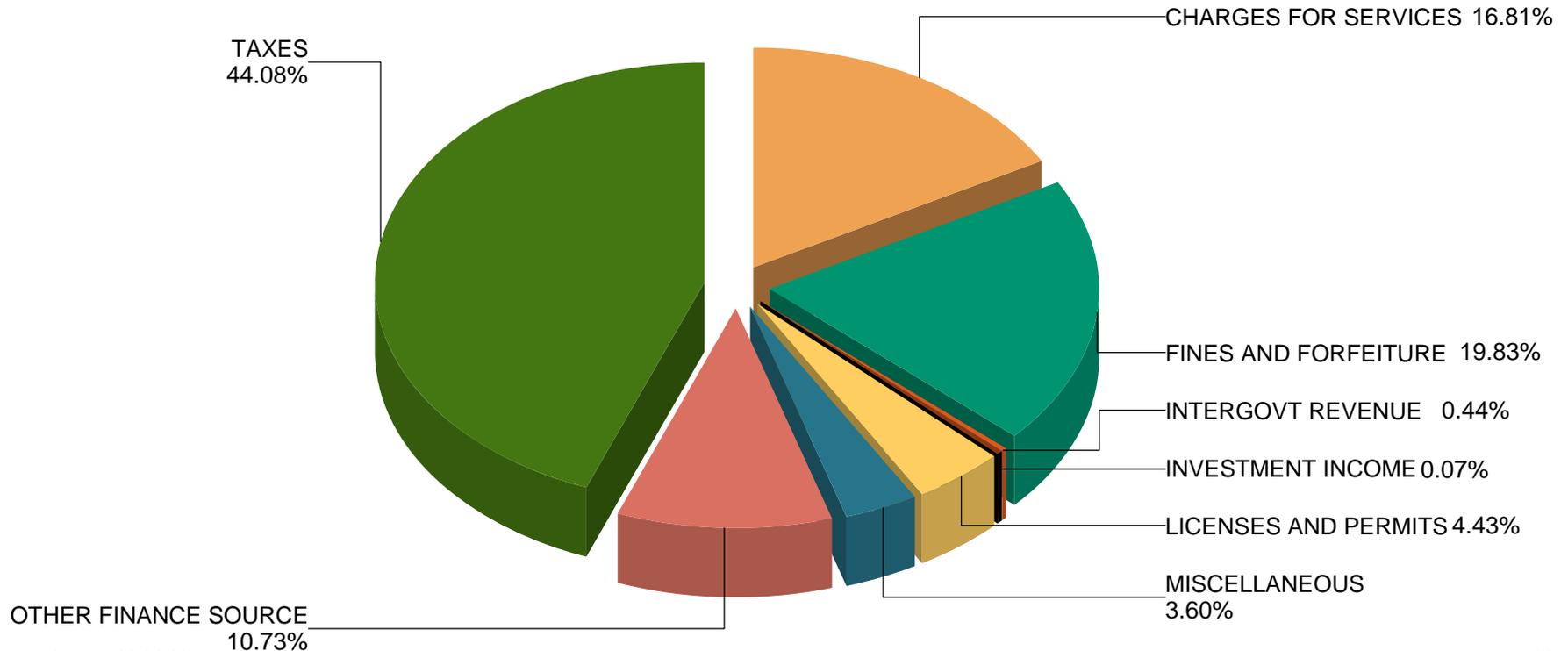
2 - Credit reflects TAN loan. GASB requires TANs to be shown net (combining revenue and repayment in same expense account). Once repayment made in December this credit will be offset.



**Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Account
78.85% of year lapsed**

		2010 Year End Actual	Actual as of 10/31/2010	% of 2010 Budget	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of 2011 Budget
REVENUES									
TAXES	31	38,848,108	8,001,681	20.60%	40,759,817	0	40,759,817	8,239,044	20.21%
LICENSES AND PERMITS	32	714,835	1,061,740	148.53%	995,000	0	995,000	828,797	83.30%
INTERGOVERNMENTAL RE	33	82,261	42,261	51.37%	42,000	0	42,000	82,611	196.69%
CHARGES FOR SERVICES	34	7,273,614	2,424,663	33.34%	6,712,000	0	6,712,000	3,141,110	46.80%
FINES AND FORFEITURE	35	4,655,603	3,469,480	74.52%	4,445,000	0	4,445,000	3,707,033	83.40%
INVESTMENT INCOME	36	46,354	47,020	101.44%	25,000	0	25,000	13,115	52.46%
MISCELLANEOUS	38	917,586	701,882	76.49%	1,478,583	24,957	1,453,626	672,933	46.29%
OTHER FINANCE SOURCE	39	1,558,827	2,824,644	181.20%	2,891,000	1,312,160	1,578,840	2,005,856	127.05%
TOTAL REVENUES INFLOWS		54,097,188	18,573,370	34.33%	57,348,400	1,337,117	56,011,283	18,690,499	33.37%

General Fund Inflows By Source





Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Account
78.85% of year lapsed

		2010 Year End Actual	Actual as of 10/31/2010	% of 2010 Budget	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of 2011 Budget
EXPENDITURES									
REGULAR EMPLOYEES	511100	27,712,563	21,651,838	78.13%	27,815,139	226,973	27,588,166	21,273,034	77.11%
SALARIES/ SALARY SUPPLEME	511101	230,260	182,728	79.36%	228,132	1,200	229,332	180,590	78.75%
SALARIES/ COURT SERVICE	511102	18,889	16,339	86.50%	30,000	0	30,000	20,602	68.67%
SALARIES/ HOLIDAY PAY	511103	0	0	0.00%	250,000	0	250,000	91,576	36.63%
UNIFORM ALLOWANCE	511110	55,312	46,687	84.41%	65,890	0	65,890	42,210	64.06%
GENERAL HELP	511111	10,053	6,554	65.19%	0	0	0	0	0.00%
TECHNICAL HELP	511112	10,637	6,413	60.28%	7,000	0	7,000	0	0.00%
POLL WORKER	511113	192,239	99,922	51.98%	5,000	17,325	22,325	591	2.65%
PART TIME/TEMP EMPLOYEES	511200	63,405	50,247	79.25%	5,000	83,083	88,083	235,555	267.43%
OVERTIME	511300	902,869	789,114	87.40%	1,176,989	0	1,176,989	699,995	59.47%
GROUP INSURANCE - HEALTH	512101	3,344,778	2,259,797	67.56%	2,997,422	0	2,997,422	2,309,739	77.06%
GROUP INSURANCE - LIFE	512102	82,487	65,941	79.94%	75,310	0	75,310	57,760	76.70%
GROUP INSURANCE - DENTAL	512103	115,192	85,584	74.30%	152,824	0	152,824	117,841	77.11%
GROUP INSURANCE-LONG TER	512104	121,462	95,389	78.53%	150,307	0	150,307	115,418	76.79%
GROUP INSURANCE-SHORT TE	512105	33,137	25,117	75.80%	22,530	0	22,530	17,300	76.79%
SOCIAL SECURITY (FICA) CONT	512200	1,698,315	1,341,624	79.00%	1,828,185	0	1,828,185	1,293,136	70.73%
MEDICARE	512300	399,177	313,518	78.54%	432,047	0	432,047	303,338	70.21%
RETIREMENT CONTRIBUTION/4	512402	22,241	17,690	79.54%	16,715	0	16,715	14,797	88.53%
DEFINED BENEFIT PLAN	512403	1,677,756	1,360,213	81.07%	1,722,410	0	1,722,410	75	0.00%
DEFINED BENEFIT REDUCTION	512404	0	0	0.00%	1,722,410	0	1,722,410	0	0.00%
UNEMPLOYMENT INSURANCE	512600	25,916	13,792	53.22%	32,555	0	32,555	14,436	44.34%
WORKER'S COMP ADMIN FEES	512700	782,951	672,329	85.87%	810,410	637,610	172,800	161,582	93.51%
WORKERS COMP CLAIMS	512701	0	0	0.00%	0	637,610	637,610	495,540	77.72%
ERIP	512800	187,346	0	0.00%	0	104,404	104,404	321,036	307.49%
OTHER EMPLOYEE BENEFITS	512900	4,070	2,097	51.52%	5,000	0	5,000	7,612	152.24%
OFFICAL/ADMINISTRATIVE	521100	2,364	2,351	99.42%	0	0	0	1,161	0.00%
OFFICIAL/ADMINISTRATIVE/JUF	521101	170,000	170,000	100.00%	165,000	0	165,000	145,000	87.88%
ADMINISTRATIVE/ WITNESS FEI	521102	10,334	9,442	91.37%	14,000	0	14,000	4,080	29.14%
PROFESSIONAL	521200	1,534,525	1,130,840	73.69%	1,247,088	25,000	1,272,088	875,654	68.84%
PROFESSIONAL SERVICES/REF	521201	358,119	304,731	85.09%	289,329	0	289,329	246,345	85.14%
PROFESSIONAL/COURT INTERI	521203	93,169	78,334	84.08%	92,500	0	92,500	58,914	63.69%
COURT APPOINTED ATTORNEY	521204	1,515,827	1,143,229	75.42%	1,415,000	1,000	1,414,000	910,915	64.42%



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Account
78.85% of year lapsed

		2010 Year End Actual	Actual as of 10/31/2010	% of 2010 Budget	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of 2011 Budget
PROF SVCS JUDICIAL ASSISTA	521206	900	0	0.00%	2,500	0	2,500	2,400	96.00%
INDIGENT BURIAL	521213	0	0	0.00%	4,000	0	4,000	0	0.00%
ATTORNEY FOR THE DAY	521215	161,931	116,165	71.74%	158,000	0	158,000	114,264	72.32%
PROF SVC/GUARDIAN AD LITEM	521216	132,099	81,640	61.80%	100,000	0	100,000	64,183	64.18%
PROFESSIONAL SERVICE-MEDI	521260	1,925,762	1,825,700	94.80%	1,910,944	0	1,910,944	1,738,489	90.98%
TECHNICAL	521300	266,934	244,768	91.70%	297,165	0	297,165	205,054	69.00%
DISPOSAL	522110	56,472	46,680	82.66%	51,170	0	51,170	34,143	66.73%
CONSTRUCTION DISPOSAL	522117	0	0	0.00%	4,000	0	4,000	0	0.00%
CUSTODIAL	522130	492,701	451,156	91.57%	264,540	0	264,540	242,340	91.61%
LAWN CARE	522140	87,986	64,853	73.71%	80,000	0	80,000	72,312	90.39%
REPAIRS AND MAINTENANCE	522200	480,056	361,075	75.22%	523,857	3,189	520,668	329,711	63.32%
VEHICLE MAINTENANCE	522202	494,257	409,410	82.83%	492,503	2,000	490,503	382,524	77.99%
VEHICLE REPAIRS- INSURANCE	522203	0	0	0.00%	0	0	0	6,967	0.00%
RENTAL OF LAND AND BUILDING	522310	55,496	53,996	97.30%	4,800	0	4,800	0	0.00%
RENTAL OF EQUIPMENT AND VEHICLES	522320	186,220	140,723	75.57%	204,030	1,900	202,130	143,140	70.82%
INSURANCE, OTHER BENEFITS	523100	401,113	298,371	74.39%	390,514	0	390,514	262,292	67.17%
INSURANCE - SURETY BONDS	523102	0	0	0.00%	0	977	977	1,067	109.20%
INSURANCE DEDUCTIBLES	523110	0	0	0.00%	0	0	0	6,228	0.00%
COMMUNICATIONS	523200	590,694	417,742	70.72%	660,496	144,000	516,496	328,096	63.52%
CELL PHONE	523201	0	0	0.00%	0	142,900	142,900	169,264	118.45%
POSTAGE	523250	339,998	289,810	85.24%	333,550	0	333,550	270,102	80.98%
ADVERTISING	523300	24,417	19,425	79.55%	27,800	0	27,800	24,922	89.65%
PRINTING AND BINDING	523400	38,836	32,457	83.58%	60,660	0	60,660	26,775	44.14%
TRAVEL	523500	112,307	96,522	85.95%	222,072	1,000	223,072	83,481	37.42%
DUES AND FEES	523600	66,184	49,336	74.54%	83,845	14,190	98,035	68,960	70.34%
EDUCATION AND TRAINING	523700	158,496	147,285	92.93%	215,213	0	215,213	113,905	52.93%
LICENSES	523800	0	0	0.00%	19	0	19	0	0.00%
CONTRACT LABOR	523850	0	0	0.00%	0	0	0	2,576	0.00%
OTHER PURCHASED SERVICES	523900	54,323	40,884	75.26%	66,700	0	66,700	33,552	50.30%
AUTOMOTIVE SERVICES O/S FL	523910	79,936	66,477	83.16%	85,000	0	85,000	56,768	66.79%
GENERAL SUPPLIES AND MATERIALS	531100	673,290	570,024	84.66%	777,495	18,325	795,820	502,043	63.08%
GEN SUPPLIES/ WEAPONS & AMMUNITION	531101	103,920	105,087	101.12%	202,529	2,000	204,529	133,572	65.31%
GENERAL SUPPLIES- CUSTODIAL	531105	9,741	9,741	100.00%	68,025	20,000	48,025	33,697	70.16%



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Account
78.85% of year lapsed

		2010 Year End Actual	Actual as of 10/31/2010	% of 2010 Budget	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of 2011 Budget
GEN SUPPLIES/STONE	531145	11,373	11,373	100.00%	0	0	0	0	0.00%
AUTOMOTIVE SUPPLIES	531150	0	0	0.00%	18,900	10,856	8,044	0	0.00%
WATER/SEWERAGE	531210	195,635	161,087	82.34%	69,580	0	69,580	31,353	45.06%
NATURAL GAS	531220	76,630	61,078	79.71%	27,070	0	27,070	14,835	54.80%
ELECTRICITY	531230	945,847	801,584	84.75%	485,195	0	485,195	427,743	88.16%
GASOLINE	531270	820,883	617,024	75.17%	741,625	2,000	743,625	757,332	101.84%
FOOD	531300	621,035	420,891	67.77%	591,175	0	591,175	419,757	71.00%
BOOKS AND PERIODICALS	531400	44,372	31,390	70.74%	46,699	0	46,699	15,138	32.42%
SMALL EQUIPMENT	531600	44,117	30,993	70.25%	112,439	0	112,439	44,821	39.86%
OTHER MISCELLANEOUS EQUIP	531650	745	696	93.43%	3,500	0	3,500	499	14.26%
NON ASSET COMPUTER EQUIP	531660	738,760	514,280	69.61%	687,233	10,541	697,774	457,814	65.61%
OTHER SUPPLIES	531700	247,132	214,953	86.98%	405,652	723	404,929	246,081	60.77%
VEHICLES	542200	79,556	79,556	100.00%	0	10,856	10,856	0	0.00%
COMPUTERS	542400	134,414	6,632	4.93%	78,300	0	78,300	29,759	38.01%
OTHER EQUIPMENT	542500	0	0	0.00%	0	723	723	14,472	2,001.72%
INTERGOVERNMENTAL	571000	75,741	54,556	72.03%	86,360	0	86,360	58,005	67.17%
PAYMENTS TO OTHER AGENCII	572000	2,910,547	2,539,600	87.26%	2,830,560	0	2,830,560	2,342,826	82.77%
PAYMENTS TO OTHERS	573000	4,416	4,371	98.97%	10,000	0	10,000	13,180	131.80%
BOND PRINCIPAL	581100	846,013	725,000	85.70%	169,677	0	169,677	127,227	74.98%
BOND INTEREST	582100	78,642	48,213	61.31%	278,757	0	278,757	209,097	75.01%
OTHER DEBT PAYMENTS	582300	65,296	0	0.00%	1,425,648	1,361,000	64,648	1,361,000	-2,105.25%
TRANSFER TO SENIOR SERVIC	611221	576,060	480,050	83.33%	588,855	0	588,855	490,713	83.33%
TRANSFER TO RECREATION FL	611225	1,046,750	872,292	83.33%	730,689	0	730,689	608,908	83.33%
TRANSFERS TO GRANT FUND	611250	108,438	38,016	35.06%	52,324	0	52,324	5,519	10.55%
TRANSFERS TO ANIMAL SVC FI	611252	794,935	662,446	83.33%	749,359	0	749,359	624,466	83.33%
TRANSFERS TO DA CONDEMN	611254	13,992	0	0.00%	0	0	0	0	0.00%
TRANSFER TO EMERGENCY ME	611580	0	0	0.00%	538,004	0	538,004	448,337	83.33%
TOTAL EXPENDITURES		58,850,793	46,257,268	78.60%	57,348,400	1,337,117	56,011,283	41,495,538	74.08%

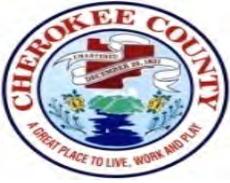
The County is aware of expenses that are overbudget (workers comp, electricity, gasoline,) and is working to trim costs in other areas in order to offset these expenses and deliver the 2011 Budget. In addition, these increases were considered when setting the millage rate and during 2012 budgeting.



Cherokee County Board of Commissioners

Cash Reports

October 2011

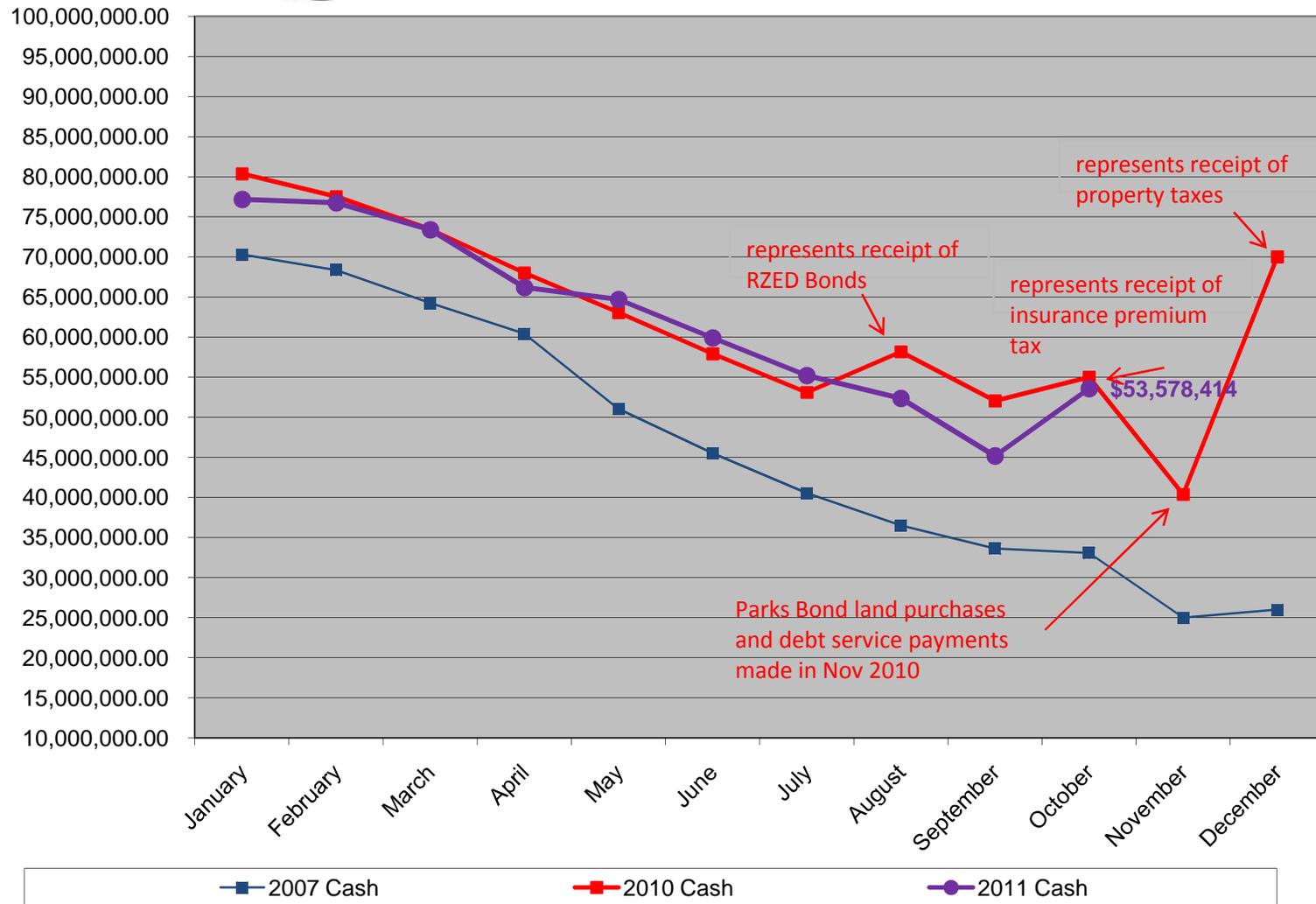


Cherokee County Board of Commissioners Cash Balance Statement

	<u>10/31/2010</u>	<u>10/31/2011</u>	<u>Increase/ Decrease</u>
General Fund	\$2,479,436	\$3,801,111	\$1,321,675
Flex Benefits	16,857	(12,245)	(29,102)
Law Library	(94)	(94)	0
E911	1,456,632	856,586	(600,046)
Senior Services	87,900	129,404	41,504
Parks and Recreation	(189,412)	210,096	399,508
Insurance Premium Fund	851,095	1,362,503	511,408
Transportation Fund	(202,509)	(331,946)	(129,437)
Grant Fund	(296,279)	(164,958)	131,321
Community Development	(59,816)	(47,764)	12,052
Animal Services	63,891	32,420	(31,471)
DA's Confiscation Fund	70,640	80,589	9,948
DATE Fund	464,592	529,810	65,218
Victim/ Witness Fund	7,103	16,125	9,022
DUI Fund	95,143	89,282	(5,861)
Fire District Fund	2,773,096	1,796,519	(976,577)
Jail Fund	2,080,978	1,697,933	(383,045)
Hotel/ Motel Fund	(2,917)	(2,500)	417
Debt Service Fund	8,480,681	9,677,099	1,196,418
Conference Center Fund	103,548	173,167	69,619
Emergency Medical	112,762	123,456	10,694
Insurance/ Benefits	(1,307,272)	1,691,121	2,998,393
Fleet Management	(547,953)	(134,802)	413,151
General & Special Revenue	\$16,538,104	\$21,572,913	\$5,034,809
Impact Fee Fund	3,595,530	2,730,742	(864,788)
Recreation Bond Construction Fund	35,500,872	23,732,253	(11,768,619)
SPLOST IV Fund	1,296,767	78,248	(1,218,519)
SPLOST V Fund	(1,887,485)	5,464,258	7,351,742
Capital Funds	\$38,505,685	\$32,005,501	(\$6,500,184)
Total Ending Cash	<u>\$55,043,789</u>	<u>\$53,578,414</u>	<u>(\$1,465,374)</u>



All Funds Cash



A quick glance at this chart would lead the reader to believe Cherokee County is cash-rich. However, this is a chart reflecting ALL cash. Please keep in mind, that most of our cash is restricted to specific purchases (e.g., SPLOST and Bond Proceeds for Parks). The chart depicting General Fund Cash is more revealing to understand our tight cash position.

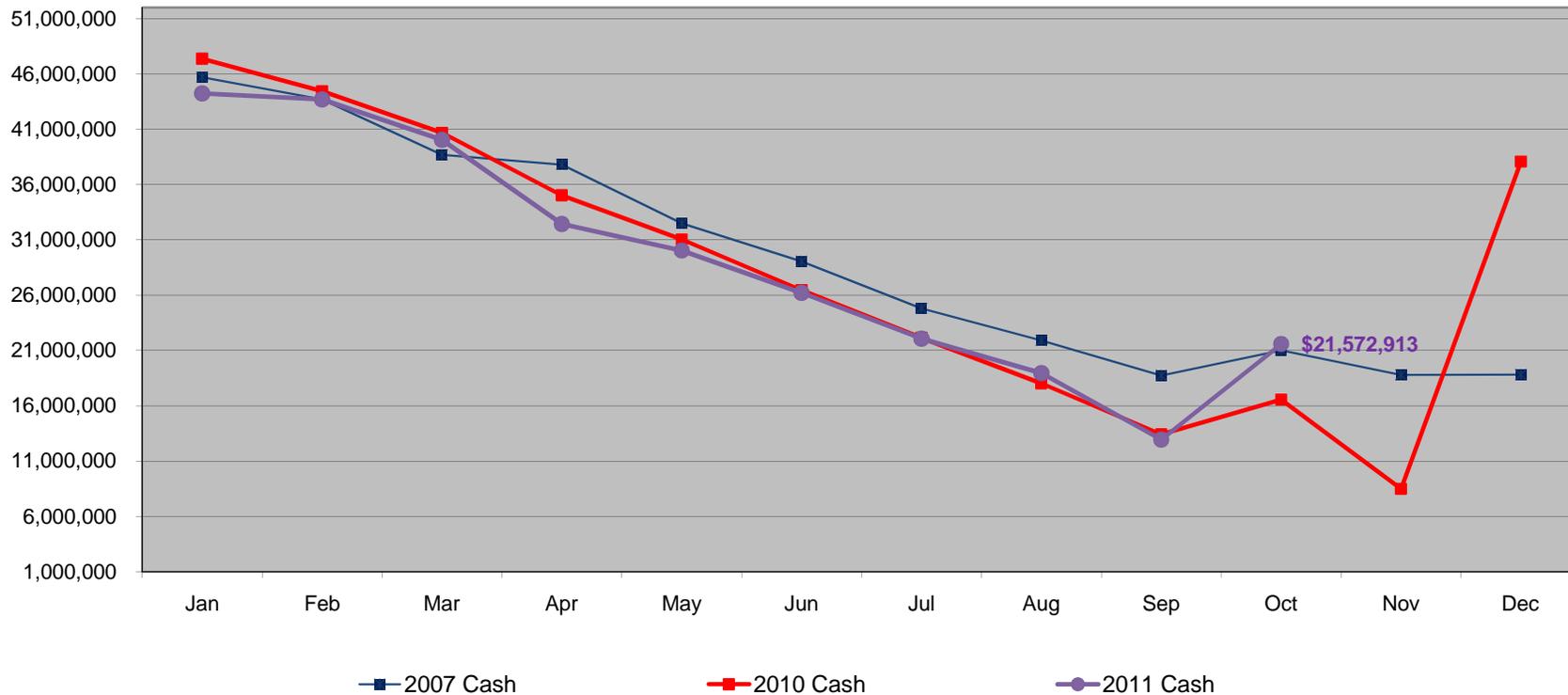


Cherokee County Board of Commissioners

Cash Balance Statement w/o Capital Funds

	Beginning Balance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2007 Actual	10,475,236	45,704,389	43,694,849	38,670,410	37,791,373	32,494,323	29,037,539	24,795,360	21,880,008	18,712,489	21,001,039	18,775,886	18,796,184
2008 Actual	18,796,184	50,997,167	50,093,223	43,755,996	40,179,125	37,260,156	33,495,106	30,005,163	24,043,509	19,131,245	16,352,868	12,925,778	11,364,506
2009 Actual	11,364,506	47,395,721	42,988,069	38,217,481	34,727,580	31,810,547	30,436,876	24,350,743	20,976,731	14,536,342	13,538,981	12,370,221	27,466,410
2010 Actual	27,466,410	47,362,394	44,435,928	40,668,051	35,017,138	31,029,940	26,436,180	22,124,767	18,005,480	13,391,930	16,538,104	8,470,933	38,061,437
2011 Actual	38,061,437	44,221,950	43,685,765	40,039,022	32,425,417	30,024,995	26,191,634	22,046,176	18,931,348	12,917,651	21,572,913		

Cash w/o Capital Funds

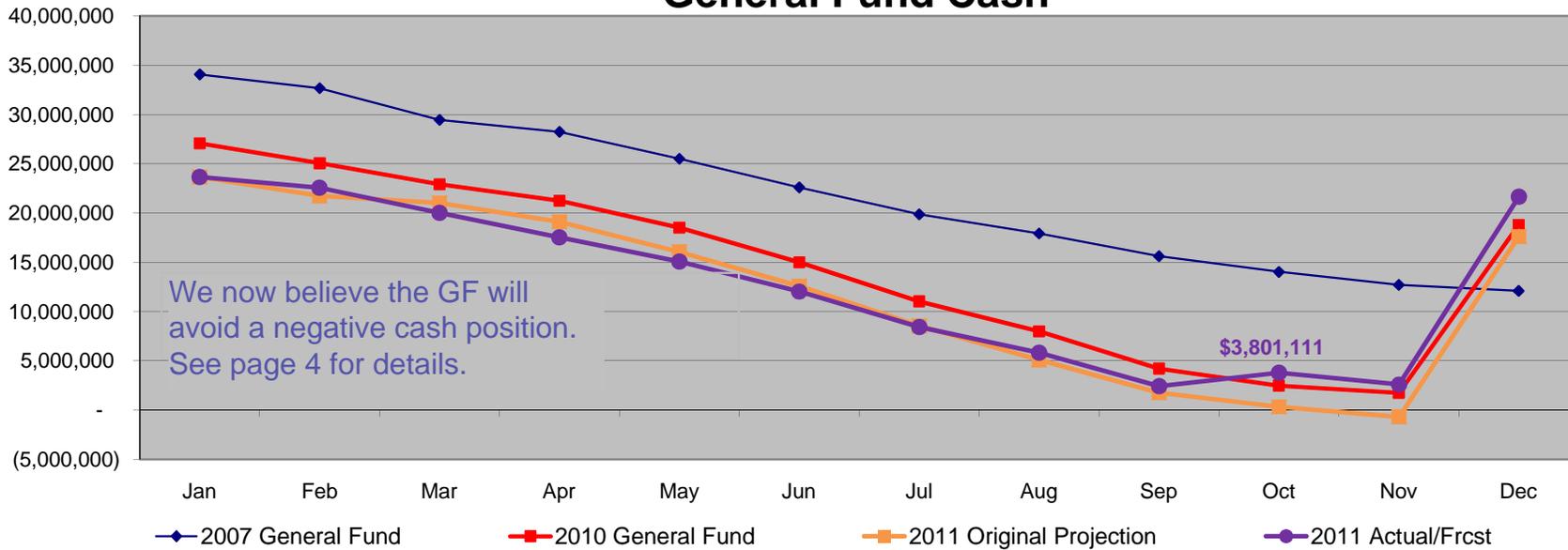




Cherokee County Board of Commissioners General Fund Cash Balance Statement

	Beginning Balance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2007 Actual	12,214,917	34,069,211	32,661,887	29,451,527	28,239,536	25,501,823	22,609,411	19,859,767	17,917,538	15,612,739	14,027,407	12,698,459	12,094,654
2008 Actual	12,094,654	35,841,557	32,240,977	29,968,545	27,123,310	24,611,376	21,215,839	18,280,708	12,952,282	9,534,041	7,032,168	5,010,199	2,615,131
2009 Actual	2,615,131	27,497,838	25,577,230	22,234,014	20,149,766	17,890,619	16,471,428	11,164,007	9,150,823	5,111,872	4,049,093	2,561,858	13,681,049
2010 Actual	13,681,049	27,065,167	25,054,571	22,924,994	21,242,154	18,520,371	15,013,260	11,048,575	7,998,708	4,229,464	2,479,436	1,763,652	18,796,641
2011 Actual/Frcst	18,796,641	23,651,600	22,548,166	20,009,128	17,523,090	15,077,686	12,025,582	8,443,493	5,829,271	2,429,751	3,801,111	2,607,929	21,651,729
2011 Orig Cash Projection	18,796,641	23,651,600	21,731,918	21,011,235	19,112,653	16,055,971	12,591,288	8,550,706	5,087,523	1,774,341	333,259	(689,924)	17,611,246
Actual to Projected	-	0	816,249	(1,002,108)	(1,589,563)	(978,284)	(565,706)	(107,213)	741,748	655,410	3,467,852	3,297,852	4,040,483

General Fund Cash

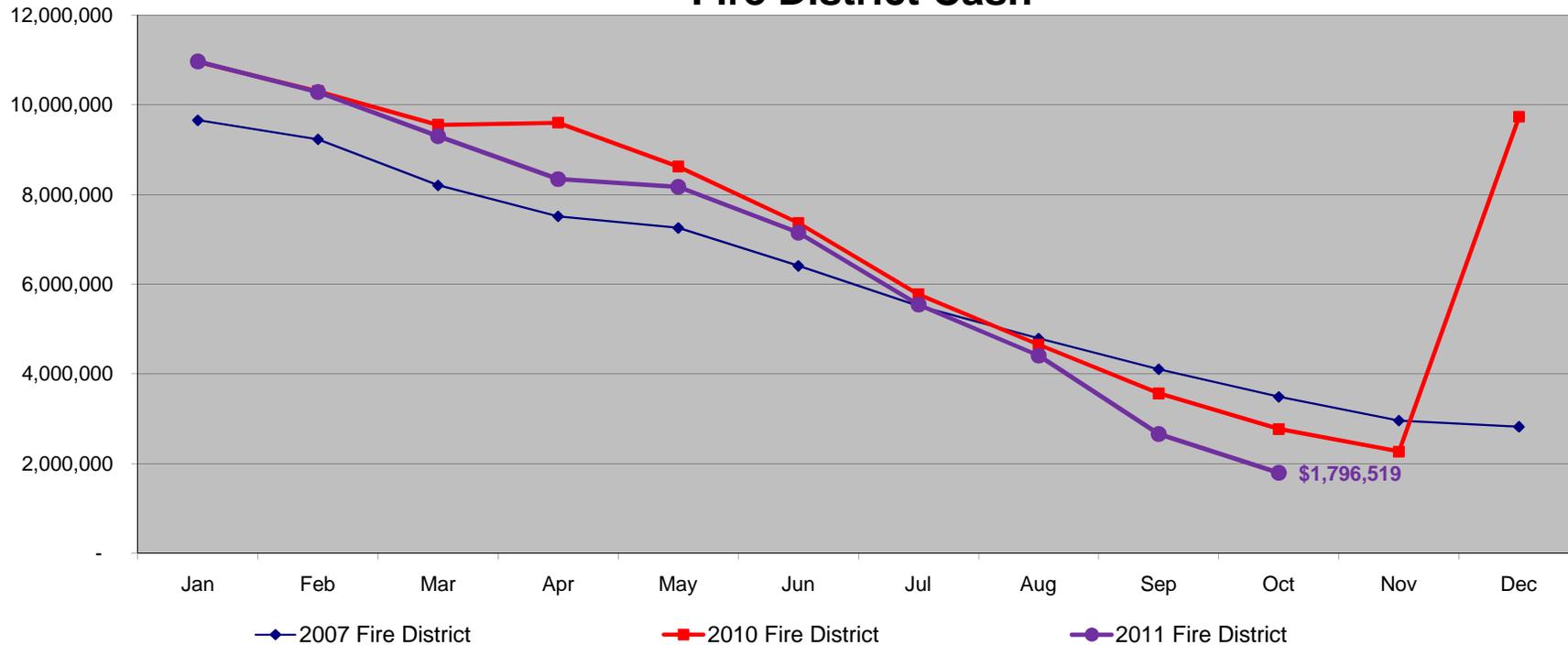




Cherokee County Board of Commissioners Fire District Cash Balance Statement

	Beginning Balance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2007 Actual	(3,360)	9,663,348	9,236,784	8,209,685	7,518,649	7,261,730	6,415,748	5,517,887	4,793,558	4,106,657	3,492,732	2,961,521	2,824,410
2008 Actual	2,824,410	12,844,602	11,611,728	10,830,514	9,937,852	9,521,713	8,485,163	7,494,399	5,828,108	4,648,167	3,491,722	3,042,280	2,230,412
2009 Actual	2,230,412	10,764,702	10,026,448	9,062,068	8,105,273	6,924,382	7,443,755	5,730,249	4,669,408	3,443,761	2,623,118	1,906,747	6,088,005
2010 Actual	6,088,005	10,967,238	10,310,810	9,561,373	9,607,463	8,631,549	7,371,571	5,780,009	4,659,907	3,570,948	2,773,096	2,273,602	9,739,403
2011 Actual	9,739,403	10,974,405	10,290,675	9,308,729	8,348,609	8,176,686	7,151,457	5,548,979	4,410,051	2,662,988	1,796,519		

Fire District Cash





Cherokee County Board of Commissioners
All Funds - Cash Basis Revenues
As of 10/31/11

ALL FUND REVENUES BY SOURCE	Actual as of 10/31/09	2010 Year End Actual	Actual as of 10/31/2010	2011 Revised Budget	Actual as of 10/31/2011	Percentage of Budget
Taxes	\$83,984,585	\$109,520,666	\$65,709,990	\$97,747,592	\$54,971,098	56%
Licenses & Permits	1,005,138	1,270,085	1,124,471	1,450,000	847,314	58%
Intergovernmental (Primarily Grants)	2,557,377	3,949,528	3,289,127	6,571,954	5,402,129	82%
Charges for Services	23,679,450	29,763,778	21,495,015	31,421,704	23,577,126	75%
Fines & Forfeitures	4,769,599	5,558,310	4,482,591	5,644,792	4,924,429	87%
Interest	367,960	258,998	212,915	78,500	42,665	54%
Contributions	49,697	91,439	66,960	133,000	59,427	45%
Miscellaneous	1,389,379	1,796,903	1,614,317	21,917,684	3,178,550	15%
Other Financing Sources	58,063,617	25,361,941	23,217,954	12,323,311	11,646,625	95%
TOTAL REVENUES ALL FUNDS	\$175,866,800	\$177,571,649	\$121,213,340	\$177,288,537	\$104,649,363	59%
ALL FUND REVENUES BY FUND						
General Fund and Components (100-130)	\$52,007,592	\$65,587,831	\$36,386,065	\$56,011,283	\$27,777,061	50%
Law Library (205)	0	0	0	152,000	0	0%
E-911 (215)	3,746,337	3,842,709	3,411,710	4,270,843	3,095,171	72%
Senior Services (221)	984,559	1,181,818	999,448	1,240,032	998,706	81%
Parks and Recreation (225)	2,444,357	2,975,397	2,614,162	2,632,007	2,601,287	99%
Insurance Premium Fund (230)	5,897,184	6,140,705	6,085,615	5,929,931	6,898,232	116%
Transportation Fund (240)	1,114,971	1,138,440	998,777	1,641,749	665,387	41%
Multiple Grant (250)	607,591	1,322,469	983,418	1,893,768	2,005,964	106%
Community Development Block Grant (251)	104,877	547,483	468,452	1,791,913	1,019,642	57%
Animal Services (252)	856,357	931,007	773,048	952,016	742,833	78%
DA's Confiscation Fund (254)	48,090	37,918	17,877	40,000	11,495	29%
DATE (255)	132,111	153,644	125,126	152,500	137,705	90%
Victim Witness (256)	167,186	183,429	155,695	192,618	163,395	85%
DUI Court (257)	244,346	314,604	267,151	386,665	298,180	77%
Fire (270)	17,312,324	21,881,603	10,697,438	18,313,349	7,004,038	38%
Jail (271)	411,643	428,798	365,102	876,574	353,642	40%
Sheriff's Commissary Fund (272)	0	0	0	300,000	0	0%
Confiscated Assets Fund (273)	0	0	0	100,000	0	0%
Hotel/ Motel (275)	65,673	88,394	75,695	80,000	94,449	118%
Impact Fees (295)	333,216	134,078	113,171	400,000	129,425	32%
Recreation Bond Construction Fund (310)	46,602,908	10,836,927	10,794,159	17,247,232	13,489	0%
SPLOST IV (321)	7,507	5,378	5,302	1,302,897	463	0%
SPLOST V (322)	24,413,630	28,983,839	24,387,804	29,105,321	27,124,766	93%
Resource Recovery Development (375)				1,219,323	154,989	13%
Debt Service (410)	7,248,056	14,753,465	9,754,407	12,490,285	8,640,071	69%
Conference Center (555)	176,958	283,494	226,350	322,701	275,034	85%
EMS (580)	3,389,929	3,927,032	3,265,473	6,752,920	3,457,708	51%
Insurance/Benefits (605)	6,517,389	10,140,975	7,165,543	10,069,083	9,829,756	98%
Fleet (610)	1,032,008	1,750,213	1,076,353	1,421,527	1,156,474	81%
TOTAL REVENUES ALL FUNDS	\$175,866,801	\$177,571,649	\$121,213,340	\$177,288,537	\$104,649,363	59%



CASH RECEIPTS AND DISBURSEMENTS
FUNDS 100, 110, 120, & 140 GENERAL, CAPITAL, ECONOMIC DEVELOPMENT, ADMINISTRATION
CHEROKEE COUNTY 2011
CASHFLOW FORECAST
ACTUALS THROUGH 10/31/2011

DESCRIPTION	ACTUAL JAN	ACTUAL FEB	ACTUAL MAR	ACTUAL APR	ACTUAL MAY	ACTUAL JUN	ACTUAL JUL	ACTUAL AUG	ACTUAL SEPT	ACTUAL OCT	FORECAST NOV	FORECAST DEC	CALENDAR TOTAL FOR YEAR FORECAST
BEGINNING CASH BALANCE	18,796,640.67	23,651,599.99	22,548,166.35	20,009,127.62	17,523,089.52	15,077,686.15	12,025,582.36	8,443,492.66	5,829,271.02	2,429,751.05	3,801,110.86	2,607,928.50	18,796,640.67
CASH RECEIPTS													
TAXES	5,766,192.94	1,786,190.33	1,125,848.87	936,773.56	972,884.67	672,490.51	940,130.41	560,083.75	544,661.57	2,332,672.65	2,500,000.00	23,000,000.00	41,137,929.26
LICENSES AND PERMITS	113,245.56	233,716.35	65,562.50	14,929.50	17,614.75	11,604.87	5,450.50	8,118.75	6,493.50	3,729.00	100,000.00	100,000.00	680,465.28
INTERGOVERNMENTAL	-	40,000.00	40,000.00	-	-	42,611.00	-	-	-	-	-	-	122,611.00
CHARGES FOR SERVICES	1,258,025.29	303,332.32	196,467.57	177,175.06	694,500.61	158,457.97	151,073.86	816,938.99	99,567.37	854,456.19	500,000.00	3,000,000.00	8,209,995.23
FINES AND FORFEITURE	341,150.70	372,778.27	349,405.13	407,218.91	464,603.23	399,733.66	454,367.35	405,183.98	461,113.80	398,553.73	350,000.00	350,000.00	4,754,108.76
INVESTMENT INCOME	(989.29)	4,095.81	3,662.55	3,680.41	31,169.19	669.50	(25,827.49)	(2,541.58)	(1,104.29)	(810.81)	500.00	500.00	13,004.00
CONTRIBUTIONS	-	-	-	-	-	-	-	-	-	-	-	-	-
MISCELLANEOUS	223,519.29	78,389.53	64,553.25	62,018.42	64,474.10	18,521.24	83,657.85	16,456.28	23,618.24	107,321.97	15,725.00	15,725.00	773,980.17
OTHER FINANCING SOURCES	-	-	-	-	51,057.00	-	(1,650.00)	-	-	1,956,449.00	-	-	2,005,856.00
TOTAL CASH RECEIPTS	7,701,144.49	2,818,502.61	1,845,499.87	1,601,795.86	2,296,303.55	1,302,438.75	1,608,852.48	1,804,240.17	1,134,350.19	5,652,371.73	3,466,225.00	26,466,225.00	57,697,949.70
CASH DISBURSEMENTS													
PERSONNEL SERVICES	(2,671,293.14)	(2,721,335.04)	(2,646,123.83)	(2,553,193.11)	(2,649,668.59)	(2,612,523.71)	(3,971,071.19)	(2,658,859.31)	(3,175,016.60)	(2,793,214.73)	(2,800,000.00)	(4,200,000.00)	(35,452,299.25)
OPERATIONS	(992,415.08)	(759,278.72)	(1,248,225.92)	(1,053,717.98)	(1,379,855.64)	(1,164,668.92)	(904,800.36)	(1,270,556.14)	(906,205.34)	(981,145.36)	(1,350,000.00)	(1,250,000.00)	(13,260,869.46)
CAPITAL OUTLAYS	(6,873.98)	-	-	-	-	-	(14,758.69)	(14,472.00)	(15,000.00)	-	(6,525.00)	(6,525.00)	(64,154.67)
INTERFUND/DEPT CHGS	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER COSTS	(240,079.95)	(231,946.83)	(226,652.68)	(252,943.85)	(454,894.48)	(278,621.38)	(35,332.50)	(238,193.29)	(241,275.08)	(237,304.21)	(243,910.00)	(243,910.00)	(2,925,064.25)
DEBT SERVICE	1,323,630.64	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(1,500,386.72)	(513,080.32)
OTHER FINANCING USES	(217,242.25)	(217,242.25)	(217,242.25)	(217,242.25)	(217,242.25)	(222,761.25)	(217,242.25)	(217,242.25)	(217,242.25)	(217,242.25)	(221,603.00)	(221,603.00)	(2,621,147.50)
TOTAL CASH DISBURSEMENTS	(2,804,273.76)	(3,929,802.84)	(4,375,614.04)	(4,114,466.55)	(4,739,030.32)	(4,315,944.62)	(5,180,574.35)	(4,436,692.35)	(4,592,108.63)	(4,266,275.91)	(4,659,407.36)	(7,422,424.72)	(54,836,615.45)
OTHER													
RECEIVABLES	-	-	-	-	-	-	-	-	-	-	-	-	-
RETURNED CHECKS	605.00	(870.00)	64.00	208.40	(543.09)	(78.00)	1,232.37	14.00	14.00	(510.00)	-	-	136.68
DT/DF OTHER AGENCIES	(548.95)	(261.25)	531.51	(472.88)	903.72	(684.79)	(526.03)	473.15	(518.32)	(485.77)	-	-	(1,589.61)
DEFERRED REVENUE	-	-	-	-	-	-	-	-	-	-	-	-	-
DEPOSITS PAYABLE	3,645.00	4,140.00	(770.00)	27,384.18	(4,360.18)	5,485.00	3,615.00	4,750.00	9,260.00	(3,260.00)	-	-	49,889.00
CASH OTHER THAN POOLED CASH	-	-	-	-	-	-	-	-	-	-	-	-	-
DT/DF OTHER FUNDS	-	-	-	-	-	-	-	-	-	-	-	-	-
INVENTORIES-MATERIALS SUPPLIES	(45,612.46)	4,932.84	(10,000.00)	(487.11)	753.94	(43,320.13)	8,362.23	897.84	38,686.43	(33.05)	-	-	(45,819.47)
PAYABLES	-	-	-	-	-	-	(23,101.40)	12,095.55	11,071.36	(2,017.82)	-	-	(1,952.31)
EMPLOYEE CONTRIBUTIONS	-	-	-	-	-	-	-	-	-	-	-	-	-
UNCLAIMED PROPERTY	-	(75.00)	1,249.93	-	569.01	-	-	50.00	-	(275.00)	(8,429.37)	-	(6,910.43)
FUND BALANCE	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL OTHER	(41,911.41)	7,866.59	(8,924.56)	26,632.59	(2,676.60)	(38,597.92)	(10,367.83)	18,230.54	58,238.47	(14,736.01)	-	-	(6,246.14)
ENDING CASH BALANCE	23,651,599.99	22,548,166.35	20,009,127.62	17,523,089.52	15,077,686.15	12,025,582.36	8,443,492.66	5,829,271.02	2,429,751.05	3,801,110.86	2,607,928.50	21,651,728.78	21,651,728.78

CASH RECEIPTS AND DISBURSEMENTS
FUNDS 100, 110, 120, & 140 GENERAL, CAPITAL, ECONOMIC DEVELOPMENT, ADMINISTRATION
CHEROKEE COUNTY 2011
ORIGINAL CASHFLOW PROJECTION
ACTUALS THROUGH 1/31/2011

DESCRIPTION	ACTUAL JAN	ORIG PROJECTION FEB	ORIG PROJECTION MAR	ORIG PROJECTION APR	ORIG PROJECTION MAY	ORIG PROJECTION JUN	ORIG PROJECTION JUL	ORIG PROJECTION AUG	ORIG PROJECTION SEPT	ORIG PROJECTION OCT	ORIG PROJECTION NOV	ORIG PROJECTION DEC	FOR YEAR FORECAST
BEGINNING CASH BALANCE	18,796,640.67	23,651,599.99	21,731,917.63	21,011,235.27	19,112,652.91	16,055,970.55	12,591,288.19	8,550,705.83	5,087,523.47	1,774,341.11	333,258.75	(689,923.61)	18,796,640.67
CASH RECEIPTS													
TAXES	5,766,192.94	1,800,000.00	1,600,000.00	1,300,000.00	800,000.00	600,000.00	600,000.00	600,000.00	600,000.00	1,800,000.00	2,500,000.00	22,000,000.00	39,966,192.94
LICENSES AND PERMITS	113,245.56	100,000.00	100,000.00	50,000.00	15,000.00	15,000.00	10,000.00	10,000.00	10,000.00	10,000.00	100,000.00	150,000.00	683,245.56
INTERGOVERNMENTAL	-	-	-	-	-	43,000.00	-	-	-	-	-	-	43,000.00
CHARGES FOR SERVICES	1,258,025.29	200,000.00	200,000.00	700,000.00	150,000.00	100,000.00	700,000.00	100,000.00	100,000.00	700,000.00	500,000.00	3,000,000.00	7,708,025.29
FINES AND FORFEITURE	341,150.70	370,000.00	370,000.00	370,000.00	370,000.00	370,000.00	370,000.00	370,000.00	370,000.00	370,000.00	370,000.00	370,000.00	4,411,150.70
INVESTMENT INCOME	(989.29)	4,000.00	3,000.00	3,000.00	2,000.00	1,000.00	1,000.00	500.00	500.00	500.00	500.00	500.00	15,510.71
CONTRIBUTIONS	-	-	-	-	-	-	-	-	-	-	-	-	-
MISCELLANEOUS	223,519.29	15,725.00	15,725.00	87,825.00	15,725.00	15,725.00	87,825.00	15,725.00	15,725.00	87,825.00	15,725.00	15,725.00	612,794.29
OTHER FINANCING SOURCES	1,361,000.00	-	1,500,000.00	-	-	-	-	-	-	-	-	-	2,861,000.00
TOTAL CASH RECEIPTS	9,062,144.49	2,489,725.00	3,788,725.00	2,510,825.00	1,352,725.00	1,144,725.00	1,768,825.00	1,096,225.00	1,096,225.00	2,968,325.00	3,486,225.00	25,536,225.00	56,300,919.49
CASH DISBURSEMENTS													
PERSONNEL SERVICES	(2,671,293.14)	(2,800,000.00)	(2,800,000.00)	(2,800,000.00)	(2,800,000.00)	(2,800,000.00)	(4,200,000.00)	(2,800,000.00)	(2,800,000.00)	(2,800,000.00)	(2,800,000.00)	(4,200,000.00)	(36,271,293.14)
OPERATIONS	(992,415.08)	(1,100,000.00)	(1,200,000.00)	(1,100,000.00)	(1,100,000.00)	(1,300,000.00)	(1,100,000.00)	(1,250,000.00)	(1,100,000.00)	(1,100,000.00)	(1,200,000.00)	(1,100,000.00)	(13,642,415.08)
CAPITAL OUTLAYS	(6,873.98)	(6,525.00)	(6,525.00)	(6,525.00)	(6,525.00)	(6,525.00)	(6,525.00)	(6,525.00)	(6,525.00)	(6,525.00)	(6,525.00)	(6,525.00)	(78,648.98)
INTERFUND/DEPT CHGS	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER COSTS	(240,079.95)	(243,910.00)	(243,910.00)	(243,910.00)	(243,910.00)	(243,910.00)	(243,910.00)	(243,910.00)	(243,910.00)	(243,910.00)	(243,910.00)	(243,910.00)	(2,923,089.95)
DEBT SERVICE	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(37,369.36)	(1,463,017.36)	(1,874,080.32)
OTHER FINANCING USES	(217,242.25)	(221,603.00)	(221,603.00)	(221,603.00)	(221,603.00)	(221,603.00)	(221,603.00)	(221,603.00)	(221,603.00)	(221,603.00)	(221,603.00)	(221,603.00)	(2,654,875.25)
TOTAL CASH DISBURSEMENTS	(4,165,273.76)	(4,409,407.36)	(4,509,407.36)	(4,409,407.36)	(4,409,407.36)	(4,609,407.36)	(5,809,407.36)	(4,559,407.36)	(4,409,407.36)	(4,409,407.36)	(4,509,407.36)	(7,235,055.36)	(57,444,402.72)
TOTAL OTHER	(41,911.41)	-	(41,911.41)										
ENDING CASH BALANCE	23,651,599.99	21,731,917.63	21,011,235.27	19,112,652.91	16,055,970.55	12,591,288.19	8,550,705.83	5,087,523.47	1,774,341.11	333,258.75	(689,923.61)	17,611,246.03	17,611,246.03
VARIANCE FROM ORIG PROJECTION	0.00	816,248.72	(1,002,107.65)	(1,589,563.39)	(978,284.40)	(565,705.83)	(107,213.17)	741,747.55	655,409.94	3,467,852.11	3,297,852.11	4,040,482.75	



Cherokee County Board of Commissioners

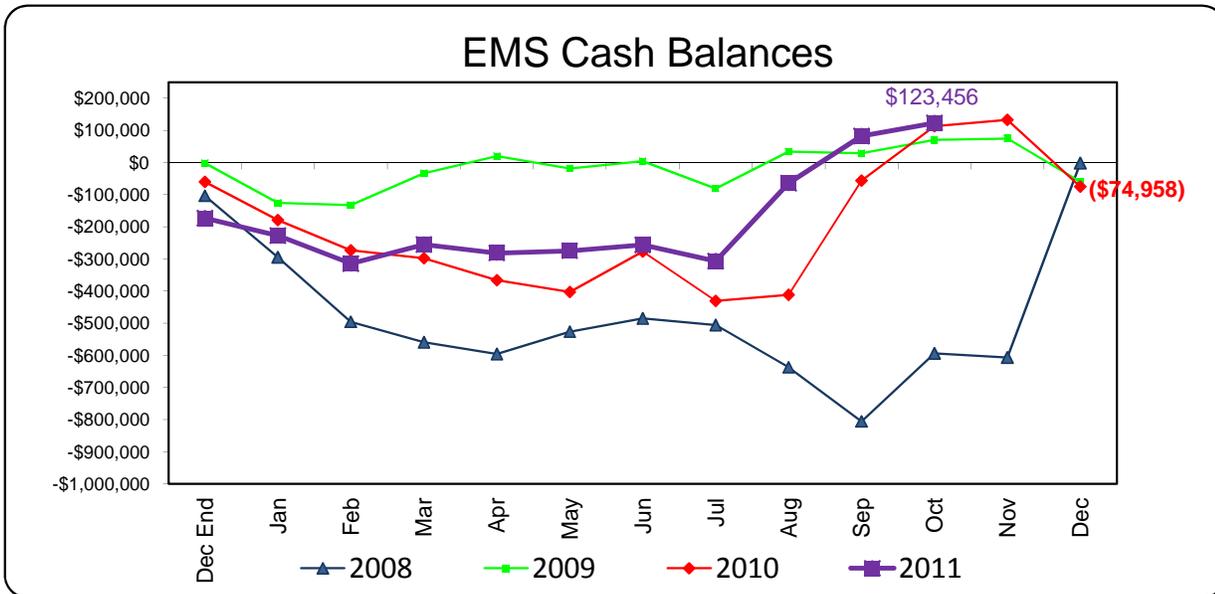
EMS

October 2011



Cherokee County Board of Commissioners
Cash Basis Emergency Medical Services Statements
 (Format Edited to reflect corrected Revenue and Bad Debt Accounting)

	2010 Actual*	Actual As of 10/31/2010	2011 Revised Budget	Actual as of 10/31/2011	% of Budget
Total Cash Receipts YTD	3,577,032	2,973,807	3,343,002	2,717,704	81.30%
Salaries & Benefits	3,005,548	2,332,886	3,036,262	2,332,892	76.83%
Operating Expenses	1,016,801	759,358	1,194,744	827,504	69.26%
Total EMS Expenses	4,022,349	3,092,244	4,231,006	3,160,396	74.70%
Net Cash from Operations	(445,317)	(118,437)	(888,004)	(442,692)	
Other Sources and (Uses)					
Transfer In From General Fund			538,004	448,337	83.33%
Transfer In From Ins.Prem.Fund	350,000	291,667	350,000	291,667	83.33%
Capital Expense	(18,671)				0.00%
Unclaimed Property	1,059			(564)	0.00%
Total Other Sources and Uses	332,388	291,667	888,004	739,439	83.27%
Total Net Cash Expended	(112,929)	173,230	-	296,747	
Beginning Cash Balance	(60,363)	(60,363)	-	(173,292)	
Ending Cash Balance	(173,292)	112,867	-	123,456	



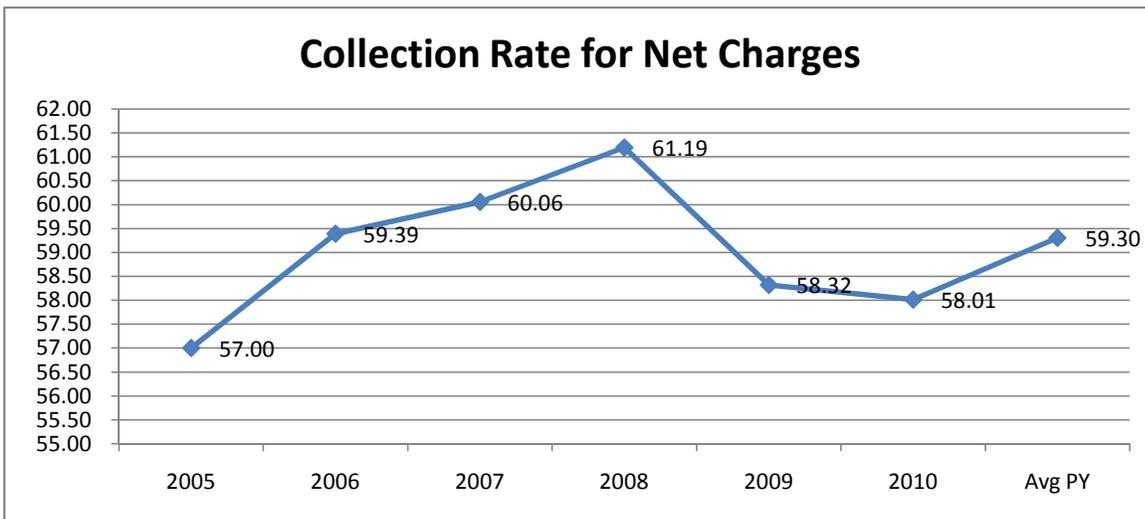
*December 2010 Period End Cash Balance includes two misappropriated deposits totaling \$172,170. We were not notified by the bank until 2011. Therefore, 2010 Cash is overstated, and while 2011 YTD Cash Balance is now properly stated - receipts are understated for the amount of this correction.

When the 2011 Budget was developed, we planned to collect an average of \$275k/month. Currently we are at only \$272k/month. Excluding the corrections of the two misappropriated deposits, the average would be \$289/month. However, earlier months were much lower; historically receipts increase in the second half of the year. Fire/EMS believes we will achieve FY Budget.



Cherokee County Board of Commissioners Emergency Medical Services Fund Billing and Collections

<u>Time Period</u>	<u>#</u>	<u>Gross Charge</u>	<u>Net Charge</u>	<u>Receipts</u>	<u>Outstanding</u>	<u>Gross Collections</u>	<u>Net Collections</u>
2006	7,284	5,482,437	4,490,374	2,666,972	1,823,402	48.65 %	59.39 %
2007	7,401	5,629,023	4,623,962	2,777,040	1,846,922	49.33 %	60.06 %
2008	7,373	5,567,872	4,566,426	2,794,251	1,772,175	50.19 %	61.19 %
2009	7,721	6,423,174	5,220,152	3,044,346	2,175,806	47.40 %	58.32 %
2010	8,452	7,324,938	5,693,068	3,302,696	2,390,372	45.09 %	58.01 %
PRIOR YRS	38,231	30,427,444	24,593,982	14,585,305	10,008,677	47.93 %	59.30 %
01/11	838	629,428	526,260	274,905	222,261	43.68 %	52.24 %
02/11	656	492,773	408,016	224,800	147,037	45.62 %	55.10 %
03/11	732	548,508	450,320	229,428	215,278	41.83 %	50.95 %
04/11	764	600,514	506,579	235,877	270,702	39.28 %	46.56 %
05/11	752	571,396	483,216	217,197	266,019	38.01 %	44.95 %
06/11	710	549,141	465,860	215,115	250,746	39.17 %	46.18 %
07/11	783	675,242	559,740	230,147	329,593	34.08 %	41.12 %
08/11	816	700,367	634,328	147,585	486,743	21.07 %	23.27 %
09/11	664	570,670	562,202	15,076	547,125	2.64 %	2.68 %
2011 YTD	6,715	5,338,039	4,596,520	1,790,129	2,735,506	33.54 %	38.95 %
TOTAL	44,946	35,765,483	29,190,501	16,375,434	12,744,182	45.79 %	56.10 %



In Emergency Services, a 60% collection rate is considered very high.

Historically, it takes several months to achieve 60% billing.

The graph above reflects prior year collections, and the report above is monitored to ensure each month we are making progress toward the 60% mark.



Cherokee County Board of Commissioners
EMS - Cash Receipts By Month
10/31/2011

	<u>Average Monthly Cash Collections</u>		
	Jan - June	July - December	Full Year
2009 Actual	\$269,243	\$273,254	\$271,248
2010 Actual	\$220,375	\$375,888	\$298,131
2011 Budget	\$275,000	\$275,000	\$275,000
2011 Actual/Frcst	\$223,848	\$329,018	\$276,433

Purpose of Chart: Ensure cash collections will cover EMS cash expenses.

Status: Although 2011 YTD average cash collections are slightly less than budget, in prior years we have collected more in last half of year. So this trend was expected by EMS.

Special Note 1: Excluding the impact of the bank correction in early 2011, avg collections Jan - June 2011 would have been \$288,937 (greater than budget).

Bottom Line: If cash collections continue to be strong the last half of 2011, EMS will collect cash sufficient to cover costs (with budgeted transfers from General Fund).

DETAIL:

CHEROKEE COUNTY EMS CASH RECEIPTS 2011			
MONTH/YEAR	Total Less Refunds	Half Year Averages	YTD Average
JANUARY 2011	159,705.11		
FEBRUARY 2011	148,146.74		
MARCH 2011	289,021.77		
APRIL 2011	251,253.47		
MAY 2011	226,428.20		
JUNE 2011	268,535.16	223,848.41	
JULY 2011	269,188.30		
AUGUST 2011	437,809.33		
SEPTEMBER 2011	363,975.77		
OCTOBER 2011	303,137.56		271,720.14
NOVEMBER 2011	300,000.00		
DECEMBER 2011	300,000.00	329,018.49	276,433.45



Cherokee County Board of Commissioners

Insurance & Benefits Fund

October 2011



INSURANCE & BENEFITS FUND YTD ACTUAL VS BUDGET OCTOBER 2011

	2011 FULL YEAR	10YTD BUDGET	10YTD ACTUAL	VARIANCE B/(W)
Self Insured				
Revenues				
Health Insurance	8,664,784	6,831,849	6,566,937	(264,912)
Dental Insurance	611,705	482,306	530,118	47,812
ERIP	-	-	1,219,445	1,219,445
Stoploss	-	-	599,450	599,450
COBRA/Retiree Payments	117,082	97,568	137,071	39,503
Total Revenue	9,393,570	7,411,722	9,053,021	1,641,299
Expenditures				
Health Insurance	7,744,635	6,453,863	5,908,098	545,765
Dental Insurance	588,001	490,001	435,072	54,929
Broker Fees	103,800	86,500	79,600	6,900
Employee Support	47,667	37,736	38,206	(470)
Capitation	-	-	346	(346.00)
Administrative Services	946,644	788,870	732,414	56,456
Other Purchased Services	-	-	162,981	(162,981)
Total Expenditures	9,430,747	7,856,969	7,356,717	500,252
Net Income/ Loss on Self Insured	(37,177)	(445,247)	1,696,304	2,141,551
Other Insurance				
Revenue				
Long Term Disability/Long Term	307,593	242,525	221,440	(21,085)
Short Term Disability	202,112	159,358	145,685	(13,673)
Life Insurance	254,904	200,982	198,329	(2,653)
401A Forfeitures	24,000	18,923	26,438	7,515
Total Revenue	788,609	621,788	591,892	(29,896)
Expenditures				
Long Term Disability/Long Term	175,824	146,520	219,706	(73,186)
Short Term Disability	188,478	157,065	154,112	2,953
Life Insurance	274,034	228,362	202,002	26,360
Total Expenditures	638,336	531,947	575,820	(43,873)
Net Income/Loss on Fully Insured	150,273	89,841	16,072	(73,769)
Total Revenue	10,182,179	8,033,510	9,644,913	1,611,403
Total Expense	10,069,083	8,388,916	7,932,537	456,379
Net Income/Loss for the Fund	113,096	(355,406)	1,712,376	2,067,782
RESULTS FOR CURRENT YEAR OPERATIONS				
Total Revenue (excluding ERIP & Capitation fee refund)	10,182,179	8,033,510	8,168,967	135,457
Total Expense	10,069,083	8,388,916	7,932,537	456,379
Net Income/Loss for the Fund	113,096	(355,406)	236,430	591,836

Our Insurance Broker has stated Insurance Funds should have a 16-17% reserve.
Our reserve ~ 6%.



FUND 605 - INSURANCE & BENEFITS FUND 2011 FORECAST

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	FORECAST	FORECAST	2011		
	January	February	March	April	May	June	July	August	September	October	November	December	FORECAST	2011 BUDGET	VARIANCE	
Self Insured																
Revenues																
Health Insurance	466,354	612,726	616,974	611,429	705,828	609,382	915,477	617,600	818,749	592,418	592,418	1,036,732	8,196,087	8,664,784	(468,697)	
Dental Insurance	38,592	51,042	51,074	50,804	50,652	50,735	76,217	51,335	60,306	49,361	49,361	86,382	665,861	611,705	54,156	
ERIP			253,777		11,691		-		46,714	907,263		-	1,219,445		1,219,445	
Stoploss	16,230	29,768	838	14,132	21,015		306,332	75,645	52,941	82,549			599,450		599,450	
COBRA/Retiree Payments	14,309	10,734	15,524	12,656	10,351	12,550	19,905	11,877	16,564	12,601	12,601	12,601	162,273	117,082	45,191	
Total Revenue	535,485	704,270	938,187	689,021	799,537	672,667	1,317,931	756,457	995,274	1,644,192	654,380	1,135,714	10,843,115	9,393,570	1,449,545	
Expenditures																
Health Insurance	542,212	578,966	551,848	837,124	622,556	478,298	625,654	512,239	674,568	484,633	549,591	824,386	7,282,074	7,744,635	(462,561)	
Dental Insurance	28,696	42,669	43,042	57,474	38,682	38,071	54,308	40,916	48,575	42,639	40,472	60,708	536,252	588,001	(51,749)	
Broker Fees	-	8,650	8,650	8,650	8,500	18,250	8,650	-	18,250	-	-	18,250	97,850	103,800	(5,950)	
Employee Support	-	-	11,422	3,640	3,640	3,640	5,460	3,417	3,570	3,417	3,640	5,460	47,306	47,667	(361)	
Capitation	9,166	9,078	9,082	9,046	269	272	(36,913)	-	-	346	-	-	346	-	346	
Administrative Services	83,419	74,024	73,797	73,052	72,960	73,188	64,623	73,282	73,279	70,790	73,279	73,279	878,972	946,644	(67,672)	
Other Purchased Services	-	-	-	-	-	-	198	-	495	162,288	-	-	162,981	0	162,981	
Total Expenditures	663,493	713,387	697,841	988,986	746,607	611,719	721,980	629,854	818,737	764,113	666,981	982,082	9,005,781	9,430,747	(424,966)	
Net Income/ Loss on Self Insured	(128,008)	(9,117)	240,346	(299,965)	52,930	60,948	595,951	126,603	176,537	880,079	(12,601)	153,632	1,837,334	(37,177)	1,874,512	
Other Insurance																
Revenue																
Long Term Disability	14,546	19,152	19,025	18,883	18,915	24,924	29,808	20,134	36,824	19,229	19,229	33,651	274,320	307,593	(33,273)	
Short Term Disability	10,703	14,191	14,102	13,984	13,959	13,910	20,828	14,098	16,374	13,536	13,536	23,688	182,909	202,112	(19,203)	
Life Insurance	14,315	18,825	18,463	18,428	18,499	18,458	27,649	18,444	27,938	17,310	17,310	30,293	245,932	254,904	(8,973)	
401A Forfeitures	2,607	3,864	2,643	2,562	2,568	2,273	3,299	2,208	2,164	2,250	2,250	3,938	32,626	24,000	8,626	
Total Revenue	42,171	56,032	54,233	53,857	53,941	59,565	81,584	54,884	83,300	52,325	52,325	91,569	735,786	788,609	(52,823)	
Long Term Disability	24,101	29,584	14,803	14,415	(9,319)	58,417	23,525	21,588	21,611	20,981	20,438	30,657	270,800	175,824	94,976	
Short Term Disability	15,643	31,351	15,650	15,273	3	15,264	15,231	15,187	15,233	15,277	14,336	21,504	189,952	188,478	1,474	
Life Insurance	22,984	42,686	20,296	16,491	9	20,381	20,922	20,226	20,322	17,685	18,791	28,186	248,979	274,034	(25,055)	
Total Expenditures	62,728	103,621	50,749	46,179	(9,307)	94,062	59,678	57,001	57,166	53,943	53,565	80,347	709,732	638,336	71,396	
Net Income/Loss on Fully Insured	(20,557)	(47,589)	3,484	7,678	63,248	(34,497)	21,906	(2,117)	26,134	(1,618)	(1,240)	11,222	26,054	150,273	(124,219)	
Total Revenue	577,656	760,302	992,420	742,878	853,478	732,232	1,399,515	811,341	1,078,574	1,696,517	706,705	1,227,283	11,578,901	10,182,179	1,396,722	
Total Expense	726,221	817,008	748,590	1,035,165	737,300	705,781	781,658	686,855	875,903	818,056	720,546	1,062,429	9,715,512	10,069,083	(353,571)	
Net Income/Loss for the Fund	(148,565)	(56,706)	243,830	(292,287)	116,178	26,451	617,857	124,486	202,671	878,461	(13,841)	164,854	1,863,389	113,096	1,750,293	
Total Revenue (W/O ERIP/Cap refund)	577,656	760,302	738,643	742,878	841,787	732,232	1,143,014	811,341	1,031,860	789,254	706,705	1,227,283	10,102,955	10,182,179	(79,224)	
Total Expense	726,221	817,008	748,590	1,035,165	737,300	705,781	781,658	686,855	875,903	818,056	720,546	1,062,429	9,715,512	10,069,083	(353,571)	
Net Income/Loss for the Fund	(148,565)	(56,706)	(9,947)	(292,287)	104,487	26,451	361,356	124,486	155,957	(28,802)	(13,841)	164,854	387,443	113,096	274,347	

NOTE: Excluding one-time revenue impacts for capitation fee refund and lump sum contributions to Fund for retirees, the Fund Balance is \$274,347 better than we had budgeted due to lower total claims.

However - before we get optimistic we must recognize 2 important facts: 1) 6 out of 12 months had negative results, so we cannot easily rely on a positive trend, and 2) the claim cost per enrollee increased in 2011 v 2010.

Meaning, the lower costs could just be driven by fewer enrollees, not healthier enrollees. Not sure the County should necessarily consider fewer enrollees positive if it means we have employees not covered by insurance. And over the long-term healthier employees contribute more to the workforce, so it is very important our claim cost/enrollee decreases, not just the total.

Per enrollee 2010:	\$7,324	Per enrollee 2011:	\$7,538
2011 Claims if same # of 2010 Enrollees		7,847,453	
2011 Fund Balance if same # of 2010 Enrollees		(177,936)	



Cherokee County Board of Commissioners

SPLOST V

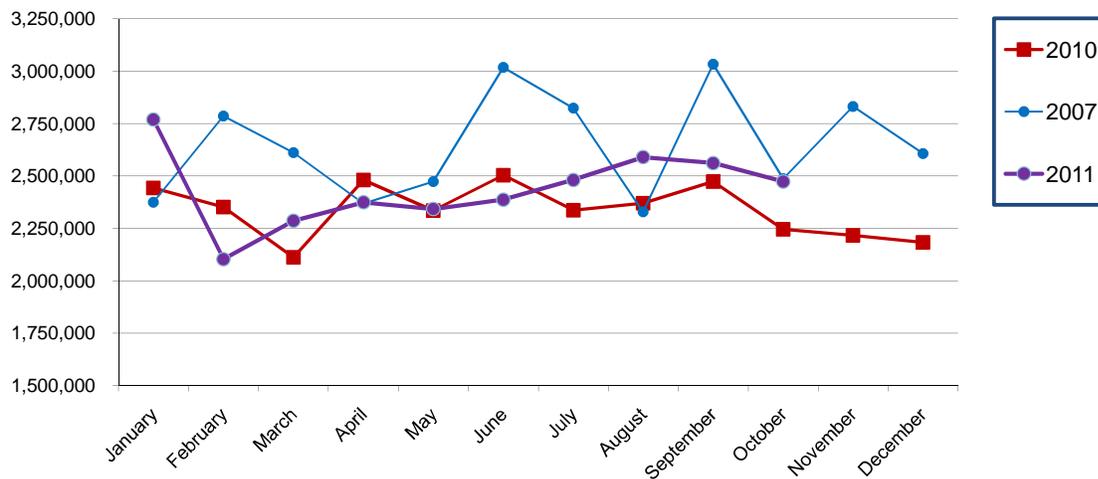
October 2011



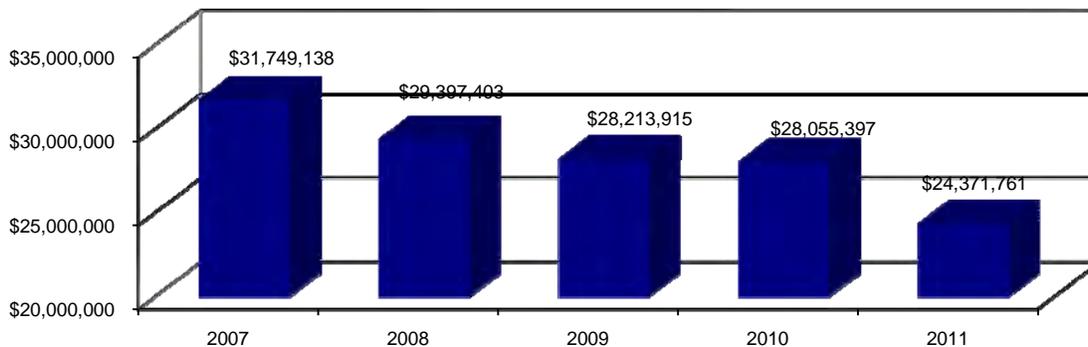
Cherokee County Board of Commissioners Special Purpose Local Option Sales Tax Collections (Cash Basis)

Month	2007	2008	2009	2010	2011	2011 V 2010	2011 V 2010
						Monthly	Yearly
						Change	Change
January	\$2,375,013	\$2,275,202	\$2,184,756	\$2,442,747	\$2,769,174	13.36%	13.36%
February	\$2,786,934	\$2,832,505	\$2,782,661	\$2,351,940	\$2,103,267	-10.57%	1.62%
March	\$2,612,502	\$1,949,819	\$2,200,228	\$2,112,848	\$2,286,110	8.20%	3.63%
April	\$2,368,587	\$2,403,724	\$1,709,507	\$2,481,824	\$2,374,900	-4.31%	1.53%
May	\$2,473,392	\$2,686,930	\$3,150,381	\$2,335,399	\$2,342,580	0.31%	1.29%
June	\$3,018,483	\$2,376,300	\$2,216,932	\$2,504,336	\$2,387,757	-4.66%	0.24%
July	\$2,824,551	\$2,561,908	\$2,176,242	\$2,336,804	\$2,481,425	6.19%	1.08%
August	\$2,329,878	\$2,714,047	\$2,355,822	\$2,369,606	\$2,590,251	9.31%	2.11%
September	\$3,033,117	\$2,462,477	\$2,550,048	\$2,473,569	\$2,562,326	3.59%	2.28%
October	\$2,487,172	\$2,368,418	\$2,097,620	\$2,245,568	\$2,473,971	10.17%	3.03%
November	\$2,832,020	\$2,676,146	\$2,281,594	\$2,216,790			
December	\$2,607,489	\$2,089,927	\$2,508,126	\$2,183,967			
Totals	\$31,749,138	\$29,397,403	\$28,213,915	\$28,055,397	\$24,371,761		

Actual Sales Tax Collections



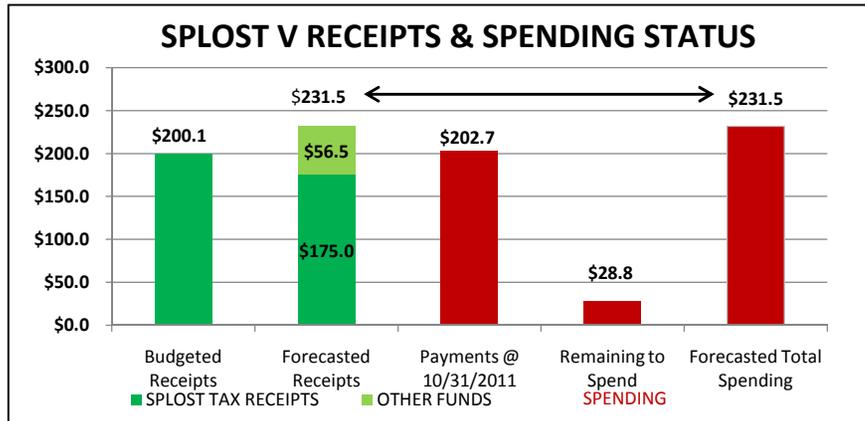
SPLOST COLLECTIONS



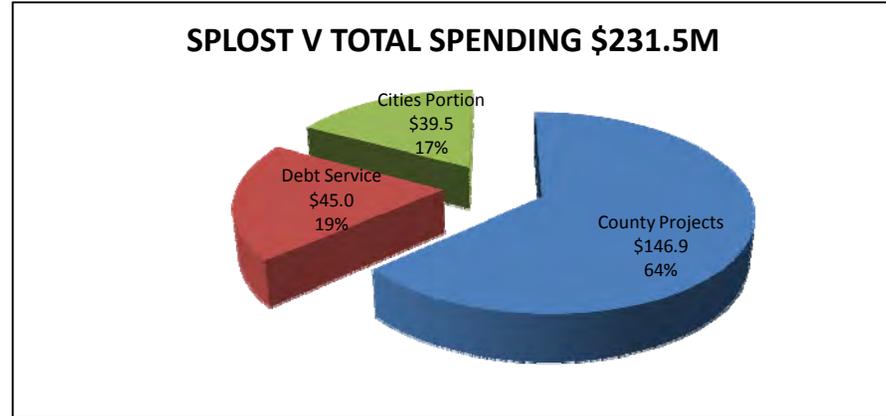


SPLOST V OCT 2011 SPENDING AND REMAINING FORECAST

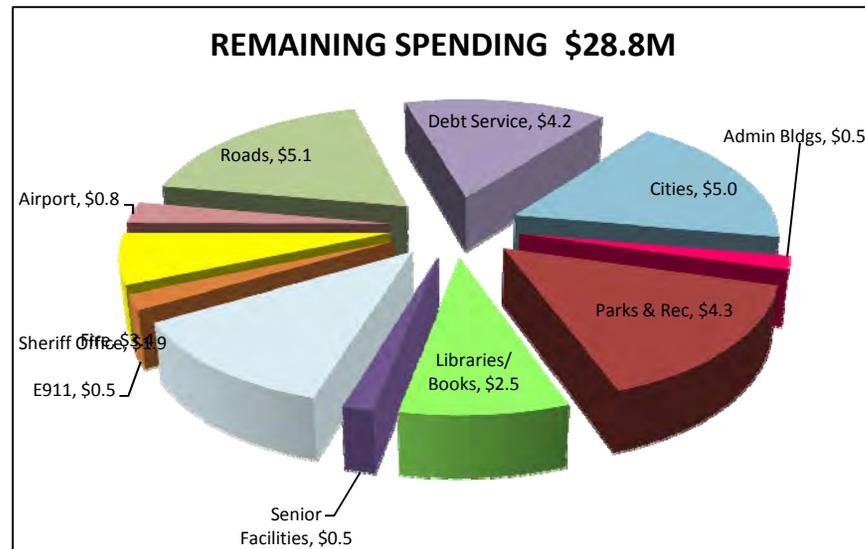
We expect to receive less funding from SPLOST taxes, but we intend to spend every bit...



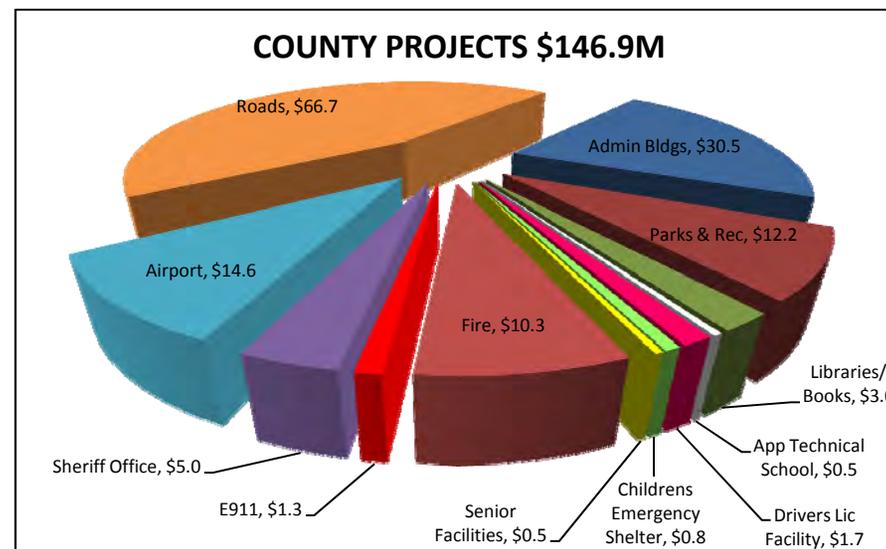
The total expected funding is planned to be spent in the following major buckets...



The remaining funding is allocated to be spent in the following categories....



By the time SPLOST V is completed the County's project spending is forecast to be spent on....



Bottom Line: We are planning to collect \$25M less in SPLOST taxes as compared to the Original Budget which represents a 12.5% decrease. However by shifting funds to cover priorities, the County will still meet its obligation to complete the categories approved by taxpayers.



SPLOST V

REMAINING SPENDING BY CATEGORY/PROJECT

Administrative Buildings	
Juvenile Court (2011)	503,245
Other Admin Projects (2011)	-
	503,245

Parks & Recreation	
Union Hill (2011)	16,956
City Club/Wellness Center (2012)	700,000
Wellness Center - Seniors (2012)	300,000
Splashpad (2011)	27,202
Aquatic Center (2012)	1,600,000
Aquatic Center (Fire/Lib 2012)	1,000,000
Riverside Bleachers	125,000
Misc Park Funding	564,373
	4,333,532

Note: Parks Bond adds \$449,714 to City Club
Total City Club/Wellness = \$1,449,714

Non - County Projects	
Remaining City Portion	5,032,655
Remaining Debt Service	4,216,885
	9,249,540

Library Facilities & Books	
Books (2011)	500,000
New Facility (2012+)	1,950,000
	2,450,000

Note: Cap Projects providing \$500k sewer/plans

Senior Center Facilities	
Expansion (2011 & 2012)	750,000
Sr Wellness (2011 & 2012)	(300,000)
	450,000

Note: CDBG is funding \$750k of Sr.Ctr expansion
Total Sr. Center Expansion = \$1.2M

Communications	
E911 Mandate (2011)	549,883
	549,883

Roads & Bridges	
Budget (2011)	95,240
Budget (2012)	5,038,253
	5,133,493

Fire	
Training Facility (2011)	100,000
Ambulances (2012)	710,000
Training Facility (2012)	2,278,478
Other Misc (2012)	351,657
	3,440,135

*Note: \$500k transferred to Parks 2.21.11

Law Enforcement	
Patrol Cars (2011)	162,102
Training Facility (2011) *	900,000
2012 Allocation	836,000
	1,898,102

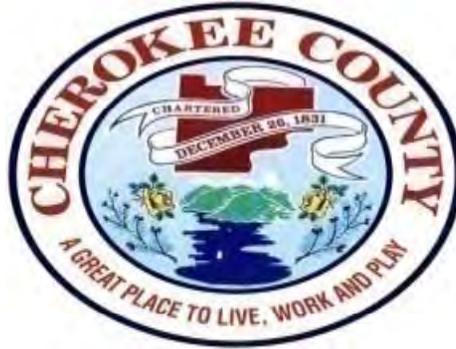
* 2011 Budget for SO \$400k of ImpFees for Training

Airport	
Expansion (2011)	565,102
Expansion (2012)	246,887
	811,989

Remaining SPLOST By Year			
	2011	2012	Total
County Projects	3,535,128	16,035,251	19,570,378
County Debt	1,084,798	3,132,088	4,216,885
Cities	832,384	4,200,271	5,032,655
TOTAL	5,452,309	23,367,609	28,819,918

SPENDING AS OF OCTOBER 31, 2011

BOTTOM LINE: PROJECT OWNERS SHOULD REVIEW THEIR CATEGORIES/PROJECTS FOR FINAL AMOUNTS AVAILABLE FOR PROJECTS IN SPLOST V. THE BOXES BREAKDOWN THE PROJECTS AND SPECIFY THE LIMITS ON SPENDING FOR 2011 AND 2012.



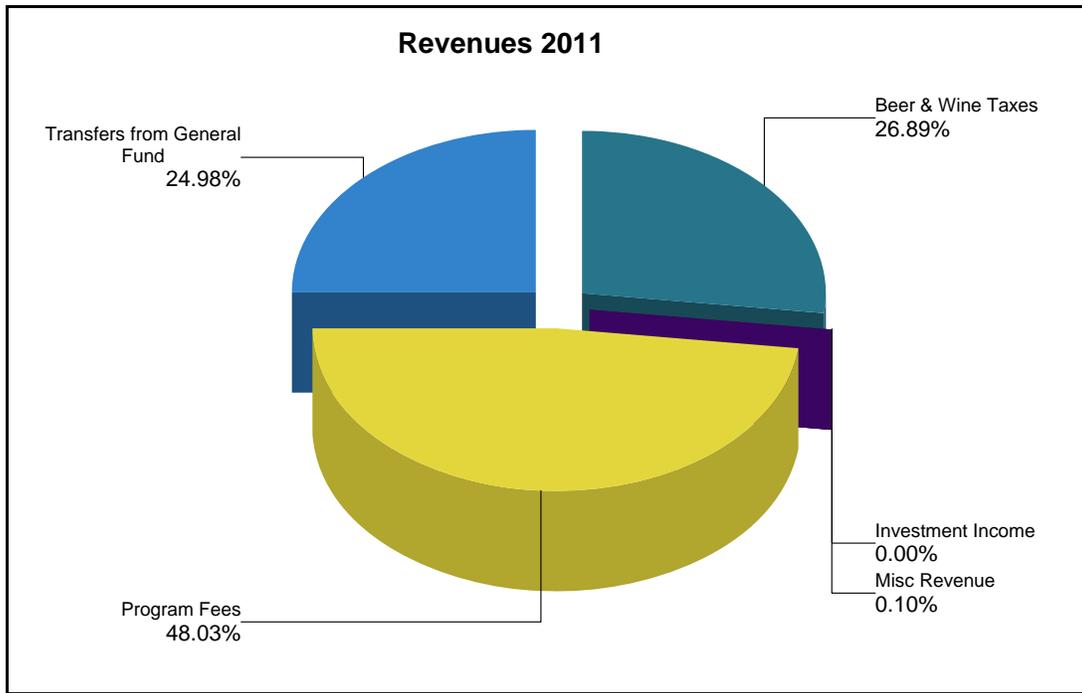
Cherokee County Board of Commissioners

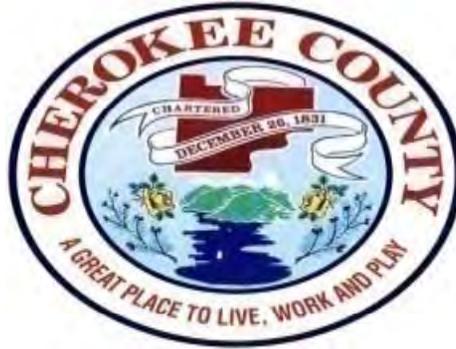
ADDITIONAL FUND REPORTS
OCTOBER 2011



**Cherokee County Board of Commissioners
Cherokee Recreation and Parks Agency
As of 10/31/2011**

	2010 Year End Actual	Actual as of 10/31/2010	2011 Original Budget	Budget Adjustments	2011 Revised Budget	Actual as of 10/31/2011	% of Budget
Parks & Recreation Operations - Fund 225							
Revenues							
Beer & Wine Taxes	899,933	682,277	875,000	0	875,000	655,312	74.89 %
Program Fees	1,098,694	965,390	866,318	500,000	1,366,318	1,170,677	85.68 %
Investment Income	44	0	0	0	0	14	0.00 %
Misc Revenue	13,596	0	0	0	0	2,334	0.00 %
Insurance Reimbursement	3,789	0	0	0	0	0	0.00 %
Use of Reserves	0	0	0	(340,000)	(340,000)	0	0.00 %
Transfers from General Fund	1,046,750	872,292	730,689	0	730,689	608,908	83.33 %
Total Revenues	3,062,805	2,519,958	2,472,007	160,000	2,632,007	2,437,244	92.60 %
Expenditures							
Administration	788,729	614,275	603,710	(5,200)	598,510	557,600	93.16 %
Programs	1,089,697	930,086	1,040,449	160,000	1,200,449	855,011	71.22 %
Maintenance	974,045	795,497	827,848	5,200	833,048	652,374	78.31 %
Total Expenditures	2,852,470	2,339,858	2,472,007	160,000	2,632,007	2,064,985	78.46 %
Net Income / Loss	210,335	180,100	0	0	0	372,259	





Cherokee County Board of Commissioners

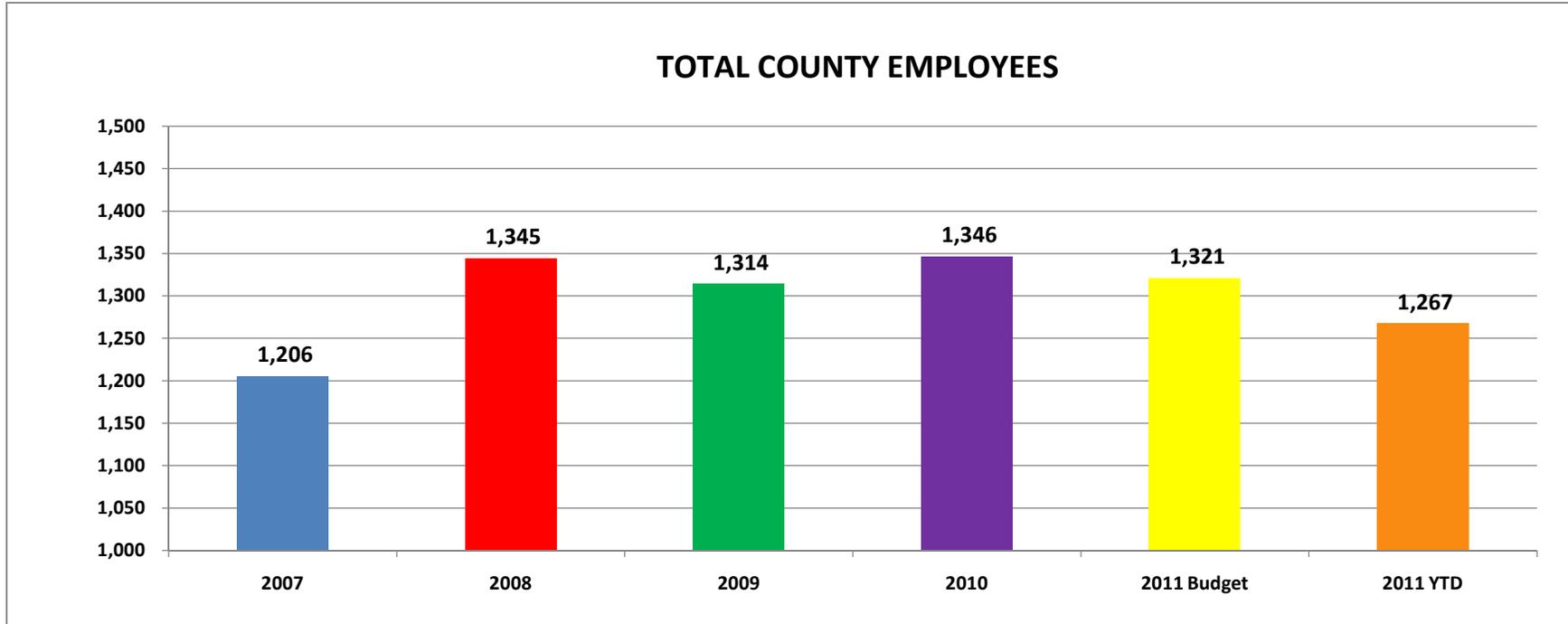
DEPARTMENT HEADCOUNT REPORTS OCTOBER 2011



HEADCOUNT EXECUTIVE SUMMARY- OCTOBER 2011

Average # of Filled Positions Throughout Time Period

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011 Budget</u>	<u>2011 YTD</u>
Full Time	1,112	1,221	1,208	1,210	1,190	1,157
Part Time	94	124	107	136	131	111
Total County Employees	1,206	1,345	1,314	1,346	1,321	1,267
Appointed Board Members	7	13	12	11	5	9
State Employees	14	18	18	18	18	17
Total Headcount Supporting County	1,227	1,375	1,344	1,375	1,344	1,293



Comparing 2011 Oct. YTD to 2011 Budget:

Full-Time positions less than budget due to early retirement incentive and normal attrition.

In addition, while approved vacancies are quickly replaced, this report reflects average staffing - which will reflect lower headcount.

PT positions below budget because departments are managing fewer employees with more hours.

The actual "allowed" # of PT positions is 183 - but this includes temp/seasonal positions. Therefore the average budget for PT positions is shown as 131.

Board Members typically not budgeted as headcount because most are only paid per meeting.



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(21.0 Payroll Periods - 80.77% of Year Lapsed)

		Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
GENERAL FUND									
GENERAL SERVICES									
11110000	BOARD OF COMMISSIONERS	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00
11130000	COUNTY CLERK	1.10	1.00	0.00	0.00	0.00	0.00	0.00	0.00
11320000	COUNTY MANAGER	2.05	2.00	2.07	2.28	0.00	0.00	0.00	0.00
11400000	ELECTIONS	7.05	7.00	1.95	2.00	2.43	5.00	0.00	0.00
11540000	HUMAN RESOURCES	3.38	4.00	0.00	0.00	0.00	0.00	0.00	0.00
11545000	TAX COMMISSIONER	22.57	29.00	0.29	1.00	0.00	0.00	0.00	0.00
11550000	TAX ASSESSOR	29.95	30.00	1.00	1.00	1.52	0.00	0.00	0.00
13700000	CORONER	1.00	1.00	1.90	2.00	0.00	0.00	0.00	0.00
TOTAL GENERAL SERVICES		72.10	79.00	7.22	8.28	3.95	5.00	0.00	0.00
SUPPORT SERVICES									
11510000	FINANCE	7.09	7.00	0.00	0.00	0.00	0.00	0.00	0.00
11517000	PURCHASING	2.86	3.00	0.00	0.00	0.00	0.00	0.00	0.00
11535000	INFORMATION TECHNOLOGY SYSTEMS	11.67	12.00	0.10	1.00	0.00	0.00	0.00	0.00
TOTAL SUPPORT SERVICES		21.61	22.00	0.10	1.00	0.00	0.00	0.00	0.00
JUDICIAL SERVICES									
12100000	COURT ADMINISTRATIVE SERVICES	5.71	6.00	12.10	15.00	0.00	0.00	0.00	0.00
12150000	SUPERIOR COURT	5.95	6.00	0.00	0.00	0.00	0.00	5.71	6.00
12160000	SUPERIOR COURT PRE-TRIAL SERV	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
12165000	INDIGENT DEFENSE	3.90	4.00	0.00	0.00	0.00	0.00	0.00	0.00
12180000	CLERK OF SUPERIOR COURT	52.90	54.00	7.00	6.50	0.00	0.00	0.00	0.00
12200000	DISTRICT ATTORNEY	24.90	25.00	0.00	0.00	0.00	0.00	9.52	10.00
12300000	STATE COURT	6.63	6.77	0.00	0.00	0.00	0.00	0.00	0.00
12310000	STATE COURT SOLICITOR	22.76	23.00	2.05	2.00	0.00	0.00	0.00	0.00
12400000	MAGISTRATE COURT	2.00	2.00	4.00	5.00	0.00	0.00	0.00	0.00
12450000	PROBATE COURT	9.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00
12600000	JUVENILE COURT	6.10	6.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL JUDICIAL SERVICES		140.87	142.77	25.14	28.50	0.00	0.00	15.24	16.00



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(21.0 Payroll Periods - 80.77% of Year Lapsed)

		Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
LAW ENFORCEMENT									
1322000	VICE CONTROL	11.00	12.00	0.00	0.00	0.00	0.00	1.71	2.00
13310000	LAW ENFORCEMENT ADMINISTRATION	21.48	22.00	0.00	0.00	0.00	0.00	0.00	0.00
13321000	CRIME AND INVESTIGATION	30.57	32.00	0.00	0.00	0.00	0.00	0.00	0.00
13322000	MAJOR CRIMES UNIT	8.90	9.00	0.00	0.00	0.00	0.00	0.00	0.00
13323000	UNIFORM PATROL	118.05	120.00	0.00	0.00	0.00	0.00	0.00	0.00
13340000	SHERIFF TRAINING DIVISION	6.67	7.00	0.00	0.00	0.00	0.00	0.00	0.00
13360000	COURT SERVICES	52.33	52.00	0.00	0.00	0.00	0.00	0.00	0.00
13390000	SHERIFF INTERNAL AFFAIRS	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
13391000	SHERIFF CROSSING GUARDS	0.00	0.00	10.67	14.00	0.00	0.00	0.00	0.00
13420000	ADULT CORRECTIONAL INSTITUTE	124.67	123.00	3.24	7.00	0.00	0.00	0.00	0.00
13920000	EMERGENCY MANAGEMENT	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LAW ENFORCEMENT		377.67	381.00	13.90	21.00	0.00	0.00	1.71	2.00
COUNTY MARSHAL									
13910000	ANIMAL CONTROL	6.00	6.00	0.00	0.00	0.38	0.00	0.00	0.00
TOTAL COUNTY MARSHAL		6.00	6.00	0.00	0.00	0.38	0.00	0.00	0.00
COMMUNITY DEVELOPMENT									
11536000	GEOGRAPHICAL INFORMATION SYSTE	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY DEVELOPMENT		4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00
PUBLIC WORKS									
11565000	PROPERTY MANAGEMENT	8.33	9.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PUBLIC WORKS		8.33	9.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMUNITY SERVICES									
11321000	COMMUNITY SERVICES AGENCY	1.19	1.30	0.00	0.00	0.00	0.00	0.00	0.00
14540000	RECYCLABLES COLLECTION	1.00	1.00	3.48	3.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY SERVICES		2.19	2.30	3.48	3.00	0.00	0.00	0.00	0.00
TOTAL GENERAL FUND		632.76	646.07	49.84	61.78	4.33	5.00	16.95	18.00



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(21.0 Payroll Periods - 80.77% of Year Lapsed)

		Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
OTHER FUNDS									
INSURANCE PREMIUM									
21516000	DEVELOPMENT SERVICES CENTER	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00
24100000	ROADS AND BRIDGES	31.95	36.00	6.05	2.00	0.00	0.00	0.00	0.00
24252000	STORMWATER MGT ENGINEERING	3.10	3.00	0.76	1.00	0.00	0.00	0.00	0.00
24270000	ENGINEERING DEVELOPMENT SERVIC	4.43	5.00	0.00	0.00	0.00	0.00	0.00	0.00
24271000	ENGINEERING	4.75	4.75	0.00	0.00	0.00	0.00	0.00	0.00
27110000	CONSERVATION ADMINISTRATION	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
27220000	BUILDING INSPECTIONS	8.14	8.00	0.00	0.00	0.00	0.00	0.00	0.00
27410000	PLANNING AND LAND USE	6.05	7.00	0.00	0.00	4.52	0.00	0.00	0.00
27451000	CODE ENFORCEMENT	7.92	9.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INSURANCE PREMIUM		71.34	77.75	6.81	3.00	4.52	0.00	0.00	0.00
DUI COURT									
22320000	DUI COURT	0.98	0.98	0.90	1.00	0.00	0.00	0.00	0.00
22320555	DUI/DRUG COURT GRANT	0.25	0.25	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DUI COURT		1.23	1.23	0.90	1.00	0.00	0.00	0.00	0.00
FIRE FUND									
23510000	FIRE ADMINISTRATION	13.62	15.00	0.86	1.00	0.00	0.00	0.00	0.00
23515000	FIRE MARSHALL	4.69	6.50	0.76	0.00	0.00	0.00	0.00	0.00
23520000	FIRE FIGHTING	199.76	203.00	1.71	8.00	0.00	0.00	0.00	0.00
23530000	FIRE PREVENTION	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
23540000	FIRE TRAINING	5.90	6.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE FUND		225.98	232.50	3.33	9.00	0.00	0.00	0.00	0.00
E-911									
23800000	EMERGENCY 911 TELEPHONE FUND	48.61	49.00	6.38	9.00	0.00	0.00	0.00	0.00
TOTAL E-911		48.61	49.00	6.38	9.00	0.00	0.00	0.00	0.00
ANIMAL SERVICES									
23910000	ANIMAL SHELTER	15.00	15.00	1.81	2.00	0.00	0.00	0.00	0.00



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(21.0 Payroll Periods - 80.77% of Year Lapsed)

	Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
TOTAL ANIMAL SERVICES	15.00	15.00	1.81	2.00	0.00	0.00	0.00	0.00
SENIOR SERVICES								
25521000 SENIOR SERVICES FUND	15.00	15.00	5.86	6.00	0.00	0.00	0.00	0.00
TOTAL SENIOR SERVICES	15.00	15.00	5.86	6.00	0.00	0.00	0.00	0.00
TRANSPORTATION								
25541000 TRANSPORTATION SERVICES	10.95	12.60	2.33	4.00	0.00	0.00	0.00	0.00
TOTAL TRANSPORTATION	10.95	12.60	2.33	4.00	0.00	0.00	0.00	0.00
PARKS & REC								
26110000 PARKS AND RECREATION ADMIN	3.19	4.50	0.00	0.00	0.00	0.00	0.00	0.00
26120000 PARKS AND RECREATION PROGRAMS	7.86	10.00	21.52	22.67	0.00	0.00	0.00	0.00
26220000 PARKS AND REC MAINTENANCE	13.02	14.00	3.05	0.67	0.00	0.00	0.00	0.00
TOTAL PARKS & REC	24.07	28.50	24.57	23.33	0.00	0.00	0.00	0.00
REC CONSTRUCTION								
36180000 RECREATION FACILITIES	2.43	3.75	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REC CONSTRUCTION	2.43	3.75	0.00	0.00	0.00	0.00	0.00	0.00
COMMUNITY DEVELOPMENT								
27340000 COMMUNITY DEVELOPMENT	1.98	2.60	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY DEVELOPMENT	1.98	2.60	0.00	0.00	0.00	0.00	0.00	0.00
SPLOST								
34213000 SPLOST V - ROADS	3.54	3.50	3.00	3.00	0.00	0.00	0.00	0.00
34214000 SPLOST V - ROADS & BRIDGES	29.14	29.00	2.76	7.00	0.00	0.00	0.00	0.00
TOTAL SPLOST	32.68	32.50	5.76	10.00	0.00	0.00	0.00	0.00
EMS								
53630000 EMS OPERATIONS	52.38	55.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EMS	52.38	55.00	0.00	0.00	0.00	0.00	0.00	0.00
FLEET								
61595000 FLEET MAINTENANCE	10.81	11.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FLEET	10.81	11.00	0.00	0.00	0.00	0.00	0.00	0.00



**Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(21.0 Payroll Periods - 80.77% of Year Lapsed)**

		Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
GRANTS									
22310000	SOLICITOR GRANTS	0.38		0.00		0.00		0.00	
23310000	LAW ENFORCEMENT GRANT	0.48		0.00		0.00		0.00	
23920555	EMERGENCY MANAGEMENT	0.67		0.62		0.00		0.00	
25436555	OTHER ASSISTANCE	4.90	5.00	1.69	1.00	0.00	0.00	0.00	0.00
27150000	ENERGY CONSERVATION	3.10		0.00		0.00		0.00	
TOTAL GRANTS		9.52	5.00	2.31	1.00	0.00	0.00	0.00	0.00
V/W FUND									
22200000	FAMILY COURT	1.10	1.00	0.86	1.00	0.00	0.00	0.00	0.00
TOTAL V/W FUND		1.10	1.00	0.86	1.00	0.00	0.00	0.00	0.00
INSURANCE AND BENEFITS FUND									
61595555	INSURANCE AND BENEFITS FUND	0.71	1.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INSURANCE AND BENEFITS FUND		0.71	1.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL		1,156.55	1,189.50	110.76	131.11	8.86	5.00	16.95	18.00

NOTES -
 - Average HeadCount = Based on number of people paid per payroll period (with adjustments made if someone is allocated among multiple organizations) and divided by the number of payroll periods reported.
 - Grant positions will not show budget amounts as they are funded by outside sources.

AGENDA

Cherokee County Board of Commissioners

November 15, 2011 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

CALL TO ORDER

CHAIRMAN AHRENS

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"

AMENDMENTS TO AGENDA

1. Under County Manager Portion: Consider extending the lease with the Malon D. Mimms Boys & Girls Club for use of the Trolley in 2012.

PROCLAMATION

Proclaiming Sunday, December 4 as "Johnny Hunt Day" in celebration of Pastor Hunt's 25th year at First Baptist Woodstock.

ANNOUNCEMENTS

APPROVAL OF WORK SESSION MINUTES FROM November 1, 2011.

APPROVAL OF REGULAR MEETING MINUTES FROM November 1, 2011.

PUBLIC COMMENT

PUBLIC HEARING

None.

ZONING CASES

CASE NUMBER : 11-09-011
APPLICANT : Race Trac Petroleum, Inc.
ZONING CHANGE : NC to GC
LOCATION : Cumming Hwy & Scott Rd
MAP & PARCEL NUMBER : 14N29, Part of Parcel 025
ACRES : 2.45
PROPOSED DEVELOPMENT : Convenience Store w/gasoline sales
COMMISSION DISTRICT : 1
FUTURE DEVELOPMENT MAP : Neighborhood Village

PLANNING COMMISSION RECOMMENDATION : Denial

CASE NUMBER : 11-11-015
APPLICANT : Canton Property Group, LLC
ZONING CHANGE : NC to GC
LOCATION : Waleska Road
MAP & PARCEL NUMBER : 91N28, Parcel 018
ACRES : 1.1
PROPOSED DEVELOPMENT : Commercial Uses
COMMISSION DISTRICT : 1
FUTURE DEVELOPMENT MAP : Hamlet

PLANNING COMMISSION RECOMMENDATION : Approval

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

COMMISSION POST 1

HARRY B. JOHNSTON

VICE CHAIR/COMMISSION POST 2

JIM HUBBARD

COMMISSION POST 3

KAREN BOSCH

CONSENT AGENDA

1. Consider award of proposal for gutter replacement on South Annex Recreation Facility to ABUCK Building Systems, Inc. in the amount of \$23,208.00. ABUCK was the lowest of three bids; others were from Mid South Roof Systems for \$24,000 and Bristol Engineered Metals for \$35,000.
-

COUNTY MANAGER

2. Requesting approval to enter into a contract with DECA, AMR Business Products, Inc. to provide software support and maintenance for the 24-Hour recording equipment in the E-911 Center. There is no change in rate from last year's contract, which is \$8,100.00.
3. Consider acceptance of approximately 11 roads (2.17 miles) throughout Cherokee County that have not been formally accepted for County maintenance.
4. Consider approval of Memorandum of Agreement (MOA) between Cherokee County and Ancient Oaks Landscaping, Inc., to provide landscaping and maintenance around the Welcome to Cherokee County Sign on Wade Green Road.
5. Requesting to approve Fund Equity Policy, to formally commit 100% of Alcoholic Beverage Excise Tax Revenue to the CRPA Fund and to formally commit 50% of Landfill Hosting Fees to the Animal Shelter Fund.
6. Requesting adoption of modified Personnel Policies Manual dated November 15, 2011.
7. Requesting approval to award the construction services contract for the Aquatic Center to New South Construction Company, Inc. as the lowest responsible bidder in the amount of Fifteen Million, Six Hundred Eighty-Three Thousand dollars (\$15,683,000.00) plus a County project contingency account in the amount of \$400,000.00, for a total approval amount of \$16,083,000.00. Other bids included: Juneau Construction in the amount of

\$16,673,000.00, Brasfield Gorrie in the amount of \$16,725,000.00; and Gay Construction in the amount of \$16,832,000.00.

8. Consider approval of a CDBG application in the amount of \$623,622.00 to the U.S. Department of Housing and Urban Development (HUD).
9. Consideration of a 90 day moratorium on the licensing and permitting of personal care homes in residential zones.
10. Consider approval to purchase 2011 International 4300 flatbed dump truck and 2011 International Terrastar crew cab service truck from Rush Enterprises, Inc., under State of Georgia Contract, in the total amount of \$132, 557.00.
11. AMENDED: Consider extending the lease with the Malon D. Mimms Boys & Girls Club for use of the Trolley in 2012.

COUNTY ATTORNEY

12. Notice of annexation from the City of Woodstock, #059-11, for parcels 15N24-145, 6.32 acres off Hwy. 92 east of Trickum Road.

This item had been on the agenda for November 1, 2011. The Board asked Mr. Dzikowski to find out more details of the annexation, particularly the applicant, and present the findings to the Board for a decision to be made at the next meeting.

13. Request to set Public Hearing for the December 6, 2011 Board of Commissioners Meeting to consider an amendment to the Alcohol Beverage Ordinance to provide for the Sunday sale of beer and wine as approved by voter referendum on November 8, 2011.

ADJOURN

Cherokee County Proclamation

WHEREAS: **Pastor Johnny Hunt** became the Senior Pastor of the First Baptist Church of Woodstock, Georgia in 1986, having previously pastored Longleaf Baptist Church, Falls Baptist Church, and Lavonia Baptist Church; and

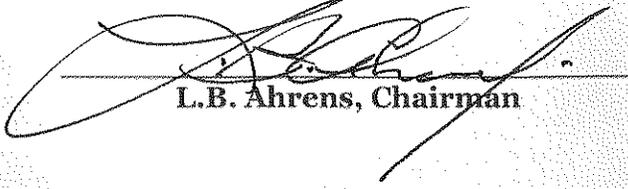
WHEREAS: **First Baptist Church of Woodstock** is one of the fastest growing churches in the Atlanta area. They have baptized over 13,300 people and have seen over 318 people commit to full-time ministry; and

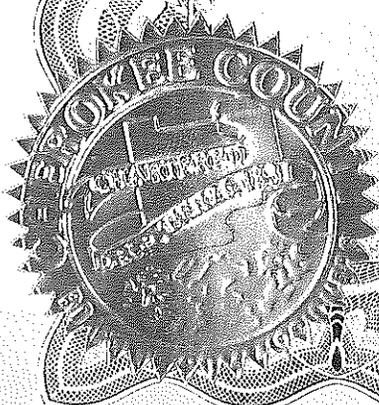
WHEREAS: **Pastor Johnny Hunt** was born in Lumberton, NC; he has been educated at Gardner-Webb College and Southeastern Baptist Theological Seminary and has 3 honorary doctorates; and

WHEREAS: **Pastor Johnny Hunt** married Janet Allen Hunt of Wilmington, NC and they produced two (2) daughters from their union. They have three (3) granddaughters; and

WHEREAS: **Pastor Johnny Hunt** has served in conference speaking, mission leadership, church growth, church consulting, church revivals, and seminary teaching. Dr. Hunt has served as President of the Pastor's Conference of the Southern Baptist Convention and The Chair of Church Growth at Southeastern Baptist Theological Seminary was named in Dr. Hunt's honor.

NOW, THEREFORE, be it known that the **Cherokee County Board of Commissioners** does hereby proclaim Sunday, December 4, 2011 as "**PASTOR JOHNNY HUNT DAY**" in Cherokee County and call upon all citizens to observe this day in honor and recognition of Johnny Hunt's 25th year as Pastor of First Baptist Woodstock.


L.B. Ahrens, Chairman



ZONING CASES

CASE NUMBER : 11-09-011
APPLICANT : Race Trac Petroleum, Inc.
ZONING CHANGE : NC to GC
LOCATION : Cumming Hwy & Scott Rd
MAP & PARCEL NUMBER : 14N29, Part of Parcel 025
ACRES : 2.45
PROPOSED DEVELOPMENT : Convenience Store w/gasoline sales
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PLANNING COMMISSION RECOMMENDATION : Approval

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

COMMISSION POST 1

HARRY B. JOHNSTON

VICE CHAIR/COMMISSION POST 2

JIM HUBBARD

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KAREN BOSCH

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COUNTY MANAGER

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COUNTY ATTORNEY

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This item had been on the agenda for November 1, 2011. The Board asked Mr. Dzikowski to find out more details of the annexation, particularly the applicant, and present the findings to the Board for a decision to be made at the next meeting.

13. Request to set Public Hearing for the December 6, 2011 Board of Commissioners Meeting to consider an amendment to the Alcohol Beverage Ordinance to provide for the Sunday sale of beer and wine as approved by voter referendum on November 8, 2011.

ADJOURN

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

November 1, 2011

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began the meeting at 3:09 with all board members present. He started by reading from "Good Habits".

1. Land Conservation Workshop Summary

Margaret Stallings gave a summary from the County-wide Workshop hosted by Cherokee County on October 12. She said that the goal of the workshop included restarting county planning in terms of Greenspace and Stormwater Education. The day-long event attracted a diverse group of individuals interested in Land Conservation in Cherokee County for the environmental, economic and quality of life benefits. A number of the attendees volunteered to participate in a steering group to refine the results of the workshop and push forward with implementation. The steering group will meet in early December to begin their work. Staff will keep the Commissioners updated on their progress.

Commissioner Bosch asked what was different than what we have now. Ms. Stallings replied that they narrowed down to more specific priorities and worked on a more detailed map.

2. Citizens Committee

Chairman Ahrens said that he had agreed to let Mrs. Cosby speak for 10 minutes on their committee's recommendation following the information the Board provided to them regarding the Aquatics Center Business Plan.

Mrs. Cosby gave a presentation that with the committee's recommendation which was to ask the county to cut the Aquatic Center project.

Chairman Ahrens then asked Ms. Cosby why the group sent a press release to the media this morning without copying the Board, especially since the group insists that they want to work with Cherokee County.

Ms. Cosby replied that some derogatory remarks had been made about the committee in the Ledger News. Chairman Ahrens reminded her that this was not the Ledger News.

3. Discussion of Regular Agenda Items

Chairman Ahrens read through the announcements and added the announcement that early voting is going on and that regular voting would begin at precinct locations on November 8th from 7:00 a.m. to 7:00 p.m.

Chairman Ahrens said that the proclamation for Johnny Hunt day would be moved to the next BOC meeting to give time to get the information needed for the proclamation.

Chairman Ahrens said that the retreat dates were waiting to be confirmed but that it looks like January 26 and January 27 would be the dates. He said the dates would be confirmed soon and the proposed agenda sent out.

Commissioner Hubbard announced that another Child Safety Seat Check event would be on Saturday, November 5 at the R.T. Jones Library. He says that as a follow up to the last seat check event, 76% of seats checked were improperly installed.

Chairman Ahrens announced that the agenda would be amended to add a consent agenda item for the funds received from the Patton Mold Settlement.

Consent Agenda

Consider approval of budget amendment for Patton Mold Settlement in the

amount of \$1,076,662.50 to SPLOST V – Fire.

Mr. Cooper said that the County has received three checks from the settlement so far, totaling \$1,076,662.50. These funds are going to be used towards the new fire training facility. He said that the County is expecting an additional \$200,000 to \$300,000 from the settlement.

COUNTY MANAGER

- Consider approval to purchase new squads from Ten-8 / Medtec. Requesting an initial purchase of 5 units be made, funded by SPLOST V, and that a contract with 3 each 1-year extensions be approved to allow for a time-phased purchase of additional units, until the entire fleet is replaced. Purchases in 2012 and subsequent years would be from SPLOST VI. A tiered fleet replacement would keep the County from having an entire fleet with high mileage or low mileage, and provide Fire-ES some flexibility to move units around to balance maintenance and in-service time. Medtec / Ten-8 had a bid of \$141,355 per unit and a final score of 90.55. The total amount requested is \$710,000.
- Consider approval to rescind the award of Cherokee Youth Basketball Uniform bid to Atlanta Hawks and award bid to Chandler Graphics. The Atlanta Hawks submitted the low bid of \$22.50 per uniform but have requested multiple changes to the standard professional services agreement and bid a different uniform than the one specified in the request for bid packet.

Mr. Cooper said that the contract with the Atlanta Hawks was not valid because they had not completed the subcontractor affidavit for Score. After discussion on this, he asked Procurement Director Greg Dodgen to notify the Atlanta Hawks' subcontractor (Score) that they had until 5:00 this evening to provide an E-Verify number or the bid award would be rescinded.

- Consider approval of Wellness Program Compliance Guidelines contingent upon recommendation of the Cherokee County Benefits Committee.

- Consider approving a resolution requesting the relocation of E-911 Public Safety RF receiver site from Reinhardt University to the Georgia Forestry Commission site at Pine Log Mountain.
- Consider approval of Business Associate Agreement with both Gallagher Benefits Services, Inc. and Communit-Y Health Network (CHN) outlining responsibilities regarding the use and/or disclosure of Protected Health Information in Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Requesting approval of final draft agreement with Communit-Y Health Network of Northeast Georgia (CHN) for period of November 1, 2011 to September 30, 2012, in the amount of \$336 per employee enrolled in the county health plan with guaranteed rate for period of 2 years and guaranteed savings in one year. Contingent upon approval of County Attorney and Benefits Committee recommendation.
- Consider approval of an amendment to the CDBG PY2010 (\$55,300) and PY 2011 (\$98,576) CDBG Annual Action Plans to award funds that had been set aside for an Activity to Be Determined to MUST Ministries for the acquisition of property located at 111 Brown Industrial Parkway, Canton, GA.

Mr. Cooper stated that Mr. Don Hausfeld with MUST Ministries was in attendance this evening.

COUNTY ATTORNEY

- Notice of annexation from the City of Woodstock, #0060-11, for parcels 15N18-153, .5 acres off Neese Road just north of Edinburgh Lane.

Paul Dzikowski said that basically Woodstock was wanting to add the parcels to their city limits.

- Notice of annexation from the City of Woodstock, #059-11, for parcels 15N24-145, 6.32 acres off Hwy. 92 east of Trickum Road.

After much discussion, the Board asked Mr. Dzikowski to find out more details of this annexation, particularly the applicant, and present the findings to the Board.

Chairman Ahrens asked if Dan Hausfeld would like to speak about MUST Ministries' new facility which received some funding from the CDBG grant.

Mr. Hausfeld spoke about the new location at 111 Brown Industrial Parkway, across from the library. He said he was very pleased with the location and that there were several government services located in the building. He said the new location would provide 1500 more square feet than the current location.

Chairman Ahrens asked if the current facility was leased and Mr. Hausfeld replied that it was leased.

Commissioner Johnston asked if the funds were in jeopardy of being forfeited. Mr. Cooper replied that they were not, but that the funds had to be used for qualified Capital Projects.

Commissioner Hubbard made an announcement about Cherokee Hall's sound system as it relates to meeting recordings and playback for assistance in creating meeting minutes. He stated that the best type of microphone to use is the lapel mics. Chairman Ahrens mentioned that he would be fine with using lapel mics. Commissioner Johnston said that maybe the current mics would record better if they moved closer to them when they spoke.

The Chairman asked if there was anything else. Hearing none, Vice Chair Commissioner Hubbard made a motion to adjourn to Executive Session at 4:54 p.m. to discuss personnel issues, pending litigation and property acquisition. Commissioner Nelms seconded and the motion carried unanimously.

Executive Session to Follow

MINUTES

Cherokee County Board of Commissioners

November 1, 2011 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

Commissioner Johnston gave the invocation.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:08 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 Paul Dzikowski; 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"

AMENDMENTS TO AGENDA

1. Budget Amendment under Consent Agenda.
2. Removed the proclamation for Johnny Hunt day. Will present at November 15th meeting.

Commissioner Hubbard made a motion to approve the amendments; Commissioner Nelms seconded and the motion was approved unanimously.

PRESENTATION

FBI to present Lt. Mike Painter and Deputy Alex Rivera commendations for their work in a public corruption case, and whose efforts were instrumental in the successful conclusion of the case.

FBI Agent Roger Stanton presented Deputy Rivera and Lt. Painter an appreciation plaque. He also presented Sheriff Garrison and Major Hunton with a plaque thanking them for their efforts in the corruption case.

PROCLAMATION

Proclaiming November as Lung Cancer Awareness Month, presented by Commissioner Bosch.

Commissioner Bosch read the proclamation and presented it to Jackie Archer, former Council member with the City of Canton. Ms. Archer accepted the

proclamation and told her story of being diagnosed with lung cancer that was only discovered due to receiving medical treatment after a car accident.

Proclaiming Sunday, December 4th as "Johnny Hunt Day" in celebration of Pastor Hunt's 25th year at First Baptist Woodstock.

AMENDED: Move proclamation to November 15, 2011.

ANNOUNCEMENTS

1. Northwest Corridor Project Update. Materials are setup on a table outside of Cherokee Hall.
2. The outdoor Burn Ban is lifted until May 2012. Must obtain daily burn permit. For more information, call 1-800-GA TREES.
3. The road closure for Old Mill Road between SR20 and Arbor Hill Road will be closed to through traffic for reconstruction has been extended to November 4 at 5:00 p.m. For more details, contact Roads and Bridges at 770-345-5842.
4. Early voting is ongoing until November 4th at the County election office and the Woodstock Public Library, from 8:30 a.m. to 5:00 p.m. Regular voting starts on November 8th from 7:00 a.m. to 7:00 p.m..
5. The Atlanta Regional Commission formalized the selection of Doug Hooker as the new Executive Director by unanimous vote at a called meeting on Monday.
6. Commissioner Hubbard announced that another Child Safety Seat Check event would be on Saturday, November 5 at the R.T. Jones Library. He says that as a follow up to the last seat check event, 76% of seats checked were improperly installed.

APPROVAL OF WORK SESSION MINUTES FROM October 18, 2011.

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

APPROVAL OF REGULAR MEETING MINUTES FROM October 18, 2011.

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

PUBLIC COMMENT

Two people had signed up to speak.

1. Bill McNiff (Mr. McNiff declined speaking)
2. Bill Bosch (Mr. Bosch declined speaking)

PUBLIC HEARING

To afford the public in the Comcast franchise area appropriate notice and participation for the purpose of a) identifying future cable related community needs and interests, and b) reviewing the performance of the cable operator under the franchise during the then franchise term.

Commissioner Hubbard made a motion to open the public hearing; Commissioner Nelms seconded and the public hearing was opened at 6:25 p.m.

Mr. Andy Mackey of Comcast addressed the Board, providing some facts about new services and programs at Comcast.

Chairman Ahrens then called persons who had signed up on the Public Hearing Sign-up sheet to speak. All declined due to signing up on the wrong form, they had wanted to speak under the Public Comment section.

Commissioner Bosch made a motion to close the public hearing at 6:38 p.m. Commissioner Hubbard seconded and there was unanimous approval.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. BOC Meeting schedule for 2012.

Commissioner Johnston stated that the proposed meeting schedule had two changes in July, which moved each July meeting back a week from the usual first and third Tuesday.

Commissioner Johnston made a motion to adopt the meeting schedule; Commissioner Hubbard seconded and there was unanimous approval.

- B. Chairman Ahrens said the Board was looking to confirm the 2012 Retreat dates and get the meeting agenda out soon. The tentative dates are January 26 and 27, 2012.

COMMISSION POST 1

HARRY B. JOHNSTON

VICE CHAIR/COMMISSION POST 2

JIM HUBBARD

COMMISSION POST 3

KAREN BOSCH

- A. Announcement of Thanksgiving Food Drive on Saturday, November 5th at Starbucks on Sixes Road from 9:00 am. to 11:00 a.m.

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

1. **AMENDED:** Consider approval of budget amendment for Patton Mold Settlement in the amount of \$1,076,662.50 to SPLOST V – Fire.

Mr. Cooper said that the County has received three checks from the settlement so far, totaling \$1,076,662.50. These funds are going to be used towards the new fire training facility. He said that the County is expecting an additional \$200,000 to \$300,000 from the settlement.

Commissioner Hubbard made a motion to approve the budget amendment; Commissioner Johnston seconded and the motion received unanimous approval.

COUNTY MANAGER

2. Consider approval to purchase new squads from Ten-8 / Medtec. Requesting an initial purchase of 5 units be made, funded by SPLOST V, and that a contract with 3 each 1-year extensions be approved to allow for a time-phased purchase of additional units, until the entire fleet is replaced. Purchases in 2012 and subsequent years would be from SPLOST VI. A tiered fleet replacement would keep the County from having an entire fleet with high mileage or low mileage, and provide Fire-ES some flexibility to move units around to balance maintenance and in-service time. Medtec / Ten-8

had a bid of \$141,355 per unit and a final score of 90.55. The total amount requested is \$710,000.

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

3. Consider approval to rescind the award of Cherokee Youth Basketball Uniform bid to Atlanta Hawks and award bid to Chandler Graphics. The Atlanta Hawks submitted the low bid of \$22.50 per uniform but have requested multiple changes to the standard professional services agreement and bid a different uniform than the one specified in the request for bid packet.

Commissioner Hubbard made a motion to rescind the bid award to the Atlanta Hawks; Commissioner Bosch seconded and there was unanimous approval.

Commissioner Hubbard made a motion to award the bid to Chandler Graphics; Commissioner Bosch seconded and there was unanimous approval.

4. Consider approval of Wellness Program Compliance Guidelines contingent upon recommendation of the Cherokee County Benefits Committee.

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

5. Consider approving a resolution requesting the relocation of E-911 Public Safety RF receiver site from Reinhardt University to the Georgia Forestry Commission site at Pine Log Mountain.

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

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

7. Requesting approval of final draft agreement with Communit-Y Health Network of Northeast Georgia (CHN) for period of November 1, 2011 to September 30, 2012, in the amount of \$336 per employee enrolled in the county health plan with guaranteed rate for period of 2 years and

guaranteed savings in one year. Contingent upon approval of County Attorney and Benefits Committee recommendation.

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

8. Consider approval of an amendment to the CDBG PY2010 (\$55,300) and PY 2011 (\$98,576) CDBG Annual Action Plans to award funds that had been set aside for an Activity to Be Determined to MUST Ministries for the acquisition of property located at 111 Brown Industrial Parkway, Canton, GA.

Commissioner Nelms made a motion to approve; Commissioner Johnston seconded with a comment that the CDBG grant funds could only be used for Capital Projects. There was unanimous approval.

COUNTY ATTORNEY

9. Notice of annexation from the City of Woodstock, #0060-11, for parcels 15N18-153, .5 acres off Neese Road just north of Edinburgh Lane.

The Board decided that no action would be taken to oppose the annexation.

10. Notice of annexation from the City of Woodstock, #059-11, for parcels 15N24-145, 6.32 acres off Hwy. 92 east of Trickum Road.

The Board asked Mr. Dzikowski to find out more details of the annexation, particularly the applicant, and present the findings to the Board. The Board will decide at the November 15th meeting whether to take action against the annexation or not.

The Chairman announced that due to the fact that ten minutes remained until the Planning Commission met, he would allow the citizens who signed up on the Public Hearing form by mistake to speak until the meeting time was up.

1. Bill McNiff (Mr. McNiff had left the meeting already.)
2. Mike Davis said that due to the research he did on the financial impact study conducted in Statesboro's Aquatic Facility, he is in favor of the Aquatic Center in Cherokee County.

3. Glen Clardy of the Sixes Road area and a resident in Commissioner Bosch's district said that he understands that the Aquatic Center is expected to be revenue neutral after its third year. His concerns are going ahead with the project right now due to the economy.
4. Ken Hardy (Mr. Hardy had left the meeting already.)
5. John Highland said that more time was needed to get information on the bonds but that it doesn't appear they have to be issued. He thinks the County should wait because of the economy.
6. Debbie Staver said that she began attending meetings in August and has seen the millage get raised regardless of citizens' comments. She said she felt the county should wait for better times to spend money.

The Chairman announced that time was up but that he would call one more person from the sign-up sheet to speak.

7. Mark Shilling with the Woodstock Aquatic Center, a privately owned facility spoke in favor of the new Aquatic Center.

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

Zoning Cases:

CASE NUMBER : 11-09-011
APPLICANT : **Race Trac Petroleum, Inc.**
ZONING CHANGE : NC to GC
LOCATION : Cumming Hwy & Scott Rd
MAP & PARCEL NUMBER : 14N29, Part of Parcel 025
ACRES : 2.45
PROPOSED DEVELOPMENT : Convenience Store w/gasoline sales
COMMISSION DISTRICT : 1
FUTURE DEVELOPMENT MAP : Neighborhood Village

PLANNING COMMISSION RECOMMENDATION : **Denial**

CASE NUMBER : 11-11-015
APPLICANT : **Canton Property Group, LLC**
ZONING CHANGE : NC to GC
LOCATION : Waleska Road
MAP & PARCEL NUMBER : 91N28, Parcel 018
ACRES : 1.1
PROPOSED DEVELOPMENT : Commercial Uses
COMMISSION DISTRICT : 1
FUTURE DEVELOPMENT MAP : Hamlet

PLANNING COMMISSION RECOMMENDATION : **Approval**

Cherokee County, Georgia
Agenda Request

CA-1

SUBJECT: Replace Gutters on South Annex Recreation Facility MEETING DATE: 11-15-2011

SUBMITTED BY: Matthew Williams, Property Management Director

COMMISSION ACTION REQUESTED:

Consider award of proposal for gutter replacement on South Annex Recreation Facility to ABUCK Building Systems Inc, in the amount of \$23,208.00.

FACTS AND ISSUES:

The gutters and downspouts on the South Annex Recreation Facility have deteriorated and are causing issues with water intrusion and are in need of replacement.

Proposals were received from the following vendors:

ABUCK Building Systems Inc. = \$23,208.00
Mid South Roof Systems = \$24,073.00
Bristol Engineered Metals = \$35,855.00

BUDGET:

Amount Requested:	\$ 23,208.00	
Budgeted Amount:	\$	Account Name: Parks Bond
Federal:	\$	Account #3618-0000-541300-PR260
State:	\$	
Local:	\$	
Remaining Budget	\$	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Award of proposal for gutter replacement on South Annex Recreation Facility to ABUCK Building Systems Inc, in the amount of \$23,208.00.

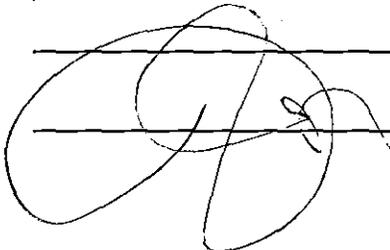
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:





ABUCK BUILDING SYSTEMS, INC.

October 28, 2011

Mr. Matt Williams
Property Management Director
Cherokee County

Subject: Proposal for Eave Gutter & Downspout Replacement
Cherokee County Annex – Recreation Building

We appreciate this opportunity to provide you with our proposal for replacement of eave gutter & downspouts on the above project. Our proposal will be based on providing new 24 gage materials with Kynar® finish in color to match existing. Gutter profile and installation will match replacement on Health and Administration buildings.

INCLUDED IN OUR PROPOSAL ARE THE FOLLOWING:

1. Removal of existing eave gutter & downspouts.
2. Provide and install new eave gutter & downspouts.
3. Provide required safety equipment & lift equipment for access to high eave.

EXCLUDED FROM OUR PROPOSAL ARE THE FOLLOWING:

1. Removal, repair or replacement of roofing materials other than eave gutter & downspouts.
(Items in need of repair, if noted during gutter installation, will be brought to the attention of Cherokee County personnel)
2. Repairs to decking or structural members.
3. Installation or clean-out of underground drainage, cast iron downspout boots or splash-blocks.

We propose the above for the amount of \$23,208 (Recreation Building)

Should you have any questions or require additional information please contact us.

Thank You

Bill Kirby
Vice President

Cc: Terry K. Buckner



11-1-11

Steven Tipton
Cherokee County
678 283 1108

7545 Main Street Recreation Building

Re: Gutter and Downspout replacement

Scope of work to include:

- Furnish material, fabrication and field installation to replace approximately 820' linear feet of gutter and 500' of downspouts.
- Quote is based on using Berridge 24 gauge steel "Teal" at the gutters and 24 gauge steel "Buckskin" at the 4" x 3" downspouts.
- Mid-South will remove the existing gutter by cutting the back leg and install new gutter directly under the existing edge metal per attached detail.
- Clean up of all debris associated with this scope of work.

Total: \$24,073.00

*** Alternate for Aluminum gutters: Add \$1,272.00 if Pac-Clad .032 Aluminum "Teal" is used at gutters.

*** Alternate for 24 gauge fascia: Add \$7,874.00

*** Alternate for .032 Aluminum fascia: \$8,620.00

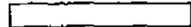
Acceptance of Proposal

Approved Signature/ Date

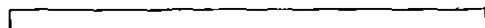
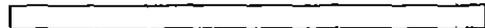
Respectfully,
Greg Danford
Mid- South Roof Systems



BRISTOL



ENGINEERED METALS, LLC.



PROPOSAL and WORK SCOPE

Project: CHEROKEE CO. SOUTH ANNEX GUTTER REPLACEMENT

From: BRISTOL ENGINEERED METALS, LLC.

Date: 10/19/2010

Section: WORK SCOPE AS DEFINED BELOW

We are pleased to submit for your review this proposal for the removal, furnishing and installation of metal gutters and downspouts with standard drainage accessories for the referenced project. Our proposal is based on the following:

I. Work Scope: Recreation Bldg, Sheriff's Office, Health Office

A. Removal of the existing gutters and downspouts. Disposal to the county landfill.

B. Metal gutters and downspouts: 24 gauge galvanized steel formed to the same profile as currently exists on the building. The material will have a Kynar finish in a standard color from a manufacturer with a standard color as near to the existing structure as can be found. Two additional downspouts are figured on the Recreation Building per our discussion.

C. All standard warranties are included (substrate, 20 year finish).

II. Exclusions:

A. All sheet metal work not associated with the work scope.

B. All rework or replacement of the existing fascia behind the gutters.

C. All gutter guards.

D. Cleaning or maintenance of the gutters and downspouts.

III. Clarifications:

A. All work is to be performed during normal working hours. We have one trip to the jobsite included in the job. Extra mobilizations may result in extra charges.

*** B BRISTOL will dispose of our trash on a regular basis to a centrally located dumpster provided by others.**

C Our proposal is based on the free use of electricity and water

*** D. This proposal is based on using a small manlift for access to all elevations of all buildings.**

IV. Pricing

- A. Payment for materials stored on site is due 30 days after invoicing. No retention.
- B. Payment for installed work due 30 days after invoicing.
- C. Pricing, for the above, \$78,941.00

Pricing, for buildings done separately;

Recreation Bldg, \$35,855.00

Sherriff's Office, \$24,985.00

Health Office, \$24,985.00

Thanks for the opportunity to earn some of your work. For references and an experience list please visit our web site, www.bristol-eng-metals.com. Please call the undersigned at 770/365-1735 with questions regarding this proposal.

Sincerely,

BRISTOL ENGINEERED METALS, LLC.

Keith L. Jansen
President



Cherokee County Board of Commissioners

1130 Bluffs Parkway
Canton, Georgia 30114

Construction Agreement For Cherokee County Recreation Center Gutter Replacement

Award Date: November 15, 2011

Contractor: ABUCK Building Systems Inc.

CONSTRUCTION AGREEMENT

This Construction Agreement (the "Agreement") is made and entered into this 15th day of November, 2011, 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 (hereinafter referred to as the "County"), and ABUCK Building Systems, a Georgia corporation with its principal place of business located at 5665 Atlanta Highway Suite 103-310, Alpharetta, Georgia 30004-3932 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County issued a Notice to Contractors, to solicit proposals for Installation of new gutter systems on the facility located at 7545 Main Street, bldg. 200, Woodstock, Georgia.

WHEREAS, based upon Contractor's proposals to construct and install new gutter systems on the Recreation Center at 7545 Main Street, building 200, Woodstock, Georgia, the County has selected Contractor as the successful proposer, and

WHEREAS, Contractor has agreed to perform such work as set forth in this Agreement, according to the terms and conditions provided in this Agreement; and

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

NOW THEREFORE, the County and Contractor, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

Section 1. Contract Documents

The following documents are incorporated herein by reference and constitute the Contract Documents:

- A. This Construction Agreement;

- B. Proposal Document from Contractor dated October 28th, 2011, attached hereto as Exhibit "B";

- C. Non-Collusion Affidavit of Prime Bidder, attached hereto as Exhibit "D";
- D. Alien Employment Affidavits attached hereto as Exhibits "F" and "G";
- E. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description

The Project is defined generally as follows: Construct and install new gutter systems on the Recreation Center at 7545 Main Street, building 200, Woodstock, Georgia.

Section 3. The Work

The Work is specified and indicated in the Contract Documents (the "Work"). The Work previously described includes all material, labor, insurance, tools, equipment, and any other miscellaneous items necessary to complete the Work as described. Contractor shall complete the Work in strict accordance with the Contract Documents.

Section 4. Contract Time

Contractor agrees to complete the Project within 30 calendar days from the date of Notice To Proceed. Every effort will be made by Contractor to shorten this period.

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

- A. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall not exceed twenty three thousand two hundred and eight dollars (\$23208.00) inclusive of Contractor's proposal, allowances, as described in the specifications and to be billed on an as-incurred basis, and Alternate number 1, except as outlined in Section 6(C) below.
- B. County agrees to pay the Contractor for work performed and costs incurred by Contractor 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 Contractor upon receipt and approval by the County of invoices setting forth in detail the work performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, 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 handle through change orders as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff. No payments will be made for unauthorized work. Upon the County's certification of Final Completion of the Project, an invoice should be submitted to Jerry Cooper, County Manager, for approval. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered.

Section 6. 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 Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms and the Contractor shall proceed with the changed work.
- 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 Contractor.
- 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. 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 \$10,000.00, must be approved by resolution of the Cherokee County Board of Commissioners.

Section 7. Covenants of Contractor.

A. Ethics Code

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

B. Time is of the Essence

Contractor specifically acknowledges that TIME IS OF THE ESSENCE for completion of the Project.

C. Expertise of Contractor

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

D. Budgetary Limitations

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

E. County's Reliance on the Work

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

F. Contractor's Reliance of Submissions by the County

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

G. Contractor's Representative

Bill Kirby shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County.

I. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortuous conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. 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 any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

J. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are

performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

The Contractor shall obtain and maintain, at the Contractor's expense, all permits, licenses, or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses, or approvals to Cherokee County's Representative within ten (10) days after issuance.

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

K. Insurance

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

(2) Minimum Limits of Insurance: Contractor shall maintain limits no less than:

(a) Comprehensive General Liability of \$1,000,000 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 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 limit for claims arising out of professional services caused by the Contractor'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 per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
- (a) General Liability and Automobile Liability Coverage.
 - (i) The County, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees, agents or volunteers.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is

made or suit is brought, except with respect to the limits of the insurer's liability.

- (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 agrees to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the County.
 - (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.
- (b) Workers' Compensation Coverage: The insurer will agree to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the County.
- (c) All Coverages:
- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

- (7) Subcontractors: Contractor shall include all subcontractors as insured 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 insured.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee: The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

L. Employment of Unauthorized Aliens Prohibited

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 the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "F" and "G" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71) that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may order the Contractor to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security. The Contractor's failure to terminate the employee, or otherwise

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

Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

Contractor agrees that the employee-number category designated below is applicable to the contractor.

_____ 500 or more employees.

_____ 100 or more employees.

 x Fewer than 100 employees.

Contractor agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit attached as Exhibit "F."

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.

M. Records, Reports and Audits

(1) Records:

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

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

part to this Agreement shall be clearly identified and readily accessible.

- (2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.
- (3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

N. Conflicts of Interest

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

O. Confidentiality

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

P. Compliance with Laws Regulating Illegal Aliens

The United States Congress enacted the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, which required the former Immigration and Naturalization Service (now the Department of Homeland Security) to establish a system (the "E-Verify System") for verifying the immigration status of non-citizen applicants for, and recipients of, certain types of federally funded benefits, and to make the system available to Federal, State, and local benefit-issuing agencies and institutions that administer such benefits.

The Contractor covenants and declares that it is enrolled in the E-Verify System (Contractor's enrollment number BTER7037), and that it has verified the employment eligibility of all its employees utilizing such program. Contractor shall likewise require all subcontractors or sub-consultants to verify the employment eligibility of all their respective employees utilizing the E-Verify System. Contractor shall provide documentation prior to commencing work under this Agreement, in a form acceptable to the Cherokee County, affirming the Contractor's compliance with this Section.

Q. Licenses, Certifications and Permits

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

R. Key Personnel

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

S. Authority to Contract

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

T. Ownership of Work

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

U. Meetings

The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

Section 8. Covenants of the County

A. Right of Entry

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

B. County's Representative

Matt Williams, or their designates shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

Section 9. Warranty

Except as may be otherwise specified or agreed, the Contractor shall repair all defects in materials, equipment, or workmanship appearing within one year from the date of Final Completion of the Project at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the one-year general warranty period to identify any issues that must be resolved by the Contractor.

Section 10. Termination

- A. The County may terminate this Agreement for convenience at any time upon written notice to Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the County. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed to date in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination.
- B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and, if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project and deduct the cost of completion from the unpaid Contract Price. The County will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this agreement, exceeds the cost of finishing the Project, the Contractor or its Surety will receive the applicable funds due. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety will pay the difference to the County.
- C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of this Section (A) above.
- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- E. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. Miscellaneous

- A. Complete Agreement. This Agreement contains all of the understandings and agreements of whatsoever kind and nature existing between the parties hereto with respect to the subject matter contained herein.

- B. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- D. Invalidity of Provisions. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.
- E. Notice. All notices requests, demands and other communications hereunder shall be in writing and shall be deemed received, and shall be effective when personally delivered or on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested or upon actual delivery when sent *via* national overnight commercial carrier to the parties at the addresses given below, unless a substitute address shall first be furnished to the other parties by written notice in accordance herewith:

NOTICE TO COUNTY shall be sent to:

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114
Attention: County Manager

NOTICE TO CONTRACTOR shall be sent to:

Bill Kirby
ABUCK Building Systems Inc.
5665 Atlanta Highway
Suite 103-310
Alpharetta, Georgia 30004-3932

- F. 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.

- G. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.
- H. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

EXHIBIT "B"

PROPOSAL DOCUMENTS FROM CONTRACTOR



ABUCK BUILDING SYSTEMS, INC.

October 28, 2011

Mr. Matt Williams
Property Management Director
Cherokee County

Subject: Proposal for Eave Gutter & Downspout Replacement
Cherokee County Annex -- Recreation Building

We appreciate this opportunity to provide you with our proposal for replacement of eave gutter & downspouts on the above project. Our proposal will be based on providing new 24 gage materials with Kynar® finish in color to match existing. Gutter profile and installation will match replacement on Health and Administration buildings.

INCLUDED IN OUR PROPOSAL ARE THE FOLLOWING:

1. Removal of existing eave gutter & downspouts.
2. Provide and install new eave gutter & downspouts.
3. Provide required safety equipment & lift equipment for access to high eave.

EXCLUDED FROM OUR PROPOSAL ARE THE FOLLOWING:

1. Removal, repair or replacement of roofing materials other than eave gutter & downspouts. (Items in need of repair, if noted during gutter installation, will be brought to the attention of Cherokee County personnel)
2. Repairs to decking or structural members.
3. Installation or clean-out of underground drainage, cast iron downspout boots or splash-blocks.

We propose the above for the amount of \$23,208 (Recreation Building)

Should you have any questions or require additional information please contact us.

Thank You

A handwritten signature in black ink, appearing to read "Bill Kirby", is written over a horizontal line.

Bill Kirby
Vice President

Cc: Terry K. Buckner

3635 ATLANTA HWY., SUITE 103-310, ALPHARETTA, GA 30004-3932
770-667-9128 TEL • 770-667-8926 FAX

EXHIBIT "D"

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF GEORGIA

COUNTY OF CHEROKEE

Terry K. Buckner, being first duly sworn, deposes and says that:

(1) He is President (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting their preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

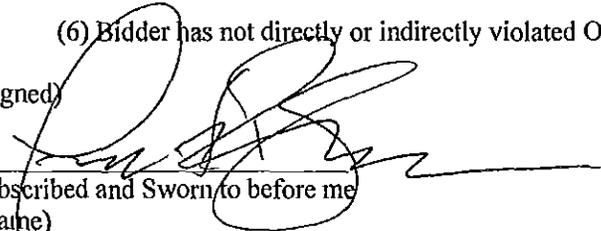
(3) Such Bid is genuine and is not a collusive of sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cherokee County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(6) Bidder has not directly or indirectly violated O.C.G.A. § 36-91-21(d).

(Signed)

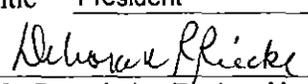

Subscribed and Sworn to before me

(Name)

Terry K. Buckner

this 4th day of November, ~~200~~ 2011 .

Title President


My Commission Expires May 9, 2015

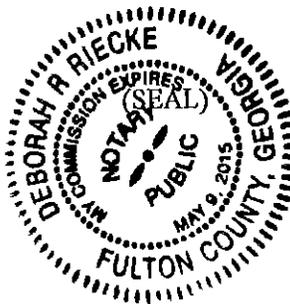


EXHIBIT "F"

STATE OF GEORGIA

COUNTY OF CHEROKEE

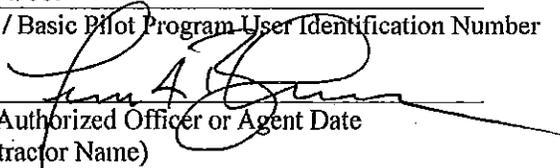
CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit "1." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County at the time the subcontractor(s) is retained to perform such service.

BTER7037

EEV / Basic Pilot Program User Identification Number


BY: Authorized Officer or Agent Date
(Contractor Name)

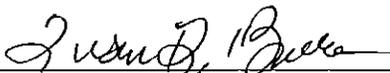
President

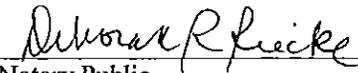
Title of Authorized Officer or Agent of Contractor

Terry K. Buckner

Printed Name of Authorized Officer or Agent

SIGNED, SEALED, AND DELIVERED
in the presence of:


Witness


Notary Public

[NOTARY SEAL]

My Commission Expires:
May 9, 2015



Cherokee County, Georgia
Agenda Request

CM 2

SUBJECT: DECA 24Hr Maintenance Contract

MEETING DATE: Dec. 06, 2011

SUBMITTED BY: Chris Collett

COMMISSION ACTION REQUESTED:

Approval to enter into a contract with DECA, AMR Business Products, Inc. of Marietta, GA to provide software support and maintenance for the 24-Hour Recording Equipment in the 9-1-1 Center.

FACTS AND ISSUES:

There has been no change in the contract rate from last year. This fee includes service, support, remote and on-site repair, labor and 24/7 monitoring of the equipment

BUDGET:

Budgeted Amount:	\$8,100.00	Account Name: <u>Non Asset Computers</u>
Amount Encumbered:	\$ na	Account #: <u>2800000-531660</u>
Amount Spent to Date:	\$ na	
Amount Requested:	\$8,100.00	
Remaining Budget:	\$ na	
Budget Adjustment Necessary:	<u>No</u>	

ADMINISTRATIVE RECOMMENDATION:

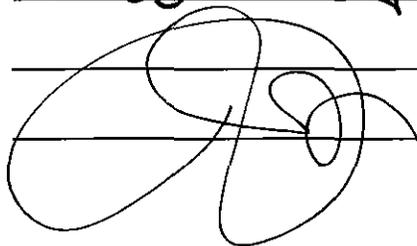
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	PRODUCER DENNIS HAVIG STATE FARM INSURANCE 5150 STILESBORO RD STE 330 KENNESAW, GA 30152	CONTACT NAME: DENNIS HAVIG PHONE (A/C, No. Ext): 770 421 8300 FAX (A/C, No.): 770 421 0972 E-MAIL ADDRESS: dennis.havig.b66@statefarm.com													
	INSURED AMR BUSINESS PRODUCTS INC 850 CHASTAIN CORNER MARIETTA, GA 30066-2661	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: STATE FARM FIRE AND CASUALTY</td> <td>25143</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: STATE FARM FIRE AND CASUALTY	25143	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		91-26-6248-6	02/15/2011	02/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Ary one person) \$ 6,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BUSN PROP \$ 269,300
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> ENOL <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		259 4964-F22-11A	06/22/2011	06/22/2012	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ A 500/500/500 \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		91-26-9098-0	09/12/2011	09/12/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	91-BY-A949-2	02/15/2011	02/15/2012	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	<input type="checkbox"/> FIDELITY BOND		91-ES-4961-0	11/15/2010	11/15/2011	BOND AMOUNT 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CHEROKEE COUNTY GEORGIA 1130 BLUFFS PKWY CANTON, GA 30114 CHEROKEE COUNTY E-911 150 CHATTIN DR CANTON, GA 30115	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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1001486 132849.6 11-15-2010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2011

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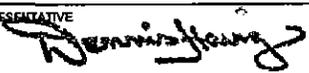
PRODUCER  DENNIS HAVIG STATE FARM INSURANCE 5150 STILESBORO RD STE 330 KENNESAW, GA 30152	CONTACT NAME: DENNIS HAVIG PHONE (A/C No. Ext): 770 421 8300 FAX (A/C No.): 770 421 0972 E-MAIL ADDRESS: dennis.havig.b66@statefarm.com	
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	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			91-26-6246-6	02/15/2011	02/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BUSN PROP \$ 269,300
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> ENOL			259 4984-F22-11A	06/22/2011	06/22/2012	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ A 500/500/500 \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			91-26-8098-0	09/12/2011	09/12/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			91-BY-A949-2	02/16/2011	02/16/2012	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
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ACORD 25 (2010/05)

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1001486 132849 6 11-15-2010

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 1st day of JANUARY, 2012, 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 DECA, a business, ("Consultant"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as GMS (the "Work"); 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; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

MAINTENANCE Contract for 911 Recorder

B. The Work

The Work to be completed under this Agreement (the "Work") consists of Service, Support, Remote + ON site repair, includes labor, parts SW+HW
24/7 MONITORING

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt

and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before 9-30-2012. *This is A Renewable Contract*

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 services performed and costs incurred by Consultant upon certification by the County that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, 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 services performed and reimbursement for costs incurred shall not, in any case, exceed \$ 8,100.00, except as outlined in Section II(C) above. The compensation for
(Pro Rated)

services performed shall be based upon ANNUAL [specify hourly rate, flat fee, or other basis] FLAT fee.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

Consultant accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the services 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 services 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 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 of Submissions by the County

Consultant must have timely information and input from the County in order to perform the services 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

DECA Technical Staff 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 services rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, 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. 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 any of its agents or employees, 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 and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

H. Independent Contractor

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services 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 services; hiring of Consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

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

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

(a) Comprehensive General Liability of \$1,000,000 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 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 limit for claims arising out of professional services 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 per accident.

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

(i) The County, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.

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

(iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(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 agrees to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for

losses arising from work performed by the Consultant for the County.

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

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

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

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

Consultant shall include all subcontractors as insured 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 insured.

(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.

J. Records, Reports and Audits *Our Contract is based on a flat Rate*



(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.

K. Conflicts of Interest

Consultant covenants and declares that, other than this Agreement, it has no holdings or interests within the County, nor business holdings or agreements with any

official, employee or other representative of the County. For the duration of this Agreement, in the event the Consultant or its principals, agents or employees acquire such a holding, interest or agreement within the County or with any official, employee or representative of the County in the future, the Consultant will immediately notify the County of such holding, interest or agreement in writing. Moreover, Consultant agrees that it shall not otherwise engage in any activity or conduct that would be in violation of the Cherokee County Code of Ethics.

L. 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.

M. Compliance with Laws Regulating Illegal Aliens

The United States Congress enacted the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, which required the former Immigration and Naturalization Service (now the Department of Homeland Security) to establish a system for verifying the immigration status of non-citizen applicants for, and recipients of, certain types of federally funded benefits, and to make the system available to Federal, State, and local benefit-issuing agencies and institutions that administer such benefits.

The Consultant covenants and declares that it is enrolled in and has verified the employment eligibility of all its employees utilizing the Basic Employment Verification Pilot Program and shall provide documentation prior to commencing work under this agreement, in a form acceptable to Cherokee County, affirming the contractor's enrollment and participation in the Basic Employment Verification Pilot.

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 services 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 "A" are necessary for the successful prosecution 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 "A", without written approval of the County. Consultant recognizes that the composition of this team was instrumental in the County's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. Authority to Contract

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

Q. Ownership of Work

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

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to 911 Center, in order for Consultant to complete the Work.

B. County's Representative

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

VI. TERMINATION

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

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

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

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

VII. NO PERSONAL LIABILITY

No member, official or employee of the County 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.

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.

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 Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Priscilla Bridges for the County and Dennis White for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

County Manager
Cherokee County Board of Commissioners
90 North Street, Suite 310
Canton, Georgia 30114

NOTICE TO THE CONSULTANT shall be sent to:

850 Chastain Corner, Marietta, GA 30066

XIV. WAIVER OF AGREEMENT

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XV. 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.

XVI. FORCE MAJEURE

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

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

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

CONSULTANT:

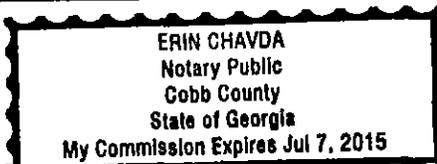
DECA
By: Jay R. Risher
Its: President

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Andrew P. Bell
Witness
Erin Chavda
Notary Public

[NOTARY SEAL]



My Commission Expires
July 7, 2015

CHEROKEE COUNTY

By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

STATE OF GEORGIA

COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this Affidavit and Agreement, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor, in connection with the physical performance of services pursuant to the contract/purchase order with Cherokee County, Contractor will secure from such sub-contractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit and Agreement provided in Rule 300-10-01-.08 and attached hereto as Exhibit A to this Contractor Affidavit and Agreement. Contractor further agrees to maintain records of such compliance and provide a copy of each such compliance and provide a copy to Cherokee County at the time the sub-contractor(s) is retained to perform and/or provide such service.

For further information or to obtain an E-Verify Identification Number please reference the E-Verify Home Page on the U.S. Citizenship and Immigration Services website at: <http://www.uscis.gov>.

RGAR1136

E-Verify Basic Pilot Program User Identification Number



BY: Authorized Officer or Agent of Contractor (Signature)

President

Title of Authorized Officer or Agent of Contractor

Joy Rhodes

Printed Name of Authorized Officer or Agent of Contractor


Witness

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:



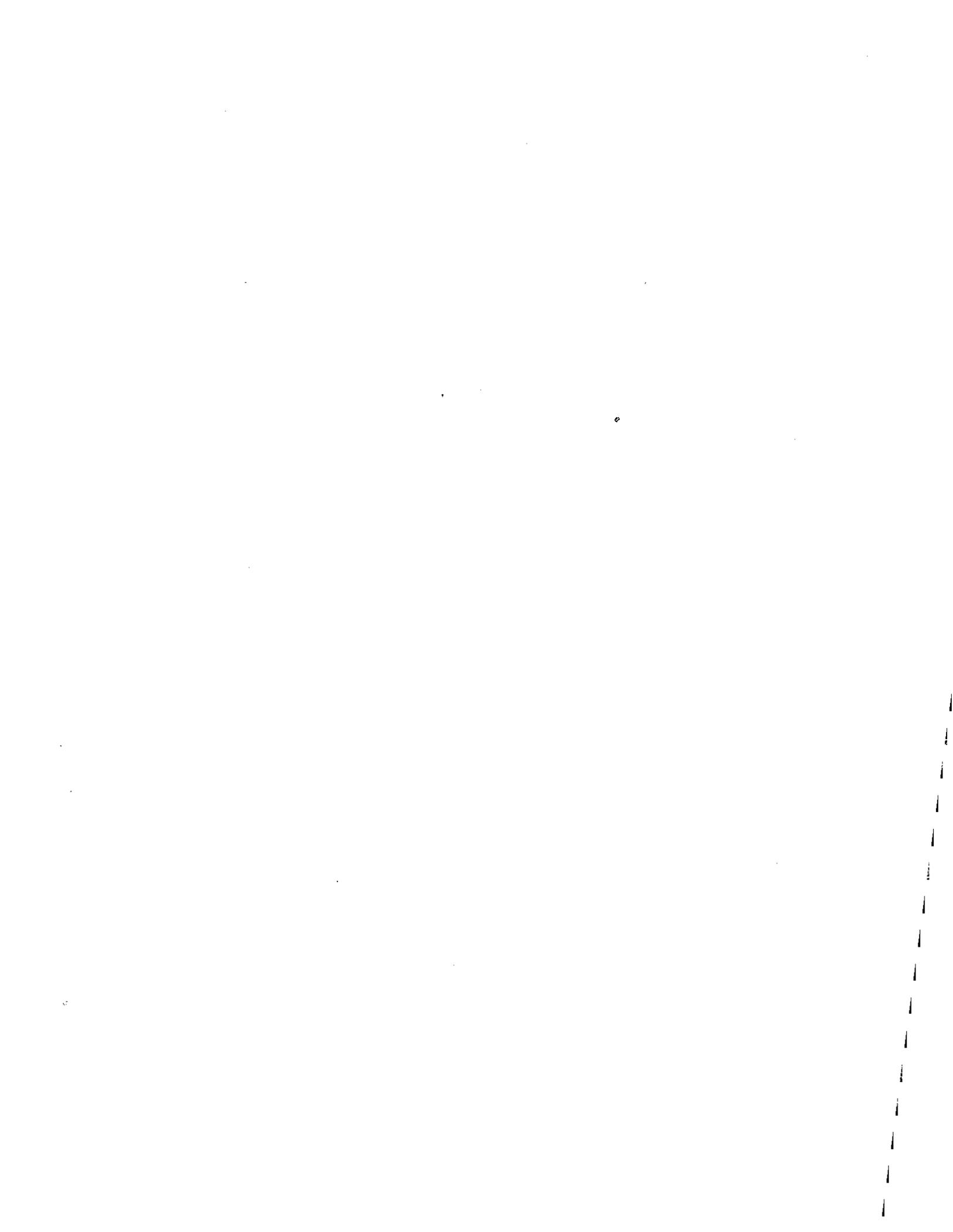
[NOTARY SEAL]

Notary Public

My Commission Expires:

July 7, 2015

ERIN CHAVDA
Notary Public
Cobb County
State of Georgia
My Commission Expires Jul 7, 2015



Cherokee County, Georgia Agenda Request

Agenda No.
CM 3

SUBJECT: Acceptance of Various Streets

MEETING DATE: November 15, 2011

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider acceptance of approximately 11 streets (2.17 miles) throughout Cherokee County that have not been formally accepted for County maintenance.

FACTS AND ISSUES:

All of these roadways are currently maintained by the County, however, there was never a resolution passed formally accepting them.

Ridge Mill, Phase 2A – Oakside Place -	0.23 miles
Lenore Place – Lenore Place -	0.04 miles
Bridle Ridge – Bridle Ridge Lane -	0.45 miles
Bridle Ridge Court -	0.09 miles
Belmont Trace - Belmont Way -	0.13 miles
Ascot Lane -	0.48 miles
Kingland Street -	0.16 miles
Fernwood Creek - Fernwood Drive -	0.39 miles
Fernwood Place -	0.15 miles
Moss Court -	0.05 miles

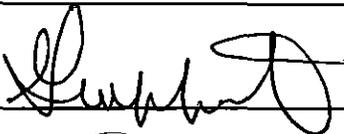
BUDGET:

ADMINISTRATIVE RECOMMENDATION:

Acceptance of approximately 11 streets (2.17 miles) throughout Cherokee County that have not been formally accepted for County maintenance.

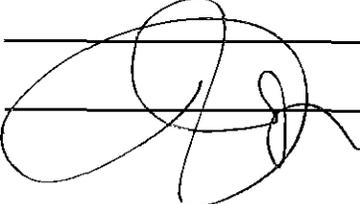
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:



RESOLUTION _____

A **Resolution** accepting the streets or portions of streets within the following developments for County Maintenance:

Ridge Mill, Phase 2A subdivision:	Oakside Place -	0.23 miles
Lenore Place subdivision:	Lenore Place -	0.04 miles
Bridle Ridge subdivision:	Bridle Ridge Lane -	0.45 miles
	Bridle Ridge Court -	0.09 miles
Belmont Trace subdivision:	Belmont Way -	0.13 miles
	Ascot Lane -	0.48 miles
	Kingland Street -	0.16 miles
Fernwood Creek subdivision:	Fernwood Drive -	0.39 miles
	Fernwood Place -	0.15 miles
	Moss Court -	0.05 miles

Whereas, it is hereby found and determined that the above referenced streets meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that:

Ridge Mill, Phase 2A subdivision:	Oakside Place -	0.23 miles
Lenore Place subdivision:	Lenore Place -	0.04 miles
Bridle Ridge subdivision:	Bridle Ridge Lane -	0.45 miles
	Bridle Ridge Court -	0.09 miles
Belmont Trace subdivision:	Belmont Way -	0.13 miles
	Ascot Lane -	0.48 miles
	Kingland Street -	0.16 miles
Fernwood Creek subdivision:	Fernwood Drive -	0.39 miles
	Fernwood Place -	0.15 miles
	Moss Court -	0.05 miles

All located in Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2011

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



District 6, Road Inventory
P.O. Box 10
Cartersville, GA 30120

NOTIFICATION OF LOCAL ROAD ACTIVITY

In conformance with the Georgia Code of Public Transportation Title 32, this document does hereby serve as notification that a road known as:

Oakside Place
Road Name

Was recognized on November-16- 2011

by the County of: Cherokee

That is located near to or within

Ridge Mill Phase 2A

Nearest Intersection/Subdivision Name:

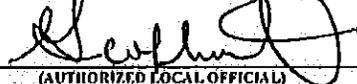
The following road modification was made: (check where applicable)

- New Route Addition Extend Existing Route Shorten Existing Route
- Abandonment of Existing Route Relocation of Existing Route Resurfacing
- Major Widening (add lanes) Minor Widening (add width)
- Name Change
- Other Road Modifications-Specify:

A map or plat has been enclosed depicting the location of said route.

In accordance with O.C.G. 32-7-2 for the purpose of abandoning the road named above, all documentation has been enclosed including a map or plat depicting the location and alignment of said road.

Upon signature by local representative, this document shall be the official notification that said local government fully recognizes the addition, modification or abandonment of the named road and specified activities will be recorded by the Georgia Department of Transportation.

BY 
(AUTHORIZED LOCAL OFFICIAL)

Geoffery E. Morton, P.E.
PRINT NAME

County Engineer
TITLE

Georgia Department of Transportation, Road Inventory Use Only:

Route Type _____ Route Number _____ Suffix _____ Length _____



District 6, Road Inventory
P.O. Box 10
Cartersville, GA 30120

NOTIFICATION OF LOCAL ROAD ACTIVITY

In conformance with the Georgia Code of Public Transportation Title 32, this document does hereby serve as notification that a road known as:

Lenore Place
Road Name

Was recognized on November-16- 2011

by the County of: Cherokee

That is located near to or within
Lenore Place

Nearest Intersection/Subdivision Name:

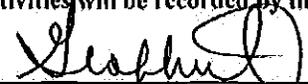
The following road modification was made: (check where applicable)

- New Route Addition Extend Existing Route Shorten Existing Route
- Abandonment of Existing Route Relocation of Existing Route Resurfacing
- Major Widening (add lanes) Minor Widening (add width)
- Name Change
- Other Road Modifications-Specify:

A map or plat has been enclosed depicting the location of said route.

In accordance with O.C.G. 32-7-2 for the purpose of abandoning the road named above, all documentation has been enclosed including a map or plat depicting the location and alignment of said road.

Upon signature by local representative, this document shall be the official notification that said local government fully recognizes the addition, modification or abandonment of the named road and specified activities will be recorded by the Georgia Department of Transportation.

BY 
(AUTHORIZED LOCAL OFFICIAL)

Geoffery E. Morton, P.E.
PRINT NAME

County Engineer
TITLE

Georgia Department of Transportation, Road Inventory Use Only:

Route Type _____ Route Number _____ Suffix _____ Length _____



District 6, Road Inventory
P.O. Box 10
Cartersville, GA 30120

NOTIFICATION OF LOCAL ROAD ACTIVITY

In conformance with the Georgia Code of Public Transportation Title 32, this document does hereby serve as notification that a road known as:

Brindle Ridge Court
Road Name

Was recognized on November-16- 2011

by the County of: Cherokee

That is located near to or within
Brindle Ridge

Nearest Intersection/Subdivision Name:

The following road modification was made: (check where applicable)

New Route Addition Extend Existing Route Shorten Existing Route

Abandonment of Existing Route Relocation of Existing Route Resurfacing

Major Widening (add lanes) Minor Widening (add width)

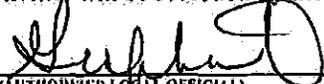
Name Change

Other Road Modifications-Specify:

A map or plat has been enclosed depicting the location of said route.

In accordance with O.C.G. 32-7-2 for the purpose of abandoning the road named above, all documentation has been enclosed including a map or plat depicting the location and alignment of said road.

Upon signature by local representative, this document shall be the official notification that said local government fully recognizes the addition, modification or abandonment of the named road and specified activities will be recorded by the Georgia Department of Transportation.

BY 
(AUTHORIZED LOCAL OFFICIAL)

Geoffery E. Morton, P.E.
PRINT NAME

County Engineer
TITLE

Georgia Department of Transportation, Road Inventory Use Only:

Route Type _____ Route Number _____ Suffix _____ Length _____



District 6, Road Inventory
P.O. Box 10
Cartersville, GA 30120

NOTIFICATION OF LOCAL ROAD ACTIVITY

In conformance with the Georgia Code of Public Transportation Title 32, this document does hereby serve as notification that a road known as:

Brindle Ridge Lane

Road Name

Was recognized on November-16- 2011

by the County of: Cherokee

That is located near to or within

Brindle Ridge

Nearest Intersection/Subdivision Name:

The following road modification was made: (check where applicable)

New Route Addition Extend Existing Route Shorten Existing Route

Abandonment of Existing Route Relocation of Existing Route Resurfacing

Major Widening (add lanes) Minor Widening (add width)

Name Change

Other Road Modifications-Specify:

A map or plat has been enclosed depicting the location of said route.

In accordance with O.C.G. 32-7-2 for the purpose of abandoning the road named above, all documentation has been enclosed including a map or plat depicting the location and alignment of said road.

Upon signature by local representative, this document shall be the official notification that said local government fully recognizes the addition, modification or abandonment of the named road and specified activities will be recorded by the Georgia Department of Transportation.

BY

(AUTHORIZED LOCAL OFFICIAL)

Geoffery E. Morton, P.E.

PRINT NAME

County Engineer

TITLE

Georgia Department of Transportation, Road Inventory Use Only:

Route Type _____ Route Number _____ Suffix _____ Length _____



District 6, Road Inventory
P.O. Box 10
Cartersville, GA 30120

NOTIFICATION OF LOCAL ROAD ACTIVITY

In conformance with the Georgia Code of Public Transportation Title 32, this document does hereby serve as notification that a road known as:

Belmont Way
Road Name

Was recognized on November-16- 2011

by the County of: Cherokee

That is located near to or within

Belmont Trace Unit I
Nearest Intersection/Subdivision Name:

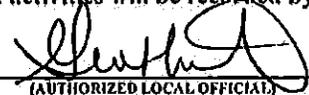
The following road modification was made: (check where applicable)

- New Route Addition Extend Existing Route Shorten Existing Route
- Abandonment of Existing Route Relocation of Existing Route Resurfacing
- Major Widening (add lanes) Minor Widening (add width)
- Name Change
- Other Road Modifications-Specify:

A map or plat has been enclosed depicting the location of said route.

In accordance with O.C.G. 32-7-2 for the purpose of abandoning the road named above, all documentation has been enclosed including a map or plat depicting the location and alignment of said road.

Upon signature by local representative, this document shall be the official notification that said local government fully recognizes the addition, modification or abandonment of the named road and specified activities will be recorded by the Georgia Department of Transportation.

BY 
(AUTHORIZED LOCAL OFFICIAL)

Geoffery E. Morton, P.E.
PRINT NAME

County Engineer
TITLE

Georgia Department of Transportation, Road Inventory Use Only:

Route Type _____ Route Number _____ Suffix _____ Length _____



District 6, Road Inventory
P.O. Box 10
Cartersville, GA 30120

NOTIFICATION OF LOCAL ROAD ACTIVITY

In conformance with the Georgia Code of Public Transportation Title 32, this document does hereby serve as notification that a road known as:

Ascot Lane
Road Name

Was recognized on November-16- 2011

by the County of: Cherokee

That is located near to or within

Belmont Trace Unit 1
Nearest Intersection/Subdivision Name:

The following road modification was made: (check where applicable)

- New Route Addition Extend Existing Route Shorten Existing Route
- Abandonment of Existing Route Relocation of Existing Route Resurfacing
- Major Widening (add lanes) Minor Widening (add width)
- Name Change
- Other Road Modifications-Specify:

A map or plat has been enclosed depicting the location of said route.

In accordance with O.C.G. 32-7-2 for the purpose of abandoning the road named above, all documentation has been enclosed including a map or plat depicting the location and alignment of said road.

Upon signature by local representative, this document shall be the official notification that said local government fully recognizes the addition, modification or abandonment of the named road and specified activities will be recorded by the Georgia Department of Transportation.

BY 
(AUTHORIZED LOCAL OFFICIAL)

Geoffery E. Morton, P.E.
PRINT NAME

County Engineer
TITLE

Georgia Department of Transportation, Road Inventory Use Only:

Route Type _____ Route Number _____ Suffix _____ Length _____



District 6, Road Inventory
P.O. Box 10
Cartersville, GA 30120

NOTIFICATION OF LOCAL ROAD ACTIVITY

In conformance with the Georgia Code of Public Transportation Title 32, this document does hereby serve as notification that a road known as:

Kingland Street
Road Name

Was recognized on November-16-2011

by the County of: Cherokee

That is located near to or within

Belmont Trace Unit 1

Nearest Intersection/Subdivision Name:

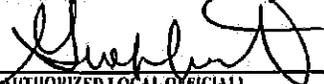
The following road modification was made: (check where applicable)

- New Route Addition Extend Existing Route Shorten Existing Route
- Abandonment of Existing Route Relocation of Existing Route Resurfacing
- Major Widening (add lanes) Minor Widening (add width)
- Name Change
- Other Road Modifications-Specify:

A map or plat has been enclosed depicting the location of said route.

In accordance with O.C.G. 32-7-2 for the purpose of abandoning the road named above, all documentation has been enclosed including a map or plat depicting the location and alignment of said road.

Upon signature by local representative, this document shall be the official notification that said local government fully recognizes the addition, modification or abandonment of the named road and specified activities will be recorded by the Georgia Department of Transportation.

BY 
AUTHORIZED LOCAL OFFICIAL

Geoffery E. Morton, P.E.
PRINT NAME

County Engineer
TITLE

Georgia Department of Transportation, Road Inventory Use Only:

Route Type _____ Route Number _____ Suffix _____ Length _____



District 6, Road Inventory
P.O. Box 10
Cartersville, GA 30120

NOTIFICATION OF LOCAL ROAD ACTIVITY

In conformance with the Georgia Code of Public Transportation Title 32, this document does hereby serve as notification that a road known as:

Ascot Lane
Road Name

Was recognized on November-16- 2011

by the County of: Cherokee

That is located near to or within

Belmont Trace Unit 2

Nearest Intersection/Subdivision Name:

The following road modification was made: (check where applicable)

- New Route Addition Extend Existing Route Shorten Existing Route
- Abandonment of Existing Route Relocation of Existing Route Resurfacing
- Major Widening (add lanes) Minor Widening (add width)
- Name Change
- Other Road Modifications-Specify:

A map or plat has been enclosed depicting the location of said route.

In accordance with O.C.G. 32-7-2 for the purpose of abandoning the road named above, all documentation has been enclosed including a map or plat depicting the location and alignment of said road.

Upon signature by local representative, this document shall be the official notification that said local government fully recognizes the addition, modification or abandonment of the named road and specified activities will be recorded by the Georgia Department of Transportation.

BY 
(AUTHORIZED LOCAL OFFICIAL)

Geoffery E. Morton, P.E.
PRINT NAME

County Engineer
TITLE

Georgia Department of Transportation, Road Inventory Use Only:

Route Type _____ Route Number _____ Suffix _____ Length _____



District 6, Road Inventory
P.O. Box 10
Cartersville, GA 30120

NOTIFICATION OF LOCAL ROAD ACTIVITY

In conformance with the Georgia Code of Public Transportation Title 32, this document does hereby serve as notification that a road known as:

Fernwood Drive
Road Name

Was recognized on November-16-2011

by the County of: Cherokee

That is located near to or within
Fernwood Creek
Nearest Intersection/Subdivision Name:

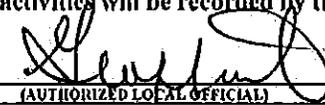
The following road modification was made: (check where applicable)

- New Route Addition Extend Existing Route Shorten Existing Route
- Abandonment of Existing Route Relocation of Existing Route Resurfacing
- Major Widening (add lanes) Minor Widening (add width)
- Name Change
- Other Road Modifications-Specify:

A map or plat has been enclosed depicting the location of said route.

In accordance with O.C.G. 32-7-2 for the purpose of abandoning the road named above, all documentation has been enclosed including a map or plat depicting the location and alignment of said road.

Upon signature by local representative, this document shall be the official notification that said local government fully recognizes the addition, modification or abandonment of the named road and specified activities will be recorded by the Georgia Department of Transportation.

BY 
(AUTHORIZED LOCAL OFFICIAL)

Geoffery E. Morton, P.E.
PRINT NAME

County Engineer
TITLE

Georgia Department of Transportation, Road Inventory Use Only:

Route Type _____ Route Number _____ Suffix _____ Length _____



District 6, Road Inventory
P.O. Box 10
Cartersville, GA 30120

NOTIFICATION OF LOCAL ROAD ACTIVITY

In conformance with the Georgia Code of Public Transportation Title 32, this document does hereby serve as notification that a road known as:

Fernwood Place
Road Name

Was recognized on November-16-2011

by the County of: Cherokee

That is located near to or within

Fernwood Creek
Nearest Intersection/Subdivision Name:

The following road modification was made: (check where applicable)

- New Route Addition Extend Existing Route Shorten Existing Route
- Abandonment of Existing Route Relocation of Existing Route Resurfacing
- Major Widening (add lanes) Minor Widening (add width)
- Name Change
- Other Road Modifications-Specify:
- A map or plat has been enclosed depicting the location of said route.

In accordance with O.C.G. 32-7-2 for the purpose of abandoning the road named above, all documentation has been enclosed including a map or plat depicting the location and alignment of said road.

Upon signature by local representative, this document shall be the official notification that said local government fully recognizes the addition, modification or abandonment of the named road and specified activities will be recorded by the Georgia Department of Transportation.

BY 
(AUTHORIZED LOCAL OFFICIAL)

Geoffery E. Morton, P.E.
PRINT NAME

County Engineer
TITLE

Georgia Department of Transportation, Road Inventory Use Only:

Route Type _____ Route Number _____ Suffix _____ Length _____



District 6, Road Inventory
P.O. Box 10
Cartersville, GA 30120

NOTIFICATION OF LOCAL ROAD ACTIVITY

In conformance with the Georgia Code of Public Transportation Title 32, this document does hereby serve as notification that a road known as:

Moss Court
Road Name

Was recognized on November-16- 2011

by the County of: Cherokee

That is located near to or within

Fernwood Creek
Nearest Intersection/Subdivision Name:

The following road modification was made: (check where applicable)

- New Route Addition Extend Existing Route Shorten Existing Route
- Abandonment of Existing Route Relocation of Existing Route Resurfacing
- Major Widening (add lanes) Minor Widening (add width)
- Name Change
- Other Road Modifications-Specify:
- A map or plat has been enclosed depicting the location of said route.

In accordance with O.C.G. 32-7-2 for the purpose of abandoning the road named above, all documentation has been enclosed including a map or plat depicting the location and alignment of said road.

Upon signature by local representative, this document shall be the official notification that said local government fully recognizes the addition, modification or abandonment of the named road and specified activities will be recorded by the Georgia Department of Transportation.

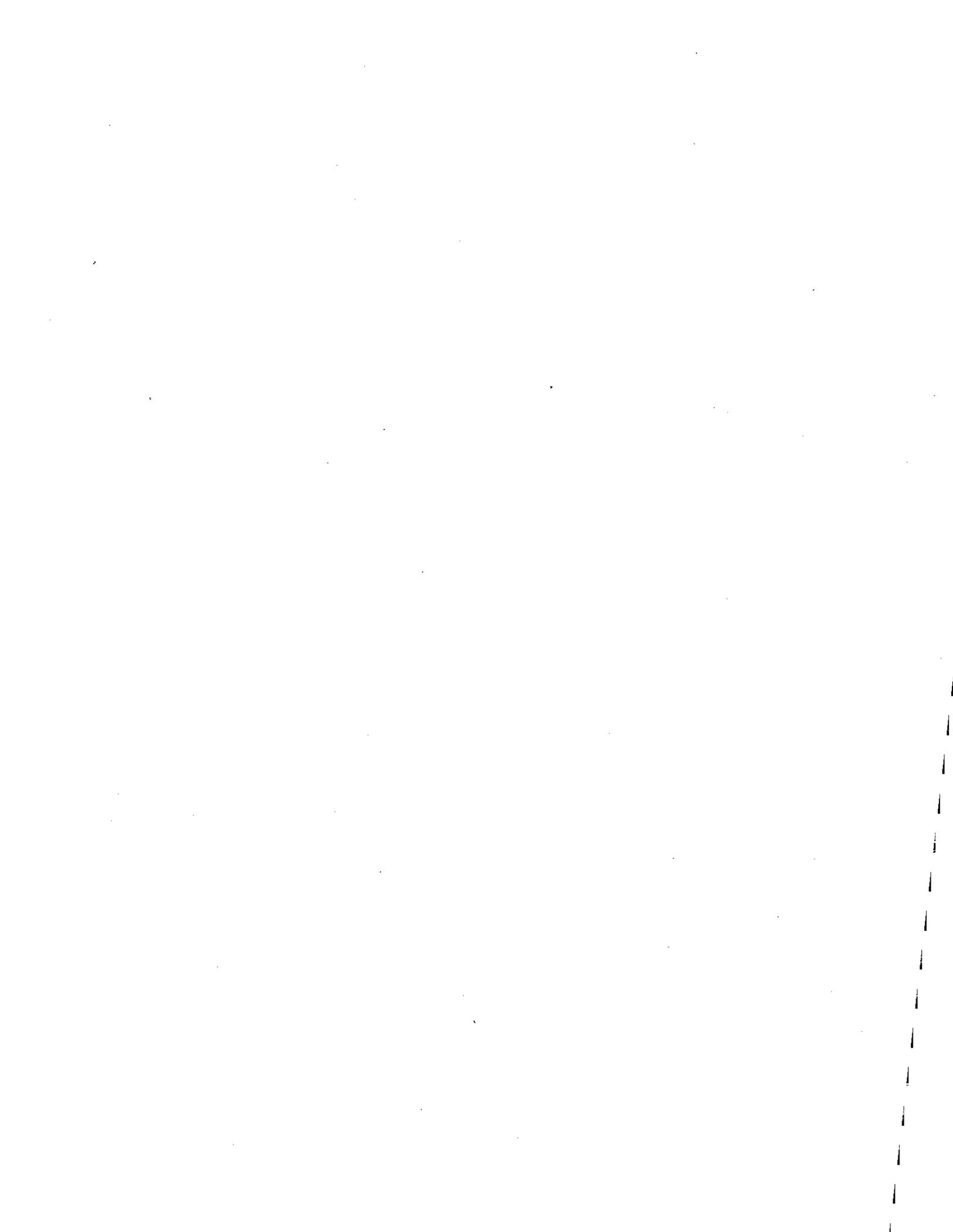
BY 
(AUTHORIZED LOCAL OFFICIAL)

Geoffery E. Morton, P.E.
PRINT NAME

County Engineer
TITLE

Georgia Department of Transportation, Road Inventory Use Only:

Route Type _____ Route Number _____ Suffix _____ Length _____



Cherokee County, Georgia Agenda Request

Agenda No.

CM4

SUBJECT: Memorandum of Agreement
With Ancient Oaks Landscaping, Inc.
To provide Landscaping and Maintenance
Of the Wade Green Road Welcome Sign

MEETING DATE: November 15, 2011

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of approval of Memorandum of Agreement between Cherokee County and Ancient Oaks Landscaping, Inc., to provide landscaping and maintenance around the welcome sign on Wade Green Road.

FACTS AND ISSUES

Under the Wade Green Road Enhancement project a Welcome to Cherokee County sign was constructed at the boundary with Cobb County. It is the County's desire to keep the area around the Welcome sign neatly maintained and landscaped.

The owner of Ancient Oaks Landscaping is a Cherokee County resident and landscaper that possesses the staff and equipment to provide such maintenance and landscaping for the County and he desires to provide such maintenance and landscaping at the sign for the County.

Per the MOA, attached and approved by the landscaper, the following shall be provided:

1. The landscaper shall provide year round landscape maintenance and planting around the Welcome Sign.
2. The landscaper has determined that the cost to provide the work is \$3,340.00, annually.
3. The landscaper has requested, in lieu of payment for the work, he be allowed to erect a sign, measuring 30" wide by 36" high displaying his logo, next to the Welcome Sign for the duration of the work. The size, design and wording of the sign shall be approved by Cherokee County prior to its installation.
4. The duration of the MOA is 12 months.

BUDGET:

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

ADMINISTRATIVE RECOMMENDATION:

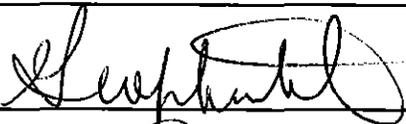
Approval of Memorandum of Agreement between Cherokee County and Ancient Oaks Landscaping, Inc., to provide landscaping and maintenance around the welcome sign on Wade Green Road.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:





**STATE OF GEORGIA
COUNTY OF CHEROKEE**

**MEMORANDUM OF AGREEMENT
FOR ANCIENT OAKS LANDSCAPING, INC.
TO PROVIDE LANDSCAPING AND MAINTENANCE
FOR AREA AROUND WELCOME SIGN ON WADE GREEN ROAD**

THIS AGREEMENT entered into between Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the "County" and Ancient Oaks Landscaping, Inc, a Georgia Corporation, hereinafter referred to as the "Landscaper."

WITNESSETH

WHEREAS, the County, has constructed a Welcome Sign on Wade Green Road at the boundary with Cobb County; and

WHEREAS, the County, desires to keep the area around the Welcome sign neatly maintained and landscaped; and

WHEREAS, the Landscaper possesses the staff and equipment to provide such maintenance and landscaping for the County and desires to provide such maintenance and landscaping for the County; and

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the County and the Landscaper as follows;

SERVICES; FEES

1.1 The Landscaper, shall provide year round landscape maintenance and planting around the Welcome Sign (the "Work").

1.2 The Landscaper has determined that the cost to provide the Work is \$3,340.00.

1.3 The Landscaper has requested, in lieu of payment for the Work, he be allowed to erect a sign, measuring 30" wide by 36" high displaying his logo, next to the Welcome Sign for the duration of the Work. The size, design and wording of the sign shall be approved by Cherokee County prior to its installation.

1.4 The Landscaper's proposal, dated June 14, 2011, is attached hereto for reference, as Exhibit "A."

TERM; TERMINATION

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue for 12 months thereafter.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Party.

NOTICES

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

Landscaper:

Jeff Barbier
Ancient Oaks Landscaping
5135 Willow Tarn
Acworth, Georgia 30102

Cherokee County:

Geoffrey E. Morton
Public Works Agency Director
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

GENERAL PROVISIONS OF THIS AGREEMENT

5.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

5.2 No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this License.

5.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

5.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

5.5 This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect to the Project; no member, officer, employee, representative or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties.

AUTHORITY TO ENTER INTO AGREEMENT

Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

HOLD HARMLESS

The Landscaper does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the County's performance of its obligations under this Agreement.

EMPLOYEMENT OF UNAUTHORIZED ALIENS PROHIBITED

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 the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "B" and "C" (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 Contractor's subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

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

Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

Contractor agrees that, in the event the Contractor employs or contracts with any

subcontractor(s) in connection with this Agreement, the Contractor 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.

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 7 day of NOVEMBER, 2011.

Ancient Oaks Landscaping, Inc.

Cherokee County

Jeff Barbier

By: Jeff Barbier

By: L. B. Aherns, Jr., Chairman

Attest:

J. Wendt
Notary (Seal)

Attest:

County Clerk (Seal)

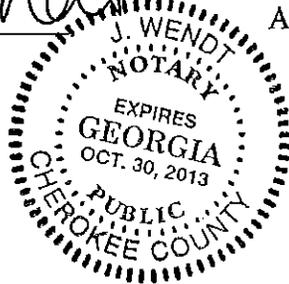


EXHIBIT A

(Landscape's Proposal dated June 14, 2011)

5135 Willow Tarn
Acworth, GA 30102

June 14, 2011

Mr. Geoff Morton
Cherokee County Public Works
1130 Bluffs Parkway
Canton, GA 30114

Dear Mr. Geoff Morton:

Thank you for giving me the opportunity to present a proposal to you, which offers to provide landscaping and maintenance for the area around the Cherokee County Welcome sign that is located on Wade Green Road. Please contact me on my cell phone with any questions you may have.

Sincerely,



Jeff Barbier
Ancient Oaks Landscaping, Inc.
678-576-3446 Office
678-756-8454 Cell

Ancient Oaks Landscaping

5135 Willow Tarn
Acworth, GA 30102

Estimate

Date	Estimate #
6/9/2011	216

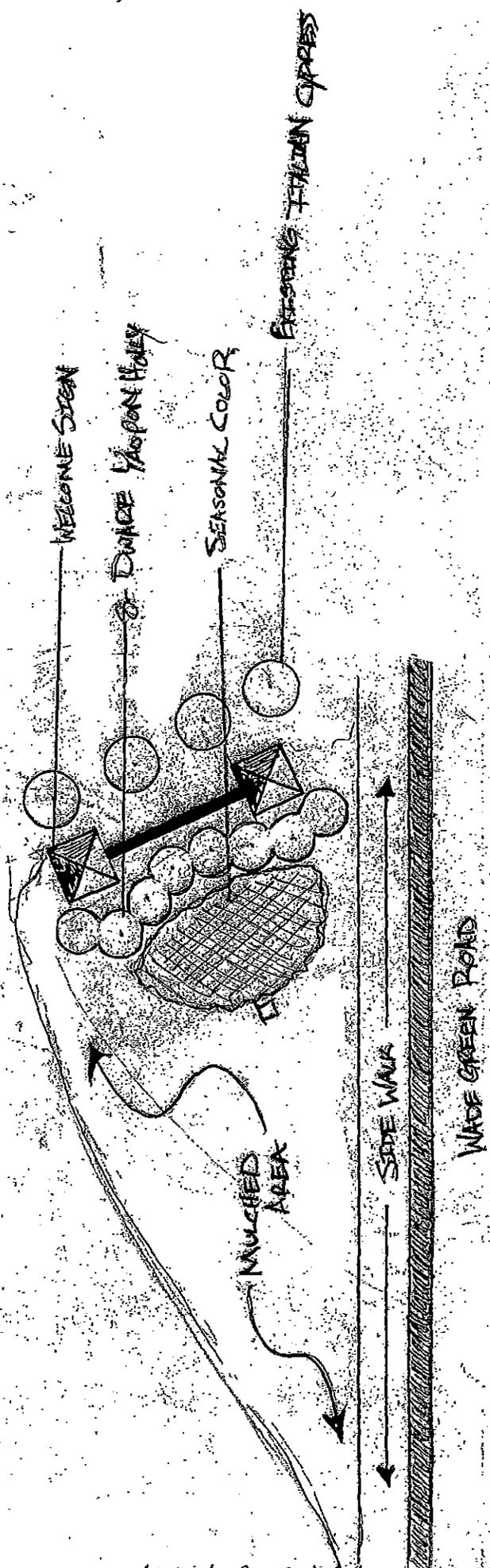
Name / Address
Cherokee Co. Public Works Mr. Geoff Morton 1130 Bluffs Pkwy. Canton, GA 30114

			Project
Description	Qty	Rate	Total
An area approximately 11 feet x 11 feet will be prepared for a planting bed by removing any existing grass and weeds, tilling the area, and adding necessary organic planting soil.		100.00	100.00
3-Gallon Yaupon Holly will be installed.	8	40.00	320.00
Four cubic yards of organic planting soil installed for planting bed	4	60.00	240.00
8 flats (each flat consists of 18 - 4 inch plants) of seasonal annuals installed (1st planting)	8	40.00	320.00
8 flats (each flat consists of 18 - 4 inch plants) of seasonal annuals installed (2nd planting)	8	40.00	320.00
4 cubic yards of Walnut Brown mulch installed	4	60.00	240.00
Sign area will be maintained weekly as needed through out the year. Maintenance will include: weeding, trash pick up, watering, pruning, and fertilization.	34	50.00	1,700.00
A sign measuring 36 inches tall by 30 inches wide displaying Ancient Oaks Landscaping's logo and phone number installed on sight next to the welcome sign for a 12 month period will be accepted as payment in full in lieu of cash.			
Thank you for considering Ancient Oaks Landscaping.		Total	\$3,240.00

Phone #
678-576-3446

E-mail
ancientoaksjeff@gmail.com

EXHIBIT 'A' PAGE 2 OF 4





ANCIENT OAKS
Landscape Services

678-576-3446

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EXHIBIT "B"

**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 contracting with Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit "1." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County at the time the subcontractor(s) is retained to perform such service.

458025
EEV / Basic Pilot Program User Identification Number

J. P. Pulin
BY: Authorized Officer or Agent Date
(Contractor Name)

Owner
Title of Authorized Officer or Agent of Contractor

Jeff Barber
Printed Name of Authorized Officer or Agent

SIGNED, SEALED, AND DELIVERED
in the presence of:

[Signature]
Witness

Keisha Harvey
Notary Public

[NOTARY SEAL]

My Commission Expires:
12-13-14



KEISHA HARVEY
NOTARY PUBLIC
Cherokee County, GA
My Commission Expires
December 13, 2014

EXHIBIT "C"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

N/A

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 and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent Date
(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

Cherokee County, Georgia
Agenda Request

CM 5

SUBJECT: GASB 54 Implementation MEETING DATE: 11/15/2011

SUBMITTED BY: Janelle Funk, CFO

COMMISSION ACTION REQUESTED:

1. Approve Fund Equity Policy
2. Formally commit 100% of Alcoholic Beverage Excise Tax Revenue to the CRPA Fund
3. Formally commit 50% of Landfill Hosting Fees to the Animal Shelter Fund

FACTS AND ISSUES:

GASB 54 requires reporting changes to Fund Balance to ensure reporting is more standard across all governmental entities, and the information is more transparent/useful to readers of financial statements. A Fund Equity Policy defining the classifications and our method to comply is attached. It has been reviewed and approved by our auditors, Mauldin & Jenkins.

GASB 54 also requires that in order to be classified as a Special Revenue Fund, a fund must obtain a majority of its revenue from sources other than transfers from the General Fund.

We are requesting the Board formally commit:

- 100% of Alcoholic Beverage Excise Taxes to the Parks Fund (this is already current practice to assign this revenue to CRPA, but this request is a formal commitment as required by GASB-54), and
- 50% of the Landfill Hosting Fees to the Animal Shelter.

These commitments would ensure the Funds have revenue sources (other than General Fund transfers) covering the majority of operational expenditures, thereby meeting the requirements to remain separate Special Revenue funds.

\$ VALUE

- Estimated 12 month value of Alcoholic Beverage Excise Taxes: \$875,000.
- Estimated 12 month value of Landfill Hosting Fees: \$1,060,000. Estimated 12 month value to be committed to Animal Shelter Fund: \$530,000.

Budget Adjustment Necessary: None

ADMINISTRATIVE RECOMMENDATION: It is recommended that the Board approve the 3 actions requested.

REVIEWED BY:

DEPARTMENT HEAD: Janelle Funk 11.4.2011

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

4. Assigned – Amounts are *intended* to be used for specific purposes. Examples: residual fund balance amounts in Special Revenue funds, Capital Projects and Debt Service Funds.
5. Unassigned – Available for any purpose. Reported only in General Fund, except in cases of negative fund balances.

Changes Under GASB 54 -- Special Revenue Funds

The definition of a Special Revenue fund was also revised in GASB 54. It is:

“Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The term *proceeds of specific revenue sources* establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue funds.

To clarify, in order for a Special Revenue Fund to remain separate from the General Fund it must have a revenue source to fund the majority of its expenditures. The revenue source can be either generated by its operations, or an unrelated source of revenue committed by the highest level of decision-making authority (i.e., Board of Commissioners).

Implementation Requirements

GASB 54 became effective for all fiscal years ending after June 30, 2011. Therefore, we are required to implement changes before December 31, 2011.

The first three items submitted to the Board of Commissioners:

1. Approve Fund Equity Policy – this policy defines the five fund balance categories to be implemented and maintained by the Cherokee County Finance Department. This policy document was provided as a “standard policy” by our auditors, Mauldin & Jenkins.
2. Commit/Designate Alcoholic Beverage Excise Taxes to the CRPA Fund – it is already our current practice to assign these revenues to fund Parks & Recreation operations. However, GASB 54 requires the “highest level of decision-making authority” to designate revenue sources as a firm *commitment* to Special Revenue Funds.
3. Commit/Designate 50% of Landfill Hosting Fees to Fund the Animal Shelter Fund – while these revenues are unrelated to animal shelter operations, in order to keep the Animal Shelter Fund separate from the General Fund, GASB 54 requires the “highest level of decision-making authority” must designate a revenue source as a firm *commitment* to cover the majority of expenditures in a fund. This commitment will not increase the funding to the Animal Shelter – it only commits a revenue source and will thereby reduce the General Fund transfer currently in place to cover this fund.

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Cherokee County Fund Equity Policy

Purpose

The purpose of this policy is to document how Cherokee County will record and report Fund Balance. There are different requirements for Governmental Funds and Proprietary Funds. The policy is approved by our auditors Mauldin & Jenkins and is in compliance with GASB.

Background

In a government there are two major classes of funds, Governmental and Proprietary.

Governmental Funds - Most functions of a typical government are primarily supported by taxes or assessments rather than by user charges. Normally, there is no direct relationship between how much an individual taxpayer pays and the quantity of goods and services that same taxpayer receives. For example, the County does not charge every time the fire truck is sent to a call, likewise we do not charge the victim for the Sheriff to make an arrest.

Proprietary Funds – Functions of proprietary funds operate very similar to private-sector businesses. How much an individual customer pays typically will vary depending upon the quantity of goods or services.

As of November 2011, Cherokee County has two Proprietary Funds: The Conference Center Fund, and the Emergency Services Fund.

Measurement Focus and Reporting Equity – Governmental Funds

Governmental funds measurement focus is based on inflows and outflows of the current financial resources (changes in net expendable assets). Further, changes in net expendable assets must have a near-term impact. Thus inflows are recognized only if they are available to liquidate liabilities of the current period within sixty days of yearend. Similarly, future outflows typically are recognized only if they are a drain on current financial resources. Equity of the Governmental Funds is reflected with the terminology of "Fund Balance".

The Governmental Accounting Standards Board Statement Number 54 (GASB 54) requires five components of fund balance; non-expendable, restricted, committed, assigned, and unassigned.

1. **NON-SPENDABLE FUND BALANCE:** Non-spendable fund balance includes the value of the County's assets that will never be converted to cash. These include but are not limited to prepaid items and inventories. This will also include assets that will not convert to cash soon enough to affect the current period such as long-term receivables and the non-cash assets held for resale such as land.
2. **RESTRICTED FUND BALANCE:** Restricted fund balance includes the value of resources that are limited in how they may be used by external enforceable legal restrictions. This may be the

result of other governments through laws and regulations, grantors or contributions through agreements, creditors through debt covenants or other contracts, and enabling legislation that limits how revenue can be used.

3. **COMMITTED FUND BALANCE:** Committed fund balance includes the value of resources that are limited by the Board of Commissioners. Further the limitation that has been placed on the resources can only be removed by similar action that committed these resources in the fund balance.
4. **ASSIGNED FUND BALANCE:** Assigned fund balance includes resources that the government has intentions for use but are not externally restricted or committed through formal action by the Board of Commissioners. The BOC authorize the CFO to assign these resource values. Examples would be authorizing the purchase orders for goods or services which are under the dollar threshold for BOC's approval.
5. **UNASSIGNED FUND BALANCE:** Unassigned fund balance includes the remaining resources that have not been classified in the above categories. Only the General Fund may have a positive fund balance in this category. All other governmental funds will only have this classification if the remaining resources are negative to balance the fund,

FLOW ASSUMPTION

When both restricted and unrestricted amounts of fund balance are available for use for expenditures incurred, it is the County policy to use restricted amounts first and then unrestricted amounts as they are needed. For unrestricted amounts of fund balance, it is the County's policy to use fund balance in the following order:

- Committed
- Assigned
- Unassigned

Measurement Focus and Reporting Equity – Proprietary Funds

For the Proprietary Funds the focus is the inflows and outflows of economic resources (changes in net assets). Changes in net asset are recognized as soon as the cause of the change occurs, regardless of the timing of the related cash flows. Another way of looking at this is revenues are recognized as soon as they are earned, and expenses are recognized as soon as a liability is incurred. Equity of the Proprietary Funds is reflected with the terminology "Net Assets."

The term Net Assets is the terminology used for the equity of the Proprietary Fund and will also be in the Government-wide financial statements. Net Assets are also broken into three classes; invested in capital net of related debt, restricted, and unrestricted.

1. **INVESTED IN CAPITAL NET OF RELATED DEBT:** Invested in capital net of related debt is equal to the capital assets minus any outstanding balance of any bonds, mortgages, notes or other

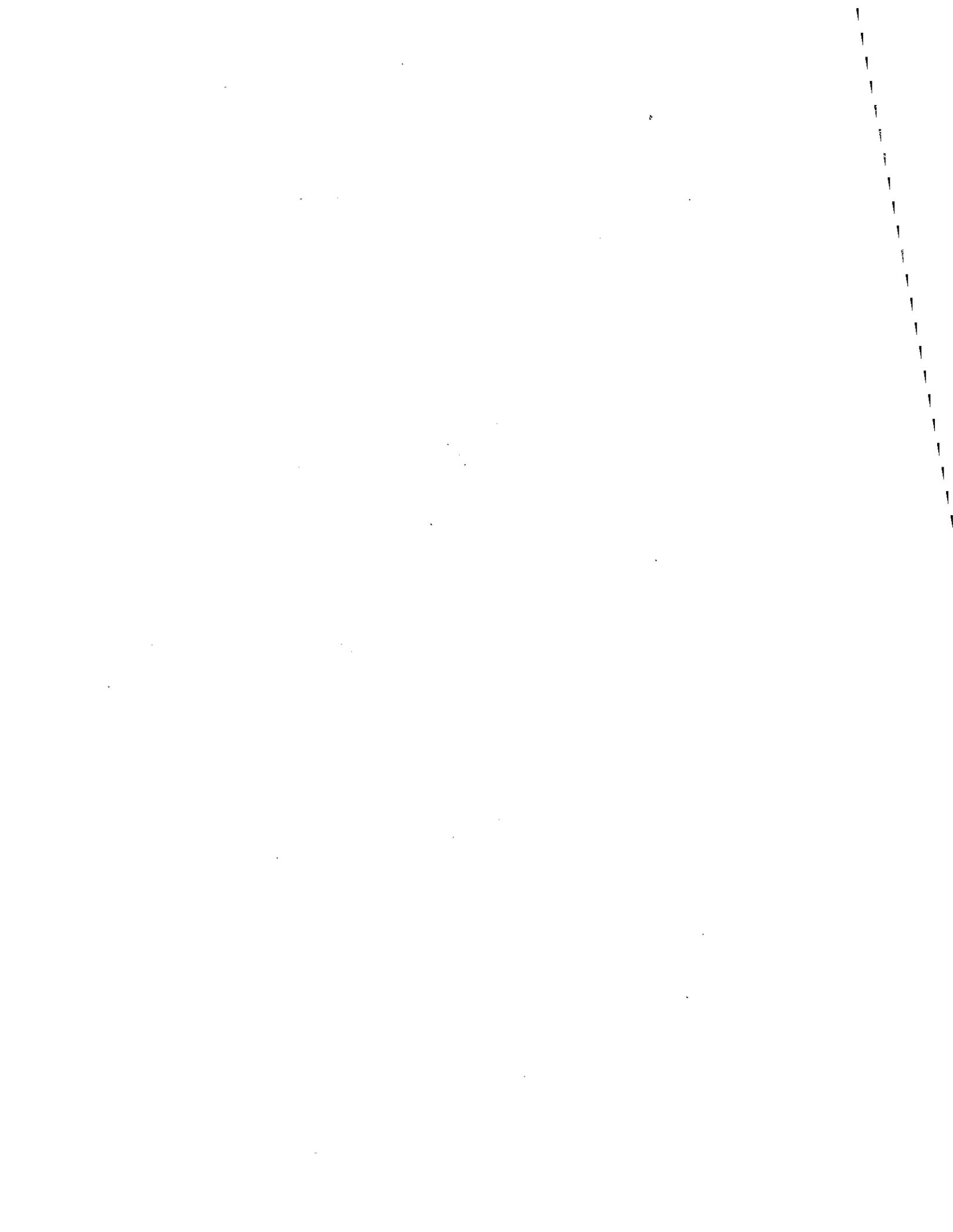
borrowings that are attributable to the acquisition, construction, or improvement of capital assets of the government.

2. **RESTRICTED NET ASSETS:** Restricted net assets include net assets that are not subject solely to the government's own discretion. This category would include resources subject to externally imposed restrictions (creditors, grantors, contributors, laws/regulation of other governments, constitutional provisions.) Restricted net assets cannot report a negative balance. If the liabilities exceed those assets, the excess is to be reported as reduction of unrestricted net assets.
3. **UNRESTRICTED NET ASSETS:** Any remaining balance of net assets is reported as unrestricted net assets.

Cherokee County, Georgia
Proposed Resolution under GASB 54, effective for period ending
December 31, 2011.

1. In accordance with the governmental accounting standard, GASB Statement 54, the BOC recognizes the following five categories of fund balance for financial reporting purposes:
 - a) *Nonspendable Fund Balance* – non-cash assets such as inventories or prepaid items.
 - b) *Restricted Fund Balance* – funds legally restricted for specific purposes, such as grant funds.
 - c) *Committed Fund Balance* – amounts that can only be used for specific purposes pursuant to a formal vote of the BOC.
 - d) *Assigned Fund Balance* – amounts intended by the BOC for specific purposes. The Board can choose to delegate this authority.
 - e) *Unassigned Fund Balance* – residual spendable fund balance after subtracting all above amounts.
2. **Committed Fund Balance.** The BOC, as the government's highest level of decision-making authority, may commit revenue sources and fund balance by a formal vote prior to the government's fiscal year-end for that fiscal year. Future modification or rescission of committed funds must likewise be accomplished by a formal vote of the BOC prior to fiscal year-end.
3. **Assigned Fund Balance.** The BOC expressly delegates to the County Manager, the authority under this policy to assign funds for particular purposes.
4. **Spending Prioritizations:**
 - a) When an expenditure is incurred that would qualify for payment with either restricted or unrestricted funds, it will be paid from restricted funds.
 - b) When an expenditure is incurred that qualifies for payment from either of the three unrestricted fund balance categories, it will be applied in the following order:
 - 1) Committed, 2) Assigned, and 3) Unassigned.
5. Pursuant to the requirements of Accounting Statement 54 of the Governmental Accounting Standards Board (GASB), the BOC hereby commits revenue received by the following Special Revenue funds to be used exclusively for each respective program's operating expenditures:

Animal Shelter Fund:	50% of all Landfill Host Fees
Parks & Recreation Fund:	100% of Alcoholic Beverage Excise Taxes



Cm7

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Aquatic Center

MEETING DATE: November 15, 2011

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

COMMISSION ACTION REQUESTED: Approval to award the construction services contract to **New South Construction Company, Inc.**, the lowest responsible bidder, with the most responsive bid proposal for the work of the project, in the total proposed construction contract sum of **Fifteen Million Six Hundred Eighty-Three Thousand and 00/100 Dollars (\$15,683,000.00.)**

FACTS AND ISSUES: In accordance with procurement requirements of the County, on March 8, 2011, Cherokee County Procurement and Capital Projects issued RFP #2011-13 for the Prequalification and Shortlisting of General Contractor Teams for the Cherokee County Aquatic Center Project. Following the review of the eight proposals submitted on April 11, 2011, and interviews with five of the submitting general contractors, on June 2, 2011, Cherokee County Procurement posted to our web site the final list of the prequalified and shortlisted four general contractors, the three pool contractors and the three HVAC mechanical contractors, and invited these contractors to submit competitive bid proposals for the final design documents prepared by the architectural and engineering team led by Cooper Carry.

On September 27, 2011, the final design Bid Documents were released for competitive bids. On November 2, 2011, competitive Bid Proposals were submitted to the County Procurement Department from all four shortlisted and prequalified general contractors to provide construction services for the proposed new Aquatic Center, to be constructed on property owned by the County at 1200 Gresham Mill Parkway, Holly Springs, Cherokee County, Georgia. A tabulation of all Bid Proposals received is attached and included with this BOC Agenda Request.

Also, as set forth by the procurement requirements of the County to shortlist and prequalify Pool and HVAC Mechanical contractors to be contracted directly with the selected general contractor, **New South Construction Company, Inc.**, has named and will execute subcontract agreements with **Aqua Design Systems**, of Fayetteville, Georgia, for construction and installation of the indoor 50 meter competitive pool and the 25 yard therapy pool, and the outdoor recreation pool and associated equipment and operating systems, and with **Shumate Mechanical**, of Duluth, Georgia, for construction and installation of the HVAC mechanical systems of the proposed new Aquatic Center. Both Aqua Design Systems and Shumate Mechanical were listed as proposed subcontractors in New South Construction Company, Inc.'s proposal for prequalification, dated April 11, 2011. In addition, the core team of New South Construction Company, Inc., and Aqua Design Systems and Shumate Mechanical has completed prior aquatic projects together.

New South Construction Company, Inc. has also confirmed their key personnel for project management and onsite project superintendant staffing to be as presented in their proposal for prequalification.

The submitted Bid Proposal also includes Unit Prices for mass and trench rock blasting and offsite haul-off and Unit Prices for alternate pool wall forming and associated backfill, as maybe necessary based upon the extent of rock blasting and excavation affecting construction of the pool walls. All work of these Unit Prices is defined by the Contract Documents and will be measured in the field by Cherokee County's Materials Testing Laboratory representative NOVA Engineering. Acceptance of

these Unit Prices is recommended and requested.

These three contractors have also submitted their respective **E-Verify numbers** and Cherokee County Procurement has confirmed these numbers to be valid and current.

The proposed project construction schedule is Four Hundred Seventy-five (475) calendar days from the date of the written Notice to Proceed, with Final Completion to occur One Hundred Six (106) calendar days from the accepted date of Substantial Completion. The extended time between the substantial and final completion dates is for the contractors to be available to provide any possible assistance to CRPA during the first summer of operations through the Fourth of July 2013 holidays. We currently expect a Notice to Proceed date around December 7, 2011, which projects out a Substantial Completion Date of about March 26, 2013, and a Final Completion Date of about July 10, 2013.

To help in the management the estimated construction bid costs against the budget of established for construction bids, three (3) Alternates were included in the Bidding Documents: the first for a membrane roofing system, in lieu of the base bid Standing Metal Seam Roofing system, and the second two for pool dehumidification systems by manufacturers Desert Aire or Seresco, in lieu of the base bid Pool Dehumidification system manufactured by Pool Pak. Because the Base Bid Proposal sum submitted by New South Construction Company, Inc. is within our project budget for construction of \$16,150,000.00, and because it is the desire of Cherokee County to maintain the base design scope for a standing seam metal roof and the use of dehumidification equipment manufactured by Pool-Pac, **no alternates are requested or recommended to be accepted.**

In addition, to better assist Cherokee County Recreation & Parks (CRPA) in the first two years of operations and maintenance of the pool and HVAC mechanical systems, the submitted Bid Proposals also included separate Maintenance Services Alternates. We are pleased to report that very equitable prices were received from the proposed pool and HVAC mechanical subcontractors. Therefore, in late 2012, approximately six months before the planned completion and acceptance by Cherokee County of the Aquatic Center, a separate Board Agenda item will be submitted for BOC approval. As set forth by the Bid/Contract Documents, the acceptance and award of such separate maintenance services agreements would be directly between Cherokee County and the Pool and HVAC Mechanical subcontractors, independently and outside of the prime Construction Agreement between Cherokee County and New South Construction Company, Inc. These separate Maintenance Services Alternates Do Not Affect the Base Bid Proposal amount and have not been used by Cherokee County in determining the most responsive bid proposal from the most responsible bidder.

Attached is New South Construction Company, Inc.'s letter dated November 8, 2011, confirming the above information and their willingness to promptly execute the proposed Construction Services Agreement with Cherokee County for construction of the proposed new Cherokee County Aquatic Center facility.

BUDGET:

Budgeted Amount:	\$ 16,150,000.00	Account Name: Aquatic Center
Amount Encumbered:	\$	Account #: PR114
Amount Spent to Date:	\$	
Amount Requested:	\$ 16,083,000.00	
Remaining Budget:	\$	
Budget Adjustment Necessary:	\$	

ADMINISTRATIVE RECOMMENDATION: It is recommended that the Board grant approval for the award of the construction services contract to the lowest responsible bidder, with the most responsive bid proposal for the work of the project to **New South Construction Company, Inc.**, in the base bid amount of **\$15,683,000.00**. Unit Prices for mass and trench rock blasting and offsite haul-off, and Unit Prices for alternate pool wall forming and associated backfill are also recommended for acceptance and approval.

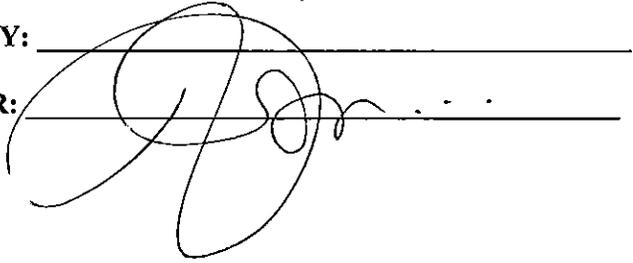
No Alternates are recommended or requested for approval.

As budgeted in the Aquatic Center's total project budget, a contingency amount of \$400,000.00 (approximately two and one-half percent of the contract award price) is also requested, for the **total requested amount of \$16,083,000.00.**

REVIEWED BY:

DEPARTMENT HEAD:  _____

COUNTY ATTORNEY: _____

COUNTY MANAGER:  _____



Navigation: [home](#) / [Bids and RFPs](#) / [View Bid](#)

Current Bids and RFPs

Bid Name:
RFP2011-13 PREQUALIFICATION AND SHORTLISTING OF GENERAL CONTRACTOR TEAMS FOR CHEROKEE COUNTY AQUATIC CENTER PROJECT

Bid Synopsis

Sealed Proposals are requested by the Cherokee County Board of Commissioners, through its Office of Capital Projects, to Prequalify and Shortlist General Contractor Teams to later provide competitive bids for construction services for the Cherokee County Aquatic Center located at Gresham Mill Parkway at Sixes Road, Holly Springs, Georgia. It is expected the General Contractors who intend to be the prime entity and offer proposals for this project will provide a comprehensive proposal that includes, but is not limited to, swimming pool subcontractors and mechanical subcontractors, pursuant to the requirements set forth in the RFP document. This is a project approved and funded as a part of Cherokee County's Parks, Recreation and Green Space Bond passed by the citizens of Cherokee County in November 2008. No pre-proposal meeting(s) are required or scheduled for the first part of the review and prequalification evaluation process, as set for by the RFP and confirmed via instructions posted to this RFP's site at www.cherokeega.com. Further information about the project, including any addenda, will ONLY be posted in the Bids/RFP section of the County's website, at www.cherokeega.com. Proposals will be received by the Cherokee County Procurement & Risk Management Department, Cherokee County Administrative Complex, 1130 Bluffs Parkway, Canton, GA 30114, telephone (678) 493-8034, pursuant to the instructions provided in the RFP document and not later than 4PM on April 11, 2011. The County reserves the right to reject any or all proposals, to waive technicalities and to make an award as deemed to be in the best interest of the County.

Bid Start Date: 3/8/2011

Bid End Date: 11/2/2011

Supporting Documents

Document Name	Document Type
RFP2011-13AquaticCenter	Adobe Acrobat
AppendixAProcurementOrdinance	Adobe Acrobat
RFP2011-13AddendumOne	Adobe Acrobat
RFP2011-13AddendumTwo	Adobe Acrobat
RFP2011-13AddendumThree	Adobe Acrobat
RFP2011-13AddendumFour	Adobe Acrobat
RFP2011-13AddendumFive	Adobe Acrobat
NoticeOfPrequalifiedContractorsAndSubs	Adobe Acrobat
Bid Tab	Adobe Acrobat

[Back to RFP Listings](#)

[edit this page](#)

**REQUEST FOR PROPOSALS
FOR
PREQUALIFICATION AND SHORTLISTING
OF
GENERAL CONTRACTOR TEAMS
of General Contractors and
Swimming Pool Subcontractors &
Mechanical Subcontractors
Contracted Directly to
the (Prime Proposer) General Contractor
FOR
CHEROKEE COUNTY, GEORGIA,
AQUATIC CENTER PROJECT
Gresham Mill Parkway at Sixes Road
Cherokee County, Georgia
Holly Springs, Georgia**

NOTICE OF SHORTLISTED AND PREQUALIFIED FIRMS

JUNE 2, 2011

Cherokee County greatly appreciates the interest from all firms that submitted proposals for consideration for shortlisting and prequalification as a general or pool and mechanical contractor for our planned new aquatic center. In accordance with the procedures set forth in the Request for Proposals issued by Cherokee County on March 8, 2011, Cherokee County is pleased to announce and confirm the final list of general and pool and mechanical contractors shortlisted and prequalified for competitive bidding for the planned new aquatic center.

Final architectural and engineering documents are expected to be electronically released by the project architects, Cooper Carry, to the shortlisted and prequalified firms listed below in late July or early August 2011. Other subcontractors, vendors and suppliers interested in this project should contact one or all of these firms to express their interest in submitting a bid proposal and to obtain bidding documents.

Information regarding the architectural and engineering design team is listed below:

The County has engaged the architectural & engineering team led by:

- **Cooper Carry**, 191 Peachtree Street, NE, Suite 2400, Atlanta, Georgia 30303, telephone: 404.237.2000, as the prime Consultant and Project Designer & Architect-of-Record. **Don Reszel, AIA, Project Manager.**

Subconsultants supporting Cooper Carry are:

- Aquatic & Pool Consultant and Designers: **Water Technology, Inc.**, 100 Park Avenue, Beaver Dam, Wisconsin 53916, telephone: 920.887.7375.
- Civil Engineering: **Ross Consulting Engineers, PC**, 131 Village Centre West, Woodstock, Georgia 30188-5130, telephone: 770.924.2955.
- Structural Engineering: **Uzun & Case Engineers, LLC**, 201 17th Street, NW, Suite 1200, Atlanta, Georgia 30363, telephone: 678.553.5200.
- Plumbing & Mechanical Engineering: **Johnson, Spellman & Associates, Inc.**, 6991 Peachtree Industrial Boulevard, Building 700, Norcross, Georgia 30092-3601, telephone: 770.447.4555.
- Electrical Engineering: **Phillips Consulting Engineers**, 260 Beckenham Walk Drive, Dacula, Georgia 30019, telephone: 404.593.0903.
- Cost Estimating: **Costing Services Group**, 1447 Peachtree Street, Atlanta, Georgia 30309, telephone: 404.815.9555.

Geotechnical Investigation provided by Cherokee County: **NOVA Engineering and Environmental**, 3640 Kennesaw North Industrial Parkway, Suite E, Kennesaw, Georgia 30144, telephone: 770.425.0777.

THE FINAL SHORTLIST AND PREQUALIFIED FIRMS ARE LISTED BELOW.

Bids will only be accepted or received by Cherokee County from the general contractors listed below. Only the pool and mechanical subcontractors listed below are shortlisted and prequalified for this project, and shall submit their respective bid proposals and be contracted to the general as a project subcontractor. No substitution of pool and mechanical subcontractors is allowed. (For clarification purposes, mechanical is defined only as the HVAC portion of the project; interested plumbing subcontractors should contact any or all of the listed general contractors.)

GENERAL CONTRACTORS (Prime Proposers):

Basfield & Gorrie, Ben Barfield
1990 Vaughn Road, Suite 100, Kennesaw, GA 30144
678.581.6400

Gay Construction Company, Tom Gay
2907 Log Cabin Drive, Smyrna, GA 30080
404.873.4941

Juneau Construction Company, Les Juneau
3715 Northside Parkway, NW, Building 300, Suite 750 Atlanta, GA 30327
404.287.6000

New South, Inc., Rob Dunn
1132 West Peachtree Street, Atlanta, GA 30309
404.443.4000

POOL SUBCONTRACTORS:

Aqua Design Systems, Randy Chancey
207 Jeff Davis Place, Suite A, Fayetteville, GA 30214
770.716.5592

Water Works of Atlanta, Craig Bleakley
995 Mansell Road, Suite B, Roswell, GA 30076
770.594.9300

Weller Pools, Nils Erickson
1821 S. orange Blossom Trail, Apopka, FL 32703
407.880.8800

MECHANICAL SUBCONTRACTORS:

McKenney's Mechanical, Brian Cowart
1056 Moreland Industrial Blvd., Atlanta, GA 30316
404.624.8619

Shumate Mechanical, Bill Fortner
2805 Premiere Parkway, Duluth, GA 30097
678.584.0880

Tebarco Mechanical, Terrell Barden
1690 Bluegrass Lakes Parkway, Alpharetta, GA 30004
770.475.5552

BID TABULATION FORM

PROJECT: AQUATIC CENTER

BID DATE:

November 2, 2011

BID TIME: 2:00 PM

BIDDER/CONTRACTOR	500 POINTS MAX	500 POINTS MAX	1,000 POINTS MAX	BID BOND	ADDENDA RECEIVED	BASE BID AMOUNT	ALTERNATE: MEMBRANE ROOFING ADD OR (DEDUCT) BID AMOUNT	ALTERNATE: POOL DEHUMIDIFICATIO N UNITS - DESERT AIRE	ALTERNATE: POOL DEHUMIDIFICATI ON UNIT - SERESCO	TOTAL: BASE BID (no alternates)
				Y/N	1 THRU 4	\$\$\$	\$\$\$	\$\$\$	\$\$\$	TOTAL \$\$\$
BRASFIELD GORRIE	414.14	46.56	460.71	YES	YES	\$ 16,725,000.00	\$ 52,000.00	\$ (55,000.00)	\$ 99,000.00	\$ 16,725,000.00
GAY CONSTRUCTION	300.00	0.00	300.00	YES	YES	\$ 16,832,000.00	\$ 208,000.00	\$ (56,500.00)	\$ 92,500.00	\$ 16,832,000.00
JUNEAU CONSTRUCTION	344.29	69.19	413.48	YES	YES	\$ 16,673,000.00	\$ 92,000.00	\$ (60,000.00)	\$ 89,000.00	\$ 16,673,000.00
NEW SOUTH CONSTRUCTION	347.86	500.00	847.86	YES	YES	\$ 15,683,000.00	\$ 225,000.00	\$ (60,000.00)	\$ 80,000.00	\$ 15,683,000.00

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

BID TABULATION FORM

PROJECT: AQUATIC CENTER

BID DATE: November 2, 2011 BID TIME: 2:00 PM

BIDDER/CONTRACTOR	NON-INFLUENCE AFFIDAVIT	CERTIFICATE TO PROVIDE P&P BONDS	CERTIFICATE AS TO COMPANY ORGANIZATION	CONTRACTOR LICENSE CERTIFICATE	AUTHORIZED PERMIT AGENT FORM	CERTIFICATE AS TO CONTRACT REVIEW ACCEPTANCE
NAME	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
BRASFIELD GORRIE	Yes	Yes	Yes	Yes	Yes	Yes - with exceptions
GAY CONSTRUCTION	Yes	Yes	Yes	Yes	Yes	Yes - no exceptions
JUNEAU CONSTRUCTION	Yes	Yes	Yes	Yes	Yes	Yes - with exceptions
NEW SOUTH CONSTRUCTION	Yes	Yes	Yes	Yes	Yes	<u>Yes - no exceptions</u>

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

BID TABULATION FORM

PROJECT: AQUATIC CENTER

BID DATE:

November 2, 2011

BID TIME: 2:00 PM

BIDDER/CONTRACTOR	ROCK BLASTING UNIT PRICE	UNSUITABLE SOILS/ROCK HAUL-OFF UNIT PRICE	ALTERNATE POOL WALL FORMING UNIT PRICE	ADDITIONAL BACKFILL BEHIND ALTERNAE POOL WALL UNIT PRICE	POOL MAINTENANCE SERVICES UNIT PRICE: FIRST YEAR	POOL MAINTENANCE SERVICES UNIT PRICE: SECOND YEAR	HVAC MECHANICAL MAINTENANCE SERVICES UNIT PRICE: FIRST YEAR	HVAC MECHANICAL MAINTENANCE SERVICES UNIT PRICE: SECOND YEAR
NAME	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$
BRASFIELD GORRIE	\$75,000 total \$30/CY	\$40,000 total \$8/CY	\$4,500 total \$3/SF	\$11,000 total \$44/CY	\$ 61,000.00	\$ 65,000.00	\$ 11,000.00	\$ 11,000.00
GAY CONSTRUCTION	\$75,000 total \$30/CY	\$32,500 total \$6.50/CY	\$4,500 total \$3/SF	\$11,000 total \$44/CY	\$ 55,157.00	\$ 58,466.00	\$ 10,000.00	\$ 20,000.00
JUNEAU CONSTRUCTION	\$75,000 total \$30/CY	\$40,000 total \$8/CY	\$4,500 total \$3/SF	\$11,000 total \$44/CY	\$ 60,000.00	\$ 64,000.00	\$ 11,000.00	\$ 22,000.00
NEW SOUTH CONSTRUCTION	\$82,500 total \$33/CY	\$44,000 total \$8.80/CY	\$0 total \$0/SF	\$0 total \$0/CY	\$ 60,000.00	\$ 62,000.00	\$ 20,000.00	\$ 22,000.00

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

AQUATIC CENTER PREQUALIFICATION OF GENERAL CONTRACTOR TEAMS

2-Nov-11

CRITERIA POINT EVALUATION AND POINTS ASSIGNMENT **RANK ORDER OF CONTRADCTORS BASED ON LOWEST TO HIGHEST SUBMITTED BID AMOUNT FOR PURPOSES OF CALCULATING POINT ASSIGNMENTS**

SHORTLISTED GENERAL CONTRACTORS		NEW SOUTH	JUNEAU	BRASFIELD GORRIE	GAY
SHORTLISTED GENERAL CONTRACTORS		NEW SOUTH	JUNEAU	BRASFIELD GORRIE	GAY
		INSERT BELOW LOWEST BID	INSERT BELOW SECOND BID	INSERT BELOW THIRD BID	INSERT BELOW HIGHEST BID
CONSTRUCTION BID PROPOSAL SUM	INSERT BID AMOUNTS HERE IN ORDER SHOWN; WITH GENERAL CONTRACGTOR NAME ENTERED ABOVE EACH RESPECTIVE BID AMOUNT	\$ 15,683,000.00	\$ 16,673,000.00	\$ 16,725,000.00	\$ 16,832,000.00
	NUMBER OF BID PROPOSALS SUBMITTED	1	2	3	4
	DIFFERENCE: LOWEST BID SUM TO HIGHEST BID SUM	\$ 1,149,000.00	\$ 1,149,000.00	\$ 1,149,000.00	\$ 1,149,000.00
	DIFFERENCE: EACH BID SUM TO HIGHEST BID SUM	\$ 1,149,000.00	\$ 159,000.00	\$ 107,000.00	\$ -
	% OF FEE DIFFERENCE: EACH BID SUM TO HIGHEST BID SUM	100.00%	13.84%	9.31%	0.00%
	AWARDED POINTS: HIGHEST POINTS (500) FOR LOWEST BID SUM; (0) POINTS FOR HIGHEST BID SUM	500.00	500.00	500.00	500.00
POINT ASSIGNMENT BASED ON % OF FEE DIFFERENCE		500.00	69.19	46.56	0.00
SHORTLISTED GENERAL CONTRACTORS		NEW SOUTH	JUNEAU	BRASFIELD GORRIE	GAY

CONSTRUCTION BID BUDGET	\$ 16,150,000.00	\$ 467,000.00	LOWEST BID UNDER BUDGET	2.9%	UNDER BUDGET
DIFFERENCE: EACH BID TO CONSTRUCTION BID BUDGET	\$ (467,000.00)	\$ 523,000.00	\$ 575,000.00	\$	682,000.00
DIFFERENCE BETWEEN EACH BIDDER	\$ (990,000.00)	\$ (52,000.00)	\$ (107,000.00)		
DIFFERENCE OF LOWER BIDDER TO OTHER BIDDERS		\$ (990,000.00)	\$ (1,042,000.00)	\$	(1,149,000.00)
DIFFERENCE SECOND LOWEST BIDDER TO HIGHEST BIDDER		\$ (159,000.00)			
CONTINGENCY ACCOUNT: ROCK, UNFORESEEN, OTHER	\$ 400,000.00	2.6% OF NEW SOUTH BASE BID CONTRACT AWARD SUM			
GRAND TOTAL RECOMMENDED/REQUESTED BOC APPROVAL: NOVEMBER 15, 2011:	\$ 16,083,000.00	GRAND TOTAL RECOMMENDED/REQUESTED BOC APPROVAL: NOVEMBER 15, 2011:			



November 8, 2011

Mr. C. William Echols, Jr. AIA
Director of Capital Projects
Cherokee County
Office of the Board of Commissioners
Capital Projects Office
1130 Bluffs Parkway
Canton, GA 30114

RE: Cherokee County Aquatic Center
Request for Additional Information

Dear Mr. C. William Echols:

First and foremost thank you for the opportunity to be involved in the preconstruction phase of such an impressive and important project for Cherokee County. New South Construction Company, Inc. is excited and eager to start the contract phase of the project. As requested in your letter dated November 4, 2011 and defined in the Bid Documents, New South Construction Company, Inc. is pleased to submit the following response to the seven (7) "Request for Additional Information" items on pages two and three of the above mentioned letter.

1. **Name of your selected Pool Contractor:**
New South Construction's intended pool contractor is Aqua Design Systems.
2. **Name of your selected HVAC Mechanical Contractor:**
New South Construction's intended HVAC mechanical contractor is Shumate Mechanical.
3. **Confirmation of your key personnel:**
Huntly Gordon - Executive Vice President
Rob Dunn - Vice President of Operations
Andy Barfield - Senior Project Manager
Billy Joe Cheek - Superintendent
4. **Confirmation of your willingness to accept and execute...the Construction Services Agreement for the Base Bid:**
Yes, New South Construction Company, Inc. is willing to execute the Construction Service Agreement for the base bid amount of Fifteen Million Six Hundred Eighty-Three Thousand and 00/100 Dollars (\$15,683,000.00).

NEW SOUTH CONSTRUCTION COMPANY, INC.
1132 WEST PEACHTREE STREET, ATLANTA, GA 30309, (404) 443-4000, FAX (404) 443-4100

5. **Confirmation of your Unit Prices for Rock Blasting and Offsite Haul-off:**

The unit prices for Rock Blasting and Offsite Haul-off submitted on November 2, 2011 in the New South Construction Company, Inc. Bid Proposal for the Cherokee County Aquatic Center are correct.

As we discussed today, in our Base Bid alternates New South Construction has agreed to include at no additional cost for the first 1,500 square feet of wall forming and 250 cubic yards of structural backfill, if needed for the construction of the pools. If additional pool wall forming and backfill is required above and beyond the allowances stated in the Bid Proposal Form of 1,500 square feet and 250 cubic yards respectively, the following unit rates will apply: \$4.00 per square foot for additional wall forming and \$50.00 per cubic yard for additional backfill. As we discussed, New South Construction received unit pricing from all three prequalified pool contractors, however the pricing above is a reflection of Aqua Design Systems pricing to New South Construction.

6. **Confirmation of acceptance of the proposed project construction schedule:**

Yes, New South Construction Company, Inc. agrees to the proposed construction schedule of Four Hundred Seventy-Five (475) calendar days from the Notice to Proceed issued by the County to the date of Substantial Completion; and Final Completion to be One Hundred Six (106) calendar days from the accepted Substantial Completion date.

7. **E-Verify Numbers for the New South Construction Company, Inc. and Pool / HVAC trade Contractors:**

New South Construction Company, Inc.: 411684

Aqua Design Systems: 238384

Shumate Mechanical: 48783

8. **Pool Filter System:**

The Defender Neptune Benson Filter System per Copper Carry specification 13 11 30 is the filter system proposed in our base bid.

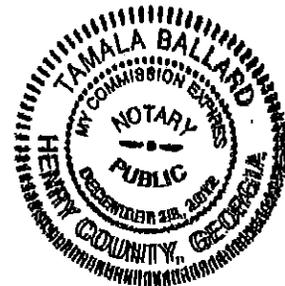
Again, New South Construction Company, Inc. is excited about the opportunity to work for Cherokee County on this project. We know that the County will be extremely pleased with New South Construction Company during the preconstruction, construction, and closeout phases of the project. We are confident that we are the best general contractor for the project and we look forward to solidifying that over the duration of the project. If you have any additional questions regarding the above response, please do not hesitate to call.

Sincerely,
New South Construction Company, Inc.



Doug Davidson
President

CC: Mr. Don Reszel, AIA, Cooper Carry



SECTION 00851
EMPLOYMENT OF UNAUTHORIZED
ALIENS PROHIBITED

PART ONE - GENERAL

1.01 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

It is the policy of Cherokee County that unauthorized aliens shall not be employed to perform work on Cherokee County contracts involving the physical performance of services. Therefore, Cherokee County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor 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 Contractor's subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may order the Contractor to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security.

The Contractor's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is MANDATORY.

Contractor agrees that the employee-number category designated below is applicable to the contractor.

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

Contractor agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit attached as Exhibit "A."

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.

1.01 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

It is the policy of Cherokee County

EXHIBIT "A"
CONTRACTOR AFFIDAVIT
AND AGREEMENT

STATE OF GEORGIA

COUNTY OF CHEROKEE

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 contracting with Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit "1." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County at the time the subcontractor(s) is retained to perform such service.

411684

EEV / Basic Pilot Program User Identification Number

New South Construction Company, Inc.

BY: Authorized Officer or Agent Date
(Contractor Name)

Human Resources Manager

Title of Authorized Officer or Agent of Contractor

Kelley Thomas

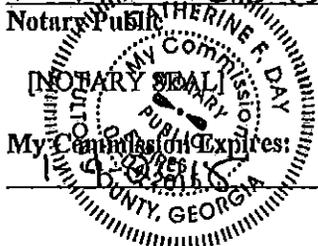
Printed Name of Authorized Officer or Agent

SIGNED, SEALED, AND DELIVERED
in the presence of:

Sandra Walter

Witness

Catherine F. Day
Notary Public



SECTION 00851
EMPLOYMENT OF UNAUTHORIZED
ALIENS PROHIBITED

PART ONE - GENERAL

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1.01 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

It is the policy of Cherokee County

EXHIBIT "B"
SUBCONTRACTOR AFFIDAVIT
AND AGREEMENT

STATE OF GEORGIA

COUNTY OF CHEROKEE

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 and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

238384

BEV / Basic Pilot Program User Identification Number

[Signature]
BY: Authorized Officer or Agent Date
(Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Randy Chancey

Printed Name of Authorized Officer or Agent

SIGNED, SEALED, AND DELIVERED
in the presence of:

[Signature]

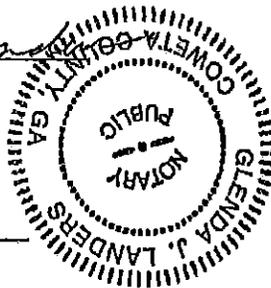
Witness

[Signature]
Notary Public

[NOTARY SEAL]

My Commission Expires:

3/28/12



END OF SECTION

SECTION 00851
EMPLOYMENT OF UNAUTHORIZED
ALIENS PROHIBITED

PART ONE - GENERAL

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1.01 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

It is the policy of Cherokee County

EXHIBIT "B"
SUBCONTRACTOR AFFIDAVIT
AND AGREEMENT

STATE OF GEORGIA

COUNTY OF CHEROKEE

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48783

BEV / Basis Pilot Program User Identification Number

Lisa Shumate
BY: Authorized Officer or Agent Date
(Subcontractor Name)

VICE PRESIDENT
Title of Authorized Officer or Agent of Subcontractor

LISA SHUMATE
Printed Name of Authorized Officer or Agent

SIGNED, SEALED, AND DELIVERED
in the presence of:

Shirley R. Davis

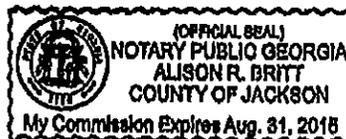
Witness

Alison R. Britt

Notary Public

[NOTARY SEAL]

My Commission Expires:
08/31/2015



END OF SECTION

Cherokee County, Georgia
Agenda Request

CMS

SUBJECT: PY 2012 CDBG Funding

MEETING DATE: November 15, 2011

SUBMITTED BY: Marianne Pieper, CDBG Coordinator

COMMISSION ACTION REQUESTED:

Consider approval of a CDBG grant application in the amount of \$623,622 to the U. S. Department of Housing and Urban Development [HUD].

FACTS AND ISSUES:

A Consolidated Plan and an Annual grant application are submitted to the U. S. Department of Housing and Urban Development [HUD] as a prerequisite to receiving Community Development Block Grant Program [CDBG] funds. The 2012 grant application represents the fourth year of the five year Consolidated Plan and outlines the specific projects that are proposed for funding previously identified as priorities in Cherokee County's Consolidated Plan [see attached Activities Summary]. During the PY 2011 CDBG funding was cut by 16% from the PY 2010. Because Congress has not yet approved the CDBG funding yet and it can be anticipated that additional cuts will be made, this Application uses 85% of the amount of CDBG funds awarded for Program Year 2011. Upon HUD funding, all subrecipient applications/packets will be further evaluated by CDBG staff and submitted for final approval by the County Manager.

BUDGET:

Budgeted Amount:	\$623,622.00	Account Name: CDBG
Federal:	\$623,622.00	Account #:
State:	\$0.00	
Local:	\$0.00	
Remaining Budget	\$0.00	

Budget Adjustment Necessary: None

ADMINISTRATIVE RECOMMENDATION:

Approval of and submission of the 2012 Grant Application to HUD.

REVIEWED BY:

DEPARTMENT HEAD:

Marianne Pieper 11/9/11

AGENCY DIRECTOR:

Janelle Smith 11.9.11

COUNTY MANAGER:

[Signature]

MEMO

Date: November 9, 2011
To: Jerry Cooper
Janelle Funk
Ariana Freimuth
From: Marianne Pieper
Subject: 2012 CDBG Applications and Funding

CDBG Funding for PY 2011 [\$788,345] decreased by 16% over that of PY 2010 [\$939,194]. It can reasonably be expected that PY 2012 will have a similar decrease. The PY 2012 projections below are based on 85% of the funding received in PY 2011 or \$623,622 as broken as follows.

Public Facilities (Capital Projects)	\$405,355
Public Services (Non-Profits) - 15% Maximum Allowed	\$93,543
Administrative and Planning - 20% Allowed by HUD	<u>\$124,724</u>
85% of PY 2011 Funding	\$623,622

The attached tables include the Public Services and Public Facilities applications received for PY 2012, all of which are eligible activities. A summary of the applications is as follows:

Public Services Applications

Applications Received – 8

Application Totals - \$185,742

Estimated Available Funding - \$93,543

- Bethesda Community Clinic [\$30,000], while an eligible activity does not have its 501(c)(3) status and has not had a financial audit. These two criteria are required by Cherokee County.

- North Georgia Angel House [\$11,000], received \$40,000 in PY 2011 for renovations. They proceeded with the renovations prior to receiving the Subrecipient Agreement, having the environment or proper procurement making the activity ineligible. They have requested to use the PY 2012 application to enhance the Independent Living Program with security and transportation to replace the ineligible activity.
- Housemate Match – Marcus Jewish Community Center of Atlanta, Inc. has requested funds (\$25,038) to expand its program of matching low income compatible people (a senior with a younger person) to cut household expenses and duties into Cherokee County. They currently operate in other counties including Cobb.
- The remaining 5 applications would have received funding at least two of the three years – Cherokee Family Violence (\$37,704); Goshen Valley Boys Ranch (\$15,000); Anna Crawford Children’s Center (\$15,000); YMCA (\$10,000); and, Boys & Girls Clubs (\$42,000).

Public Facilities Applications [Capital Projects]

Applications Received – 9

Application Totals - \$787,930

Estimated Available Funding - \$405,355

- Cherokee County Senior Center [\$115,180] balance of pre-award.
- MUST Ministries [\$200,000] – requested \$200,000 for the acquisition of property to relocate its existing facility. The BOC just approved PY 2010 and 2011 funds previously not allocated totaling \$153,876 for this activity.
- The City of Ball Ground submitted 4 applications: Service Lines in Cherokee Village (\$50,250); Northridge Road Sidewalk Project (\$52,500); AC Water Line Replacement – Terrell-Nix-Blackwell Streets (\$75,000); and, Old Canton Road Sidewalk Project (\$90,000).
- The City of Canton (\$205,000) – Upgrade and/or install new storm water collection system, repair/install sidewalks and full depth reclamation along Juniper Street. This project had been identified in the 2009-2013 Consolidated Plan.
- The City of Woodstock (\$250,000) – Colbert Square – had been identified in the 2009-2013 Consolidated Plan. Did not receive an application for this activity.
- The City of Holly Springs (\$100,000) – Hickory Road Sewer Extension – had been identified in the 2009-2013 Consolidated Plan. Did not receive an application for this activity.

It is short notice but is it possible to review these applications and get your recommendations for the PY 2012 Annual Action Plan and possible get BOC approval on the 15th?

Marianne

Public Service Activity Applications - 15% of Grant

Organization	Project Total	Requested Amount	Suggested Funding	Project Description	Eligible Y/N	Comments
North Georgia Angel House	\$15,000	\$11,000	\$15,000	Purchase a 4 cylinder vehicle to transport individual residents. Will serve 45 low to moderate income youth with a cost savings over the 15 passenger van.	Y	May require income verification for residents over 18.
Cherokee Family Violence	\$53,204	\$37,704	\$35,000	Transportation operating costs associated with women in transitional housing and emergency shelter.	Y	This would be the second year funding for this activity.
Goshen Valley Boys Ranch	\$20,000	\$15,000	\$13,000	Security Initiative	Y	2011 Activity could not be funded since they completed construction without environmental, procurement or agreement. They wish to use this project for a replacement.
Bethesda Community Clinic	\$71,359	\$30,000	\$0	Medical equipment for free/reduced fee health clinic	Y	This is a new organization. They have applied for 501(c)3 but do not have; they also do not have financials since they have not been in business long enough.
Anna Crawford Children's Center	\$45,850	\$15,000	\$13,000	Partial staff support for bi-lingual victim liaison	Y	This would be the 4th year funding for this activity.
Housemate Match-Marcus Jewish Community Center of Atlanta, Inc.	\$353,665	\$25,038	\$0	Reduces the cost of shelter by matching low-income compatible people (a senior with a younger person) interested in sharing living arrangements, expenses and household duties.	Y	Program is operated very successfully in Cobb County
YMCA	\$12,500	\$10,000	\$0	Youth development programs for youth living in transitional housing.	Y	Activity Funded in 2011 - Stats not yet available.
Boys & Girls Clubs	\$66,700	\$42,000	\$17,543	Acquisition of bus, maintenance & driver	Y	Concern is whether they will meet the 70% LMI criteria.
		\$185,742	\$93,543			

Public Facility Activity Applications

Organization	Project Total	Requested Amount		Project Description	Eligible Y/N	Comments
MUST Ministries	\$1,622,500	\$200,000	\$0	Acquisition of property to build a new facility	Y	Are receiving funding from PY 2010 and PY 2011
City of Ball Ground	\$67,000	\$50,250	\$50,250	Replace of all service lines in the Cherokee Village subdivision-67 homes	Y*	
City of Ball Ground	\$70,000	\$52,500	\$52,500	Northridge Road Sidewalk Project	Y*	
City of Ball Ground	\$100,000	\$75,000	\$0	AC Water Line Replacement-Terrell-Nix-Blackwell Streets	Y*	
City of Ball Ground	\$120,000	\$90,000	\$0	Old Canton Road Sidewalk Project	Y*	
City of Woodstock	\$250,000		\$0	Colbert Square		Identified in Con Plan
City of Canton	\$225,500	\$205,000	\$187,425	Repair/install sidewalks and full depth reclamation along Juniper Street	Y*	
City of Holly Springs	\$100,000		\$0	Hickory Road Sewer Extension		Identified in Con Plan
Cherokee County		\$115,180	\$115,180	Senior Center Renovations	Y	Balance of Pre-Award
		\$787,930	\$405,355			

Administration and Planning - 20% of Grant

Cherokee County	\$124,724	\$124,724	\$124,724	Funding Allowed by HUD	Y	Operation of Program
-----------------	-----------	-----------	-----------	------------------------	---	----------------------

Cherokee County, Georgia
Agenda Request

cm9

SUBJECT: Personal Care Homes MEETING DATE: November 15, 2011

SUBMITTED BY: Vicki Taylor Lee, AICP

COMMISSION ACTION REQUESTED:

Consideration of a 90 day moratorium on the licensing and permitting of personal care homes in residential zones.

FACTS AND ISSUES: We have seen a dramatic rise in the requests for personal care homes in residential zoning districts. Personal care homes do not provide any medical treatment, only housing, food service, and one or more personal service for two or more unrelated persons. Unfortunately, these homes often house non-ambulatory persons for which there is insufficient staffing to insure their quick exit in case of fire.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

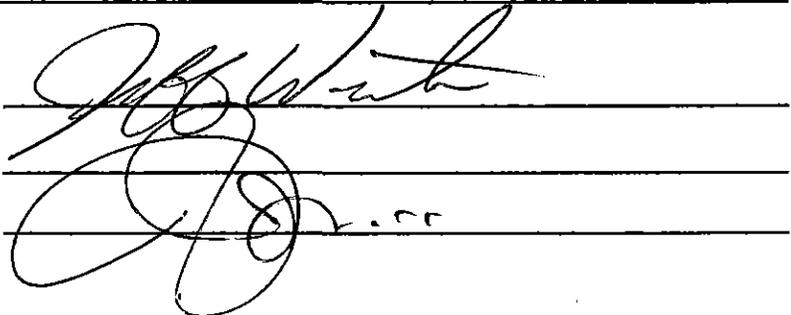
Planning and Land Use would like to work on our current ordinance to tighten regulations and criteria for these facilities.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:



**Cherokee County, Georgia
Agenda Request**

CM10

SUBJECT: Roads & Bridges Equipment & Vehicle Purchase MEETING DATE: November 15, 2011

SUBMITTED BY: Cliff Harden, Director, Roads & Bridges

COMMISSION ACTION REQUESTED:

Consider approval to purchase 2011 International 4300 flatbed dump truck and 2011 International Terrastar crew cab service truck from Rush Enterprises, Inc., under State of Georgia Contract, in the total amount of \$132,557.00.

FACTS AND ISSUES:

Roads & Bridges budgeted to replace one dump truck, one crewcab service truck and one skidsteer loader in 2011. The current request includes replacing an existing crewcab service truck with a larger truck capable of transporting both personnel plus the ability to tow equipment to job sites; increasing efficiencies of vehicles. In order to accommodate additional costs and vehicle type, the skidsteer loader replacement will be delayed until 2012.

This request is for the following:

1. Replace a 1992 International dump truck with a 2011 International 4300 flatbed dump truck from Rush Enterprises, under a State of Georgia contract, for the same purposes of transporting materials and equipment; price = \$76,574.00.
2. Replace a 2000 Ford crewcab service truck with a 2011 International Terrastar crewcab service truck from Rush Enterprises, under a State of Georgia contract, which will also provide the additional capacity to tow a skidsteer loader and trailer; price = \$55,983.00.

BUDGET:

Budgeted Amount:	\$50,000.00	Account Name: Machinery
Amount Encumbered:	\$0.00	Account #: 34214000 542100 50013
Amount Requested:	\$0.00	
Budgeted Amount:	\$90,000.00	Account Name: Vehicles
Total Amount Requested:	\$132,557.00	Account #: 34214000 542200 50013
Remaining Budget:	\$7,443.00	

ADMINISTRATIVE RECOMMENDATION:

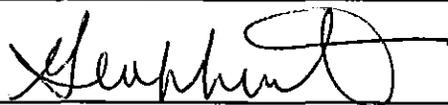
Approval to purchase 2011 International 4300 flatbed dump truck and 2011 International Terrastar crew cab service truck from Rush Enterprises, Inc., under State of Georgia Contract, in the total amount of \$132,557.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____





Vendor Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-SPD0000039-0005
PeopleSoft Vendor Number	0000496074
Vendor Name & Address	
Rush Truck Centers of GA, Inc. 2560 Moreland Avenue Atlanta, GA 30315	
Contract Administrator	
Kurt Hohlstein hohlsteinw@rushenterprises.com Telephone: 404-622-1921 Fax: 404-622-2118	
Contact Details	
Ordering Information	Fleet Manager 2560 Moreland Avenue Atlanta, GA 30315
Remitting Information	Fleet Manager <u>2560 Moreland Avenue</u> <u>Atlanta, Georgia 30315</u>
Delivery Days	Orders will be shipped within 120 days after receipt of Purchase Order
Discounts	
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Vendor will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

Vehicle Quote: Rush Enterprises, Inc.

State of Georgia Contract No. 99999-SPD-SPD0000039

International 4300 with Flatbed dump body

\$76,574.00

Interstate Truck Equipment, Inc.

2740 Sullivan Rd. • P. O. Box 87457 • College Park, Georgia 30337
(404) 763-3411 • Fax (404) 763-3447 • www.interstatetruck.com

August 23, 2011 (Revised 11/09/2011)

Mr. Kurt Hohlstein
Rush Truck Center
2560 Moreland Ave.
Atlanta, GA 30315

Ref: Cliff Harden - Cherokee County

Dear Kurt:

The following is a confirmation of our telephone conversation concerning :

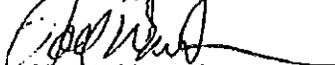
14' flatbed dump
3/16" smooth steel floor
Crossmembers on 12" centers
Headboard w/window cutout
ICC bumper
4' underslung toolbox
18 ton hoist
25 ton pintlehook w/chain eyes & plug
Cab protector
24" solid steel sides
Barn door
Electric tarp
Back up alarm
Electric brake
(4) strobe lights - (2) front grill, (2) rear, under edge of body
Mud flaps
Mounted
Painted

Price: \$13,760.00

Price does not include state sales tax or FET.

Thank you for the opportunity to quote this equipment. I am looking forward to hearing from you soon.

Sincerely,


Noel Whitwood
President

NW:bm

Hohlstein, William [RTCATL-FLEET SALES RTC]

From: Becky McDaniel <bm@interstatetruck.com>
Sent: Wednesday, November 09, 2011 10:49 AM
To: Hohlstein, William [RTCATL-FLEET SALES RTC]
Subject: Cherokee County quote.PDF;
Attachments: Cherokee County quote.PDF

Kurt:

Please find attached Noel's revised quote for Cherokee County.

Noel spoke with Mr. Harden this morning and Mr. Harden has requested the following items be added to the truck:

- 08HAB WIRING HARNESS
- 08HAH COMBINE LIGHTS & ELECTRIC BRAKE
- 08WGB (2) AIR SOLENOIDS
- 12VXY (?)
- 13XAA PTO
- 60AJK LIGHTS IN DASH
- 60AAA 6 PACK
- 60ACT (2) MOMENTARY SWITCHES
- HEATED MIRRORS

Thanks,
Becky

C:\Sharpdesk Desktop\Cherokee County quote.PDF;

Vehicle Quote: Rush Enterprises, Inc.

State of Georgia Contract No. 99999-SPD-SPD0000039

International Terrastar crewcab with Service body

\$55,983.00

Interstate Truck Equipment, Inc.

2740 Sullivan Rd. • P. O. Box 87457 • College Park, Georgia 30337
(404) 763-3411 • Fax (404) 763-3447 • www.interstatetruck.com

September 2, 2011

Mr. Kurt Hohlstein
Rush Truck Center
2560 Moreland Ave.
Atlanta, GA 30315

Ref: Cliff Harden (Cherokee Georgia)

Dear Kurt:

The following is a confirmation of our telephone conversation concerning:

MCB 130IM service body
Treadplate floor
Galvanneal
Undercoated
Recessed lights
12" full width bumper
Electric brake
Back up alarm
25 ton pintlehook w/chain eyes & plug
(2) 360 degree strobe lights w/limb guards
Spray in bedliner
Mounted
Painted

84 CA

Price: \$7,839.00 ea.

Price does not include state sales tax or FET.

Thank you for the opportunity to quote this equipment. I am looking forward to hearing from you soon.

Sincerely,



Noel Whitwood
President

NW:ch



NAVISTAR, INC.

CALLER SERVICE 59007, KNOXVILLE, TN 37950-9007

NAVISTAR COMPANY

INVOICE NO: 971423 CHASSIS NO: CJ610679 DEALER NO: 610030 PAGE 3 OF 3

**** ATTACHMENT DETAILS (FEATURES WITH PAINT, TIRES, ETC.) ****

TERRASTAR SFA 4x2	TA00500	42,101.00	15%
WHEEL BASE RANGE 185" TO 236"	01WEC	274.00	15%
D/S D700-N 7K FRT AXLE	02ADZ	130.00	15%
7,000-LB FRONT TAPER LEAF SUSPENSION	03AGH	28.00	15%
TILTING STEERING COLUMN	05708	125.00	15%
ELECTRIC TRAILER BRAKE/LIGHTING COMBINED	08HAK	244.00	15%
RADIO AM/FM/WB, CD,CLOCK, AUX INPUT	08RJU	474.00	15%
CIGAR LIGHTER	08518	18.00	15%
REMOTE ENG CONTROL PTO MAXXFORCE ENGINES	12VZA	45.00	15%
2010 FEDERAL EMISSIONS MAXXFORCE 7 ENG	12VZD	*	N/C
FAN DRIVE SPECIAL EFFECTS COOLING RING	12WTA	*	N/C
TAMPER-PROOF ENGINE SHUTDOWN CA COMPLY	12WZC	91.00	0%
ENG BLOCK HTR (PHILLIPS) 120V-1000W	12890	88.00	15%
ALLISON 1000 RDS-SPD W/PTO LESS RETARDER	13AKX	290.00	15%
ALLISON SPARE I/O RDS SERIES	13WVG	N/C	
SHIFT CONTROL PARAMETERS ALLISON	13WYK	N/C	
DANA SPICER S110 13.5K REAR AXLE	14ACN	520.00	15%
RR SPGS 13.5K V-RATE	14SAC	16.00	15%
SGL 40 GAL FL TK 13" NON-POL RT SIDE UC	15SSX	649.00	15%
REAR BENCH SEAT W/FIXED BACK VINYL	16RZD	362.00	15%
2-MIRRORS W/CONVEX RT< BRIGHT	16SDN	278.00	15%
HEATER & AIR CONDITIONER (BLEND-AIR)	16WCT	823.00	15%
HVAC FRESH AIR FILTER	16WKY	14.00	15%
CAB INT TRIM DELUXE- CREW CAB	16WSG	N/C	
CREW CAB	16196	6,221.00	15%
ORIT PASSENGER SEAT	16400	N/C	
BRIDGESTONE R250F	2 7709449047	STD	
225/70R19.5 12PR RPM-645 (FET 1.23			
BRIDGESTONE R250F	4 7709449047	STD	
225/70R19.5 12PR RPM-645 (FET 1.23			
TERRASTAR STD WRTY 36 MONTH/36,000 MILES	40038	*	N/C
PT1 100TAS9219			
PT3 PAINT INSTR NO 100TA			
PT11 9219 WH SINGLE			
GAWR 19,500 (7,000 FRONT, 13,500 REAR, (1)		0 PUSHERS, (0)	0 TAG)

* ITEMS ARE EXCLUDED FROM SPA

CERTIFICATE OF ORIGIN FOR A VEHICLE



A NAVISTAR COMPANY

DATE
JUNE 13, 2011

INVOICE NO.
J10613080

VEHICLE IDENTIFICATION NO.
1HTJSSKK7CJ610879

YEAR
2012

MAKE
INTERNATIONAL

BODY TYPE
CAB & CHASSIS

GROSS WEIGHT
8525

H.P. (S.A.E.)
19500

NO. CYLS.
8

SERIES OR MODEL
TERRASTAR SFA 4x2

ENGINE NAME
MAXXFORCE 7, 300HP/2800 GOV

ENGINE NO. UNIT
2Y5309435

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

RUSH TRUCK CENTER OF GA
2560 MORELAND AVE SE
ATLANTA GA 30315

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

NAVISTAR, INC.

BY:

Ima Purdie

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

NAV 2374658

1111 NORTSHORE DR.
KNOXVILLE, TN 37919-3805

CITY STATE

DGE-1015-E

Cherokee County, Georgia
Agenda Request

Agenda No.

CM 11

SUBJECT: Trolley Vehicle Lease

MEETING DATE: November 15, 2011

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consideration of request from the Cherokee County Boys & Girls Club to lease the Trolley M-F during school year, from 2:00 p.m. to 5:00 p.m., and during the summer for special events/tours with approval required by the County prior to the event/tour. The lease will expire December 31, 2012.

FACTS AND ISSUES:

In March, 2008 you approved leasing the Trolley to the Malon D. Mimms Boys & Girls Club to meet the demand for transporting children to the Club as a result of School District redistricting that prohibited the transport of children at Hasty Elementary to the new Malon D. Mimms Boys & Girls Club on Univeter Road, which is outside the Hasty Elementary district. Demand for transporting children still exist and the Club is in need of a vehicle to transport. The lease requires that Metro-Atlanta Boys & Girls Club Organization to provide insurance, a CDL driver, and pay for fuel.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

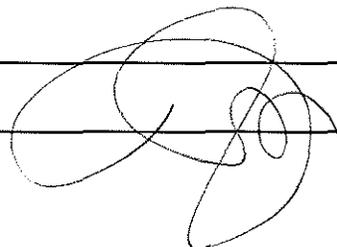
Approve Trolley Vehicle Lease.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



Cherokee County Vehicle Lease

Operating Contract:

An agreement entered into this 4th Day of March, 2008, by and between Cherokee County, Georgia, a political subdivision of the State of Georgia ("Lessor") and Metro-Atlanta Boys & Girls Club, a non-profit corporation ("Lessee").

Recitals:

Lessee desires to lease from Lessor and Lessor desires to lease to Lessee the Trolley (the "Vehicle") on the terms and conditions stated herein.

Therefore, in consideration of the premises and mutual covenants and agreements set forth herein, the parties agree as follows:

- (1) **Lease:** Lessor leases to Lessee and Lessee rents from Lessor the Vehicle from the date of this Agreement through December 31, 2009 for daily use for the period of Monday – Friday, during the school year 2:00 p.m. – 5:00 p.m., and during the summer, Monday – Friday, for special events/trips with approval from the county in writing seven (7) days prior to the special event, (the "Term")

Rent: The rent for the leasing of the Vehicle ("Rental") shall be \$0.00 per month. In consideration of the Rental terms, Lessee agrees to utilize the Vehicle to provide public services to children in Cherokee County that might otherwise need to be provided by Cherokee County on behalf of said children.
- (2) **Title to and Location of Vehicle:** Title to the Vehicle (to the extent held by Lessor) shall remain with Lessor at all times and the Lessee shall have no right, title or interest in them except as expressly set forth in this Agreement. Lessee will, at its expense, protect and defend Lessor's title to the Vehicle and will keep the Vehicle free and clear from any claims, liens, and encumbrances of Lessee's creditors and other persons.
- (3) **Location:** The Vehicle shall be located at Lessee's principal place of business at Univeter Road while under control of Lessee.
- (4) **Disclaimer of Warranties:** Lessor, not being the manufacturer of the Vehicle, nor the manufacturer's agent, expressly disclaims and makes to Lessee no warranty or representation, express or implied, of merchantability or fitness for any particular purpose or otherwise, including, but not limited to: the fitness for use, design or condition of the Vehicle; the quality or capacity of the Vehicle; the workmanship in the Vehicle; that the Vehicle will satisfy the requirements of any law, rule, specification or contract pertaining thereto; Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from operation or use of the Vehicle.
- (5) **Use and Operation of Vehicle:** Lessee agrees that it will use the Vehicle in accordance with this Agreement, provided that any such use is in conformity with all applicable laws and Regulations, any insurance policies, and any warranties of the manufacturer and any maintenance agreements with respect to the Vehicle.

Lessee shall not permit anyone other than its authorized agents or employees to operate the Vehicle.

- (6) **Insurance:** Lessee will, at its own expense, insure the Vehicle during operation, care, custody and control against all hazards requested by Lessor in the attached document entitled "Insurance Coverage Information", including but not limited to, physical damage and liability insurance, and such policies shall be payable to Lessor as its interest may appear. Such policies of insurance shall be reasonably satisfactory to Lessor as to form, amount and insurer, and shall provide for at least 10 days written notice of cancellation to Lessor. Lessee shall furnish certificates, policies or endorsements to Lessor as proof of such insurance. Lessor may act as attorney for Lessee in making, adjusting or settling any claims under any insurance policies insuring the Vehicle. Lessee assigns to Lessor all of its right, title and interest to any insurance policies insuring the Vehicle, and directs any insurer to pay all such proceeds directly to Lessor and authorizes Lessor to endorse Lessee's name on any draft for such proceeds.

Lessee will, at its expense, carry public liability insurance with respect to the Vehicle and the use of it, in such amounts and with such insurers as are reasonably satisfactory to Lessor, as specified in the attached document entitled "Insurance Coverage Information", and such insurance policies shall also name Lessor as an insured. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability, if any, and the balance to Lessee. The proceeds of any physical damage and liability insurance with respect to the Vehicle shall be payable solely to Lessor.

- (7) **Maintenance, Repairs, and Operation:** Lessor shall, at its expense, maintain each item of Vehicle in good mechanical condition and running order. Without the prior written consent of Lessor, Lessee shall make no repair, alteration or attachment with respect to the Vehicle which interferes with the normal and satisfactory operation or maintenance of it, or creates a safety hazard, or which might result in the creation of a mechanic's or materialman's lien with respect to it. Notwithstanding the foregoing, Lessee shall, at its expense, provide:

(a) Any telephone or other telecommunication lines necessary for the operation of the Vehicle;

(b) Any repairs, modification or alteration of the premises of Lessee necessary to install and operate the Vehicle; and

(c) Any operating or other expenses not covered by the maintenance agreements referred to above.

- (8) **Indemnification:** Except as otherwise provided in this Agreement, Lessee assumes liability for, and agrees to indemnify, protect and keep harmless Lessor, its elected and appointed officials, agents, successors and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, of whatever kind and nature, arising out of the use, condition (including but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, leasing or return of any item of Vehicle, regardless of where, how and by whom operated, or any failure on the

part of Lessee to perform or comply with any conditions of this Lease. The indemnities and assumptions of liabilities and obligations in this Agreement provided for shall continue in full force and effect notwithstanding the expiration or other termination of this Lease. Lessee is an independent contractor and nothing contained in this Lease shall authorize Lessee or any other person to operate any item of Vehicle so as to incur or impose any liability or obligation for or on behalf of Lessor.

- (9) **Return of Vehicle:** At the expiration or earlier termination of the Term of this Agreement, Lessee will return the Vehicle to Lessor free of all advertising or insignia placed on it by Lessee and in the same operating order, repair, condition and appearance as of the date of this Agreement, excepting only for reasonable wear and tear and depreciation resulting from the authorized use of it.
- (10) **Representations and Warranties of Lessee:** Lessee represents and warrants that:
- (a) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia;
 - (b) It has taken all corporate action which may be required by its Articles of Incorporation and all other applicable laws to authorize the execution, delivery and performance of this Agreement.
 - (c) The execution and delivery of this Agreement, the performance by it of its obligations and the honoring by it of its warranties and representations under this Agreement will not conflict with or violate any provisions of its Articles of Incorporation or by Bylaws;
 - (d) This Agreement and all schedules, supplements, riders and other documents executed under, in conjunction with or pursuant to this Agreement constitute valid obligations of it, which are binding and enforceable against it in accordance with the terms of it and them; and
 - (e) It is not in default under this Agreement.
- (11) **Representations and Warranties of Lessor:** Lessor represents and warrants having:
- (a) Duly authorized, executed and delivered this Lease.
- (12) **Events of Default:** Lessee shall be in default under this Agreement upon the happening of any of the following events or conditions ("Events of Default") during the Term of this Agreement:
- (a) Lessee shall fail at any time to procure or maintain any insurance coverage required by Section 7;
 - (b) Lessee should fail to perform or observe any covenant, condition or agreement to this Agreement or any schedule or any supplement or any rider to it and such failure shall continue for 30 days after receipt by Lessee of written notice of such failure or performance;

- (c) Lessee shall make or permit any unauthorized assignment or transfer of this Lease, the Vehicle or any interest in it; or
- (d) Any representation or warranty of Lessee contained in this Agreement shall prove to be untrue or incorrect in any material respect.

(13) **Remedies:**

- (a) Generally, upon the occurrence of any Event of Default and later at any later time (unless such default shall have been waived by Lessor), Lessor may without any further notice exercise any one or more of the following remedies:
 - (1) Terminate this Agreement as to any or all items of Vehicle;
 - (2) Take possession of the Vehicle, and for this purpose enter upon any premises of Lessee and remove the Vehicle, without any liability or suit, action or other proceeding by Lessee;
 - (3) Cause Lessee at its expense to promptly return the Vehicle to Lessor in the condition set forth in Section 10;
 - (4) Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach of them; or
 - (5) Exercise any other rights accruing to a lessor under any applicable law upon a default by a lessee.

- (14) **Further Assurances:** Lessee agrees from time to time throughout the Term of this Agreement to execute such additional documents and to perform such further acts as may be reasonably requested by Lessor in order to carry out and effectuate the purposes and intents of this Agreement.

- (15) **Assignment:** Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise assign, transfer, pledge, hypothecate or otherwise dispose of this Agreement or any interest in it or sublet or lend the Vehicle.

(16) **Miscellaneous:**

- (a) Nothing contained in this Agreement shall give or convey to Lessee any right, title or interest in and to the Vehicle leased under this Agreement except as a lessee of it and shall at all times be and remain, the sole and exclusive property of Lessor.
- (b) The obligations of Lessor under this Agreement shall be suspended to the extent that it is hindered or prevented from complying with them because of war, riots or civil commotion, acts of God, fires, floods, explosions, storms, accidents, or any cause whatever beyond its control.
- (c) No obligation of Lessor under this Agreement shall survive the Term or sooner termination of this Agreement, and should Lessor permit the use of the Vehicle beyond the Term specified for it, the obligations of Lessee under this Agreement shall continue; such permissive use shall not be construed as a renewal of the Term nor as a waiver of any right or continuation of an

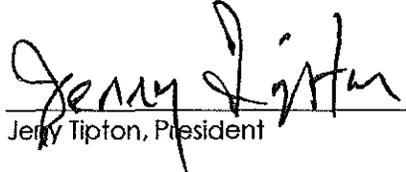
In witness, the parties have caused this Agreement to be executed on the day and year first above written.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

METRO-ATLANTA BOYS & GIRLS CLUB



L. B. Ahrens, Jr., Chairman



Jerry Tipton, President

ATTEST:

ATTEST:



Sheila R. Corbin, County Clerk
Christine Gauthier, Deputy County Clerk
APPROVED AS TO FORM:

By: _____



Angela Davis, County Attorney
JARRARD & DAVIS, LLP

INSURANCE COVERAGE INFORMATION

To: Cherokee County Board of Commissioners
c/o Mr. Jerry W. Cooper, County Manager
90 North Street – Suite 310
Canton, Georgia 30114

From:

Subject: Insurance Coverage – TROLLEY (2004 Freightliner Villager 158)
VIN: 4UZAACBW54CM34287 GVW: 25,500# (Front: 8,000# Rear: 17,500#)

- (1) In accordance with paragraph 7 of the Lease Agreement, we have instructed the insurance agent named below (please fill in name and address);
-
-

To issue:

- (a) All Risk Physical Damage insurance on the leased property evidenced by a Certificate of Insurance with a Loss Payable Clause naming "Cherokee County, Georgia" as Loss Payee.

Minimum Coverage Required:

Actual Cash Value or the cost of repairing or replacing with other property of like kind and quality whichever is less at time of the loss.

- (b) Liability Insurance evidenced by a Certificate of Insurance naming "Cherokee County, Georgia" as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 professional liability
\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability.
\$300,000.00 personal damage liability.

- (2) Proof of insurance coverage as described above will be provided to Cherokee County, Georgia prior to the time that the property is delivered to us.

A copy of this letter has been sent to the above insurance agent.

Lessee: _____

By: _____

Dated: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
4/16/08

PRODUCER
Wells Fargo Insurance Services
Southeast, Inc.
1100 Johnson Ferry Rd, Ste 250
Atlanta, GA 30342

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
The Boys and Girls Clubs of
Metro Atlanta, Inc.
100 Edgewood Ave. #700
Atlanta, GA 30303-3066

INSURER A: PHILADELPHIA INSURANCE CO.
INSURER B: EMPLOYERS INSURANCE OF WAUSAU
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK281977 Professional Liability Claims Made Form \$1000000 Each Incident \$2000000 Agg	1/01/08	1/01/09	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPROP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK281977	1/01/08	1/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	PHUB101954	1/01/08	1/01/09	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCKZ91445340	4/15/08	4/15/09	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	OTHER REAL & PERSONAL PROPERTY	PHPK208007	1/01/08	1/01/09	\$40,311,920 BLDGS \$3,553,000 CONTS

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: TROLLEY - 2004 FREIGHTLINER VILLAGER 158 VIN#4UZAACBW54CM34287
FULL COVERAGE WITH \$500 DEDUCTIBLE COMPREHENSIVE/\$1,000 COLLISION
CHEROKEE COUNTY AS NAMED AS ADDITIONAL INSURED AND LOSS PAYEE UNDER
COMMERCIAL AUTO AS THEIR INTEREST MAY APPEAR.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

CHEROKEE COUNTY BOARD OF
COMMISSIONERS C/O JERRY COOPER
90 NORTH STREET, SUITE 310
CANTON, GA 30114

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mark L. Jago

- compliance with the Georgia Smoke Free Air Act of 2005;
14. Section 7.11 (Page 39), Proper Work Attire and Standards for Dress, is a new section that defines proper work attire and standards for dress to maintain a public image consistent with a professional organization – a conservative business casual dress code;
 15. Section 7.12 (Page 40), Leadership Professional Oath of Honor, is a new section that strengthens the commitment to maintaining a professional work environment that assures residents, visitors, and co-workers that when they place their trust in us (employees in leadership positions), they can expect a high standard of professional excellence, integrity, tolerance and optimism – all within a framework that emphasizes respect for the people we work with and for;
 16. Section 8 (Page 41), Discipline, more clearly defines causes for action, types of actions – including emergency actions that requires for an employee to be placed on administrative leave. In addition, Grievance has been better defined, as well as the process employees use to file a grievance; and
 17. Section 9.2 (Page 47), Acknowledgment, is a form incorporated in the Personnel Policies Manual that an employee signs acknowledging receipt and understanding of the Personnel Policies Manual.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

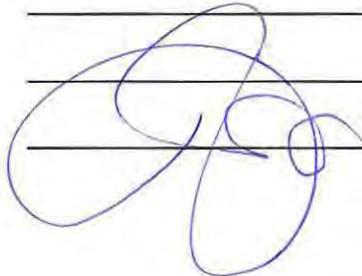
Approval of Personnel Policies Manual dated November 15, 2011

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



1 - 1



Personnel Policies Manual

November 15, 2011

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**SECTION 1:
GENERAL PERSONNEL POLICIES**

1.0 PURPOSE

- 1.0.1 These policies, in conjunction with administrative policies and procedures authorized by the County Manager, shall serve as the primary source of information related to personnel policies and procedures for administrative operations under the direction of the Cherokee County Board of Commissioners. This edition of the Personnel Policies Manual shall supersede all previous editions of Personnel Policies Manuals and shall render previous editions void in their entirety. These policies are enacted by the Cherokee County Board of Commissioners in order to further the following goals:
- a. To provide a uniform system of personnel administration throughout the County.
 - b. To ensure that recruitment, selection, placement, promotion, retention, and separation of County employees are in compliance with Federal and State laws.
 - c. To assist managers in the development of sound management practices and procedures, and to make effective and consistent use of human resources throughout the County.
 - d. To promote communication between Agency Directors, Department Directors, supervisors, and employees.
 - e. To ensure, protect, and clarify the rights and responsibilities of employees.
- 1.0.2 This Personnel Policy Manual provides general information about Cherokee County policies, procedures, expectations, and benefits. The information in this Policy Manual, however, cannot anticipate every situation or answer every question regarding your employment. Therefore, the policies set forth in this Policy Manual will not apply in every situation. The County Manager shall make interpretive decisions for those situations that are not specifically covered by the provisions of this Policy Manual.
- 1.0.3 Further, in the event of conflict between these policies and a State or Federal law, the terms and conditions of that law shall prevail. In all other cases, these policies shall apply.
- 1.0.4 In the event of the amendment of any ordinance, rule or law incorporated in this document or upon which these provisions rely, these rules shall be deemed amended in conformance with those

changes.

- 1.0.5 THE COUNTY SPECIFICALLY RESERVES THE RIGHT TO REPEAL, MODIFY OR AMEND THESE POLICIES AT ANY TIME, WITH OR WITHOUT NOTICE. NONE OF THESE PROVISIONS SHALL BE DEEMED TO CREATE A VESTED CONTRACTUAL RIGHT IN ANY EMPLOYEE TO EMPLOYMENT OR TO LIMIT THE POWER OF THE COUNTY MANAGER OR BOARD OF COMMISSIONERS OF CHEROKEE COUNTY TO REPEAL OR MODIFY THESE RULES. THE POLICIES ARE NOT TO BE INTERPRETED AS PROMISES OF SPECIFIC TREATMENT. ALL EMPLOYEES ARE EMPLOYEES AT WILL AND MAY BE TERMINATED WITHOUT CAUSE.
- 1.0.6 This Personnel Policy Manual is intended to apply to all Cherokee County employees. The broad application of this Policy Manual is intended to ensure that all employees are treated equally.
- 1.1 EQUAL EMPLOYMENT OPPORTUNITY**
- 1.1.1 Cherokee County is an equal opportunity employer. Cherokee County will provide equal employment opportunity to all qualified persons without regard to race, color, creed, religion, sex, national origin, age, disability, genetic information, uniformed service status, pregnancy, childbirth, or other legally protected category or classification. This policy applies to all phases of employment, including, and not limited to, recruitment, hiring, placement, training, promotion, demotion, transfer, reduction in force, separation, compensation, and benefits.
- 1.1.2 Cherokee County is committed to complying fully with the Americans with Disabilities Act (ADA) and its amendments. Consistent with this policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability, perceived disability, or handicap, the County will provide reasonable accommodations to a qualified individual to allow them to perform their job, provided that the reasonable accommodations would not impose an undue hardship on Cherokee County or the operation of the County's business. An employee must notify the Agency Director, Department Director, or the employee's immediate Supervisor that he or she needs an accommodation because of a disability or condition. Upon receipt of an accommodation request, the Agency Director, or his or her designee, will consult with the HR Director, and meet with the employee to discuss

and identify the precise limitation(s) resulting from the disability or condition, and the potential accommodation(s) that Cherokee County might make to help overcome such limitation(s).

- 1.1.3 Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not discriminate on the basis of race, color, creed, religion, sex, national origin, age, disability, genetic information, uniformed service status, pregnancy, childbirth, or other legally protected category or classification. Reasonable accommodation for applicants with disabilities may be provided upon request during an application/interview process.

1.2 ADMINISTRATION OF RECORDS

- 1.2.1 The Human Resources Director, or his or her designee, is responsible for establishing and maintaining an official personnel file for each employee of the County.

- 1.2.2 Agency/Department Directors are responsible for the forwarding of documents for inclusion in the personnel files of those employees assigned to their department.

- 1.2.3 Information should be retained in the personnel file throughout the association of an employee with the County, including, but not limited to the following:

- a. Employee application;
- b. Job description and specification information;
- c. Job performance information;
- d. Education/training information;
- e. Personnel action forms;
- f. Letters of appreciation, commendation, or discipline; and
- g. Other appropriate information, documentation and records for personnel administration purposes.

- 1.2.4 Access to Personnel Records - All information in an employee's personnel records shall be considered confidential, except as provided by law. Employee records may be reviewed by an employee's superiors for purposes of performance evaluation, disciplinary review, and other business purposes. In addition, employee records may be reviewed by others provided that the employee provides written authorization for same to the Human Resources Director, or to his or her designee.

- 1.2.5 Record of Review - The Human Resources Director shall maintain a record of each individual who reviews an employee's personnel

file.

- 1.2.6 Records of Former Employees - Regulations for personnel records and access to the records shall apply to former employees as they apply to present employees.

- 1.2.7 Objections to Contents - An employee who objects to material in his personnel file may place in his file a brief statement about that which he considers to be inaccurate.

- 1.2.8 Penalty for Unauthorized Access - Any employee who willfully allows unauthorized access to personnel records shall be subject to disciplinary action. Any employee who examines a personnel record without proper authorization shall be subject to disciplinary action.

SECTION 2: DEFINITIONS

The following words and phrases as used in these policies, unless a different meaning is required by the context, shall have the following meanings:

207(k) employee: Employees engaged in fire protection (28-consecutive day work period) or law enforcement activities (43- hour work week).

Absenteeism is defined as a failure to appear at work on a scheduled workday or shift exclusive of an approved leave.

Accrual: Process of earning a benefit such as vacation or sick leave.

Adverse Action: An action taken by the County Manager or Agency/Department Director that results in a suspension without pay, salary reduction, demotion, or dismissal.

Agency Director: Includes heads of county agencies. The Agency Director is nominated by the County Manager and confirmed by the Board of Commissioners.

Agency/Department Director: Includes either the Agency Director, Department Director or both.

County Agency: An organization in county government that is responsible for the oversight and administration of specific departments at the direction of the County Manager.

County Policy: A policy adopted by the Board of Commissioners or an administrative policy approved by the County Manager.

Date of hire: The effective date of the individual's employment with the County.

Department Director: Includes heads of departments. The Department Director reports to the Agency Director or County Manager as specified in the job description.

Discharge: Termination of an employee by the County. Discharge may be used interchangeably with Dismissal.

Doctor: A doctor of medicine, Osteopathy, dentist or dental surgeon currently holding an active state license.

Employee-Initiated Resignation: Voluntary separation for any reason other than formal retirement.

Exempt: Employees exempted from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA).

Grievance: An actual or supposed circumstance regarded as just cause for complaint, such as unsafe or unhealthy working conditions; erroneous or capricious application of County policies; or unlawful discrimination.

He/His: Use of this pronoun in this document shall apply equally to both males and females.

Immediate Family: Includes spouse, child, parent, brother, sister, grandparents, parent-in-law, daughter-in-law, son-in-law, or grandchildren. The definition also includes any other person living in the employee's household who is recognized by state law as the employee's dependent, and any individual who stands in loco parentis to an employee when the employee was a child.

In-Law: A relative by marriage such as mother-in-law, father-in-law, daughter-in-law and son-in-law.

Layoff: Separation of an employee by the County for lack of work, lack of funds, reorganization, or other changes that have taken place.

Manager: A Manager is the person responsible for planning and directing the work of a group of individuals.

May: The word may is conditional and implies there is discretion concerning whether a condition exists or an action will take place.

Non-Exempt: Employees covered by the Fair

Labor Standards Act.

Outside Employment: Employment outside of the duties as a County employee. This shall include self-employment and other business activity, as well as working for a second employer.

Overtime: All work performed in excess of the hours permitted under the FLSA work period.

Personnel Records: Includes personnel and medical files. An employee medical file shall be kept separate from his personnel file.

Probation: A period during which a new employee or an employee who has been transferred, promoted, or demoted is being tested on job capability and performance. Additionally a period of time allotted to an existing employee to correct identified performance deficiencies.

Probationary Employee: An employee on a trial status of probation during a period of employment. Probationary periods may be extended under special circumstances.

Regular Employee: An employee, who has successfully completed the probationary period, and is assigned to a position which is regular full-time or regular part-time.

Full-Time Employee: An employee who has successfully completed the probationary period, is assigned to a position which is expected to continue for an indefinite duration, and works a shift schedule which will total no less than 2080 hours per year (40 hours per week).

Part-Time Employee: An employee who has successfully completed the probationary period, is assigned to a position which is expected to continue for an indefinite duration, and works a shift schedule of less than 40 hours per week.

Retirement: Voluntary separation after having satisfied the age and length of employment requirements, according to the County's applicable retirement plans.

Shall/Will: These terms are unconditional and imply that a condition exists or an action will take place.

Supervisor: A supervisor is usually the lowest, or most-junior, management position. It is usually a step above lead, but below Manager.

Supervisor-Initiated Resignation: Termination requested by the supervisor, which permits the employee to resign in lieu of being dismissed.

Tardiness is defined as the failure to report to work at the time scheduled.

Temporary Full-Time Employee: An employee who is assigned to a position that is not expected to continue for an indefinite duration, and works a shift schedule that totals no less than 40 hours per week.

Temporary Part-Time Employee: An employee who is assigned to a position that is not expected to continue for an indefinite duration, and works a shift schedule of less than 40 hours per week.

SECTION 3: CONDITIONS OF EMPLOYMENT

3.0 WORKPLACE ENVIRONMENT

Cherokee County is committed to ensuring that all employees enjoy a work environment free from intimidation, discrimination, harassment, and violence. These issues are discussed in more detail within this Policy Manual. If you have any concerns regarding your workplace environment, report those concerns to the County Manager, the Human Resources Director, and/or to your Agency/Department Director.

3.1 HOURS OF WORK

3.1.1 The normal working hours for County administrative offices shall consist of a continuous eight (8) hour period, excluding a one(1) hour unpaid lunch, scheduled between the hours of 7:00 am and 6:00 pm, with such schedule to be established so that the needs of the department to deliver services to the citizens are met. Such schedule shall be approved by the County Manager. Employees are expected to be at their work location and ready to begin work at the beginning of their work schedule. The meal periods should be scheduled to allow for continuous staffing of offices with at least one person, except where more personnel are required to be on duty.

3.1.2 The standardization of working hours is necessary to provide:

- a. Continuity in access by and service to the citizenry.
- b. Facilitation of teamwork.
- c. Facilitation of supervisory assistance.
- d. Reasonable assurance of compliance with the Fair Labor Standards Act.

3.1.3 Occasions may arise when County services may

be improved through the adjustment of an employee's work hours. Therefore, the County permits Agency/Department Directors the option of approving varying work hours or schedules within their respective departments consistent with this policy. Prior to implementing any varied work schedule, the Agency/Department Director must establish administrative standards and procedures to ensure no disruption in services provided by that department, either to the public or other employees.

3.1.4 The recognized varying work schedules are limited to:

1. Flextime - Employees are given a choice in their report to work time and their end of work time. Flextime schedules are approved in advance and shall not be used to correct tardiness or other attendance problems.
2. Compressed Work Week - Employees are assigned varying hours of work during the payroll period. The typical compressed workweek consists of 4 days working 10 hours each day.
3. Split Shift – A combination of two continuous work periods, separated by a period of two or more hours, including lunch, when no work is performed.

3.1.5 When the workload and schedule permit, two 15 minute paid work breaks daily may be permitted, subject to approval by the employee's supervisor/manager.

3.1.6 Individual requests for adjustment of working hours for personal reasons must be evaluated in light of the employee's past work performance and effect on the criteria enumerated in 3.1.2 above.

3.1.7 Employees must provide their supervisors advance notice of anticipated tardiness or notice of unavoidable tardiness within one hour of their scheduled start time. Failure to do so will be construed as an unexcused absence, and the day or time missed will not be paid for non-exempt employees. Exempt employees will have unexcused time charged to either their vacation or sick leave accumulation, if vacation is not available.

3.1.8 Notification by another employee, friend, or relative is not considered proper, except in an emergency situation where the employee is physically unable to make the notification. Likewise, notices to employees other than the immediate supervisor, or above is not considered

proper.

- 3.1.9 Daily attendance records will be maintained by each department, including the date and time of each absence and the reason for each absence. Attendance shall be a consideration in determining promotions, transfers, satisfactory completion of probationary periods, and continued employment with the County. Frequent tardiness or other attendance irregularities shall be cause for disciplinary action.
- 3.1.10 Hours for part-time and certain other employees may vary from the normal office hours noted above due to the nature of their duties and will be determined by the appropriate Agency/Department Director.
- 3.1.11 The County may provide compensatory time off in lieu of cash overtime compensation for non-exempt and 207(k) employees in accordance with the FLSA.

3.2 WORK PERIODS

This section shall not apply to executive, professional, administrative, and all other employees who are exempt from the FLSA. The referenced work periods may be changed to accommodate special work schedules, such as summer maintenance schedules.

- 3.2.1 The work period for any 24-hour shift firefighter shall be twenty-eight (28) days. All firefighters shall work a schedule of 24 hours on and 48 hours off for an average of 212 hours per 28 day period.
- 3.2.2 The work period for any sworn law enforcement personnel shall be 86 hours per a 14 day period.
- 3.2.3 The work period for E9-1-1 shift employees is thirty-six (36) hours in a seven (7) day period followed by forty-eight (48) hours in a seven-day period. E9-1-1 shift employees work 12-hour shifts.
- 3.2.4 The work period for all other County employees shall be a seven (7) day period beginning on Sunday at 12:01 a.m. and continuing to Saturday at 12:00 midnight. The minimum work week for full time employees shall be forty (40) hours.
- 3.2.5 With respect to 207(k) employees, where hours worked are not in excess of the applicable maximum hours standard, the County may give the employee time off for the hours worked in excess of those normally scheduled.

3.3 NEPOTISM

- 3.3.1 Cherokee County seeks to avoid any suggestions of favoritism, discrimination, or conflict of interest in making decisions to hire, promote, and transfer staff. Because of the actual or perceived problems inherent in employing individuals with close family or other relationships, it is the County's policy that Immediate Family will not be employed in full-time or part-time positions where:
 - a. One relative would have the authority to supervise, appoint, remove, discipline or evaluate the performance of the other.
 - b. One relative would be responsible for auditing the work of the other.
 - c. Other circumstances exists which would place the relatives in a situation of actual or reasonably foreseeable conflict between the County's interest and their own.

- 3.3.2 Where business necessity requires the limitation of employment opportunity for Immediate Family members, the means chosen to meet the business necessity shall be those which have the least adverse impact on the employees, which may include re-assignment to another department or separation of employment for one of the affected employees.

- 3.3.3 The County Manager may authorize an exception to this policy if the position requires specialized training or experience not generally available, there is a vital need to fill the position, substantial efforts have been made to recruit a person who is not an Immediate Family member, and the relationship is unlikely to materially affect their employment.

3.4 PROBATION PERIOD

- 3.4.1 All employees placed in new full-time and part-time positions must serve at least a six-month period of probation, except sworn law enforcement personnel or POST certified employees, E9-1-1 employees, or firefighting personnel, who serve a twelve-month period of probation. This applies to new hires, promotions, demotions, and transfers, and may also be utilized as a disciplinary measure in an attempt to improve deficient performance
- 3.4.2 The probation period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. Nothing in this section, including an employee being placed in a

probationary status, shall limit, alter, modify, or nullify the County's employment at-will status, which includes the right to terminate employment without cause or notice.

3.4.3 If an employee is unable to perform the work, the person may be transferred to a vacant position for which he is qualified. If the department elects not to exercise this option, then the person should be terminated as early as possible. Prior to termination, the Department Director should review the case with the Agency Director for consistency in the application of policy. Early termination saves the County a time and monetary investment and saves the employee possible embarrassment and frustration. Rejected probationers shall be notified of such action in writing by the Agency or Department Director and a copy of said notification shall be retained in the employee's personnel file.

3.4.4 It is expected that informal evaluations will be conducted during the course of the probation period to assess performance and to advise employees of expectations regarding performance. Significant job deficiency (ies) shall be documented in the employee's personnel file. These evaluations provide the necessary justification for retention of the person as a regular employee.

3.4.5 Under unusual circumstances, the probationary period may be extended. This is only after an evaluation of the situation, the employee's abilities, and demonstrated potential. Probation extension is done only upon recommendation of the Agency/Department Director, and approved by the County Manager. Employees whose probationary periods are being extended must be notified by the supervisor prior to the conclusion of the original period.

3.4.6 If the employee successfully completes the probation period, he shall automatically become a regular employee.

3.4.7 When an employee first becomes a regular full-time employee, he becomes eligible for vacation and other appropriate leaves retroactive to the person's beginning date of employment, but will not be able to take vacation leave until after he has been employed six months, unless authorized by Agency/Department Director. Successfully completing the probationary period will not result in additional compensation being paid to the employee.

3.4.8 If an individual has been transferred or promoted, he remains eligible for all fringe benefits included with the previous position during the probation

period for the transfer or promotion. If the position to which an employee has been transferred or promoted carries benefits different from those of the previous position, the person becomes eligible for the benefits of the new position upon the satisfactory completion of the probation period retroactive to the date of the transfer or promotion.

3.4.9 If an emergency arises during an employee's probationary period which requires a leave of absence, such time off, if granted will not be considered as time worked. In this case, the probationary period will be extended to match the time granted through the leave of absence.

3.5 RE-EMPLOYMENT

3.5.1 Any former regular, full-time employee who resigned from the County in good standing is eligible for re-employment.

3.5.2 Persons interested in re-employment should file a completed County application form with the Human Resources department for any advertised vacancy for which the former employee believes matches his/her qualifications. The individual will then proceed through the regular hiring procedures with other applicants.

3.5.3 The date of hire will take the person's previous service with the County into account for retirement service credit purposes; however, salary, benefits, and future increases will coincide with the re-employment date.

3.5.4 The individual's previous personnel file will be re-activated once re-employed by the County provided re-employment is within seven years after the original separation.

3.5.5 All individuals re-employed by the County must complete a new probationary period.

3.5.6 The Agency/Department Director has the discretion to re-employ an individual into any vacant position within the department for which the employee is qualified by following the prescribed recruitment process.

3.5.7 Re-employment of Retirees: If a bona-fide termination of employment as described in section 3.5.1 has occurred, the County may re-employ a retiree on a limited term basis. The following guidelines provide a consistent standard by which all requests for re-employment of retirees will be measured.

1. County Need - Re-employment must be as a result of County need, such as the retired

employee possesses skills and institutional knowledge that the hiring department cannot otherwise obtain with equal cost effectiveness. Or, the hiring department anticipates that the Retired Employee will assist a replacement to acquire necessary skills and knowledge.

2. Break in Service - A period of at least 30 days has elapsed since the time the employee retired and the date of re-employment. Additionally, employees who have not reached normal retirement age must not engage in discussions concerning re-employment for a period of 30 days after their retirement date.

3. Re-employed Status - Unless specifically approved by the County Manager, retired employees are limited to no more than 19 hours per week, or 988 hours during any 12-month period. Re-employment into multiple part-time positions may violate the maximum hour limitation and is prohibited.

4. Compensation - Upon re-employment, the employee will be compensated at the regular rate of pay for the position rehired. The retired employee may elect to either cease or continue to receive benefits under a defined benefits plan, if applicable. If the re-employed retiree continues the benefit, there will be no further accrual of credited service under the defined benefits plan.

If the retiree elects to cease and is rehired into a full-time position, then the employee would be paid at the regular rate, resume contributions and receive additional credited service; at the time of subsequent termination, the retirement benefit is recalculated with the additional service added.

5. Employee Benefits - This policy will not inhibit the County's ability to extend medical benefit eligibility as part of an Early Retirement Incentive Plan (ERIP), or as approved by the Board of Commissioners.

6. Prior Approval Required - All actions to rehire a retiree must be approved by the County Manager after review and consideration of the aforementioned guidelines by the Director of Human Resources.

3.6 ELIGIBILITY FOR BENEFITS

3.6.1 Non-exempt employee compensation will be stated in terms of hourly wage. Exempt employees are considered salaried.

3.6.2 Employee's classified as regular full-time employees shall be eligible to receive all employee benefits provided by the County.

Probationary employees shall be classified as regular full-time employees upon successful completion of their probationary periods, and shall then be entitled to the same benefits as regular full-time employees subject to applicable eligibility provisions and time periods.

3.7 HIRING PROCESS

3.7.1 The Human Resources Department may administer and/or coordinate, for departments under the jurisdiction of the Board of Commissioners, or others if assigned, the hiring process for all position vacancies to ensure compliance with contractual, legal, and equal opportunity requirements.

3.7.2 Prior to filling any vacant regular, full-time or part-time position, hiring departments must complete a position requisition form and secure written authorization from the County Manager, or designee, as may be modified or waived from time-to-time by the County Manager.

3.7.3 POSTING VACANT POSITIONS – In order to fill any vacant or newly created position, the position must be posted to allow for interested candidates to apply. Cherokee County departments have three posting options to use when filling vacant positions:

a. In-house Posting (Departmental) – This option should be used first if departments are able to identify candidates from their current staff. The announcement of the position should be posted for a minimum of five days in a conspicuous place.

b. Internal Posting (For County Employees Only) – This option has been established to provide County employees the first opportunity to apply for vacant positions. Internal postings are accessed via the County intranet and are not accessible to the population at large. These postings will remain open for a minimum of five days and may be updated on a weekly basis.

c. External Posting (All Candidates Interested in County Positions) – This option allows departments to consider anyone who is interested in County positions. External postings will be posted for a minimum of 10 days and may be accessed in the selected media, as well as in the following ways:

1. The website for Cherokee County at: www.cherokeega.com/departments/hr/employment_opportunities.cfm

2. Human Resources Department at 1130 Bluffs Parkway, Canton, GA 30114.

3.7.4 Applications for all advertised vacancies under the jurisdiction of the BOC are to be submitted directly to the Human Resources Department, or if submitted to the hiring department by applicant, immediately following processing by the hiring department. Upon the position closing date, all submitted applications to Human Resources Department will be forwarded to the hiring department for review and consideration. If the posting does not provide for a closing date, the Human Resources Department shall forward applications to the hiring department as they are received.

3.7.6 Upon completion of the review process, the hiring department shall notify Human Resources of the candidate selected to fill the vacancy.

3.8 TESTING

3.8.1 Examinations may be developed for certain positions based on the position's responsibilities, the qualifications required, and resources available. Notice of required examinations will be included on the advertised position announcement.

3.8.2 The examination may consist of oral interview, application review, a structured questionnaire, practical tests, written tests, in-basket exercise or assessment center, and/or other performance tests. In all cases, the testing will be job related and designed to determine the candidate's knowledge, skills and abilities for the position.

3.8.3 The examination contents are developed by the affected department and reviewed by Human Resources for consistency with applicable employment laws. Examination contents are confidential and unauthorized disclosure to any candidate is grounds for discipline. In certain situations, outside consultants may be contracted to assist with test development.

3.8.4 The Agency/Department Director shall ensure that all testing is based on bona-fide occupational qualifications.

3.8.3 Upon receipt of a request for same, the Agency/Department Director shall work with the Director of Human Resources to ensure that reasonable accommodations are made in test procedures to assure that persons with disabilities can be tested in an appropriate manner, unless such accommodation(s) would impose an undue hardship.

3.8.4 Pre-employment testing. All job applicants being considered for employment shall be required to pass pre-employment tests, which may include, but are not limited to, a drug and alcohol screening test, criminal background, medical and/or psychological exam, and credit check..

3.8.5 Random and periodic drug testing. The County retains the right to require all to submit to a drug and alcohol screening test at random or on a periodic basis from time to time as determined by the Agency/ Department Director and the Human Resources Director.

3.8.6 Reasonable Suspicion Testing. A drug and/or alcohol screening test based on reasonable suspicion shall be undertaken in accordance with Section 7.1.7 of this Policy Manual.

3.8.7 Testing after accidents or injury. All employees involved in a work-related incident causing personal injury or property damage shall be tested promptly for drug and/or alcohol use in accordance with County policies. Any employee involved in a motor vehicle accident while driving a County vehicle on a public roadway and who is determined to have been at fault in the accident by the investigating law enforcement officer shall be tested for drugs and alcohol.

3.8.8 Voluntary participation in an employee assistance program prior to an employee being requested to submit to a test is encouraged and such participation shall be kept confidential.

3.9 AT-WILL EMPLOYMENT

All employees of Cherokee County are "at-will" employees. Employment with Cherokee County is entered into on a voluntary basis, and all employees are employed for an indefinite time period. Either the County or the employee is free to terminate the employment relationship at any time without notice, for any reason.

The Board of Commissioners may provide a contract/letter of agreement and/or employment offer letter for the position of County Manager.

3.10 IMMIGRATION LAW COMPLIANCE

Cherokee County is committed to full compliance with federal and state immigration laws, and will hire only individuals with the legal right to work in the United States. Pursuant to the Georgia Security and Immigration Compliance Act, all employees must complete the Form I-9 and provide legal documentation of citizenship and/or work status as set forth on the form. Within three (3) business days of hire, the County Human

Resources Department electronically verifies accuracy of the employee's Social Security number and other documentation through the U.S. Department of Homeland Security verification system. The employee will be immediately notified of a non-confirmation of their Social Security number and will be provided a referral letter. It is the employee's responsibility to resolve the discrepancy with the Social Security office within eight (8) federal government working days. On the 10th federal government working day after the date of the referral letter, the Human Resources Office will make a second inquiry to the Social Security Administration database for a final confirmation. The employee shall continue working until the confirmation process is completed, however, a final non-confirmation will result in immediate termination. This policy and its procedures are intended to comply with the Georgia Security and Immigration Compliance Act. Should any portion of said Act be amended, modified, revised, or repealed, or if other or additional controlling federal or state immigration laws or regulations become adopted in the future, the processes and requirements set forth in such Act, laws, or regulations shall govern.

3.11 PERFORMANCE REVIEWS

3.11.1 County agencies/departments shall utilize an annual performance review process to provide employees appropriate feedback on their work performance and to communicate general competencies necessary to perform the assigned duties and responsibilities of their positions. The form and manner of reviews should be prescribed by the Human Resources Department, in consultation with the respective Agency Director.

3.11.2 Managers and supervisors shall meet with each employee within their area of supervision at least once per year to review performance.

3.11.3 In addition to the annual performance review period, supervisors are encouraged to establish a performance review period of a shorter duration for employees, and particularly for an employee whose performance is deemed to be unsatisfactory, who has been placed on performance probation, who has been issued a performance improvement plan, or for any reason.

3.11.4 As an At-Will employer, the County reaffirms its authority to terminate employment with or without cause, with or without notice. However, there are times when the County recognizes that it is in its best interest to attempt to take rehabilitative actions to positively affect

employee behavior and performance, including progressive discipline. Progressive discipline is a process in which disciplinary action is taken in degrees of increasing severity, such that when an employee engages in different types of misconduct or poor performance, each incident can provoke increased discipline. While Cherokee County advocates progressive discipline when appropriate, the use of progressive discipline will be discretionary and steps should be skipped for particularly inappropriate employee conduct.

SECTION 4: COMPENSATION

4.0 GENERAL

4.0.1 It is the policy of the County and the purpose of this plan to establish a compensation system that will allow the County to effectively compete for qualified personnel and to ensure that salaries are equitable and commensurate with the duties performed by each employee.

4.0.2 The County's pay range schedules include minimum and maximum pay allowed by grade. The pay range schedules for employees shall be adopted by the Board of Commissioners.

4.0.3 Cost-of-Living adjustments may be granted by the Board of Commission upon recommendation by the County Manager. In the event a cost of living adjustment is made, the salary range allowed by grade may not change. Rather, the eligible employee's pay should be adjusted up the range to reflect the cost-of-living increase.

4.0.4 Classification Plan: The County administers a point-factor classification and compensation plan in which jobs with similar duties and responsibilities are assigned to the same salary grade. The Human Resources Director may conduct a point-factor analysis of various jobs when there is an indication an employee is working above or below the established responsibilities for that position. Such review may result in the position being upgraded to a higher grade or downgraded to a lower grade within the plan.

4.0.5 Position Upgrade: In the event that the duties of any position are re-evaluated by the Human Resources Director or County Manager and results in the position moving to a higher grade range, the employee's salary may increase by 5% or the employee may assume the entry level salary of the new range, whichever is greater, subject to the grade minimum and maximum salary levels. However, if the employee is

receiving temporary additional compensation or supplemental pay, such temporary additional compensation shall not be included in the calculation of the salary adjustment.

4.0.6 Position Downgrade: In the event that the duties of any position are re-evaluated by the Human Resources Director or County Manager and results in the position moving to a lower grade range, the employee's salary may be reduced by 5% or more, subject to the grade minimum and maximum salary levels. However, if the employee is receiving temporary additional compensation or supplemental pay, such temporary additional compensation shall not be included in the calculation of the salary adjustment.

4.0.7 Maintenance of the Salary Plan: The Human Resources Director shall be responsible for the continuous maintenance and administration of the County's Compensation Plan. Reviews will include an analysis of prevailing rates of pay for similar positions in comparable labor markets, organizations, cost-of-living factors, budgetary considerations, and other related factors. On the basis of this information, the County Manager may recommend to the Board of Commissioners changes to keep the plan current, uniform and equitable.

4.0.8 New Employees: New employees will ordinarily be paid the minimum rate in the appropriate salary range.

4.0.9 The salary offered to the employee must be consistent with the salary and requirements of the position. An employee who meets only the minimum requirements for the position will start at the bottom of the salary range regardless of the employee's current salary. Employees who exceed the minimum requirements for the position may be offered a salary consistent with the employee's level of skills, experience, and knowledge, but in no case shall the salary be more than 10% above the entry level pay for the position, unless prior approval is obtained from the County Manager.

4.0.10 No employee's salary shall exceed the maximum salary for their position. In the event an employee's salary exceeds the maximum range, he may not receive annual increases until market research warrants increases in grade and/or range or, unless authorized by the County Manager.

4.1 OVERTIME

4.1.1 FLSA: This policy shall not contravene the provisions of the Federal Fair Labor Standards

Act (FLSA) pertaining to the minimum rate of compensation for employment in excess of an established work week/period, excluding exempted positions.

4.1.2 Qualification: To be eligible for overtime pay, the employee must have actually been present at work for the specified number of hours. Vacation, sick, holiday or other types of leave will not count as hours worked for calculating overtime pay.

4.1.3 The County's responsibility for payment of overtime is as follows:

a. The County will compensate overtime at the rate of one and one-half for hours worked in excess of the number of hours allowed per work week/period defined below:

1. Non-exempt Employees will be paid at the rate of one and one-half for hours worked in excess of forty (40) hours per week.

2. Sworn law enforcement personnel (207(k) employees) will be paid at the rate of one and one-half for hours worked in excess of one hundred seventy-one (171) hours in a 28-day work period.

3. Firefighters (207(k) employees) will be paid at the rate of one and one-half for hours worked in excess of two hundred twelve (212) hours in a 28-day work period.

4.1.4 Compensatory Time: When applicable, compensatory time shall be earned at a rate not less than one and one-half hours for each hour of employment in excess of the maximum hours worked as defined in section 4.1.3. Accrued compensatory time shall not exceed one-hundred twenty (120) hours.

a. Any such non-exempt employee who has accrued 120 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation.

b. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

c. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused

compensatory time at a rate of compensation not less than:

1. The average regular rate received by such employee during the last 3 years of the employee's employment, or
2. The final regular rate received by such employee, whichever is higher.

d. An employee, who has accrued compensatory time and has requested the use of such compensatory time, shall be permitted to use such time on the specific date requested by the employee, unless doing so would be unduly disruptive to the department's operations.

e. All compensatory time shall be used by the end of the calendar year, or such accrued time will be paid out in monetary compensation.

4.1.5 Call-Back Pay: If an employee is called back to work outside of normal working hours he will be paid for hours worked, or provided compensatory time, as recommended by the Agency Director

4.2 DEMOTIONS

4.2.1 An employee reassigned to a position in a lower classification regardless of the reason (disciplinary, in lieu of layoff, for as an accommodation due to disability or incapacity, department reorganization, etc.) will receive a cut in pay commensurate with the nature of the demotion as determined by the Agency/Department Director in consultation with the Human Resources Director and County Manager and taking into account the pay scale for the position.

4.2.2 Demotions do not change the person's date of hire.

4.2.3 No employee shall be demoted to a position for which he does not possess the minimum qualifications.

4.2.4 The Department Director will provide advance notice to an employee being demoted whenever possible, except in emergency situations.

4.2.5 Any demotion to prevent layoffs may be revised when the employee's previous position is reopened.

4.2.6 Persons demoted to new positions will be subject to the standard probationary period for the new position.

4.3 PROMOTIONS

4.3.1 The County shall attempt to fill all vacant positions with qualified County employees before advertising to the general public, following a policy of upward mobility whenever possible.

4.3.2 Generally, employees are expected to serve in their current position for at least a year before being considered for a promotion or transfer.

4.3.3 Selection of an employee for a promotion (or lateral transfer) is based on past work record, education, knowledge of the job duties, as well as time in service.

4.3.4 When considering the promotion (or lateral transfer) of County employees having the same or similar qualifications, the position will be filled after considering the factors listed above.

4.3.5 In cases where only one employee applies for a position and the person's abilities and qualifications are known to the hiring department, the formal selection process may be dispensed with upon concurrence of the Human Resources Director.

4.3.6 No offer of promotion may be made to any employee prior to completion of the recruitment and selection process. Temporary assignments may be made by the Agency/Department Director for a specified time or assignment as necessary. Such acting status appointments are made on a temporary basis and the employee returns to his regular position upon completion of the assignment. Such acting status appointments are governed by Section 4.7.4

4.3.7 Whenever an employee is promoted to a higher position, or whenever an employee's position is upgraded, said employee will enter the new grade/position at the entry level of the new position. In the event the entry level of the new or upgraded position does not provide a salary increase, the employee may enter at the level which provides a salary increase of 5% or more with County Manager approval. However, if the employee is receiving supplemental pay for acting status pursuant to Section 4.7.4, such temporary additional compensation shall not be included in the calculation of the salary adjustment. The new pay rate, upon promotion, shall not exceed the maximum of the new pay range.

4.3.8 Promotions do not change the person's date of hire.

4.3.9 Persons so promoted will be subject to the

standard probationary period for the new position.

- 4.3.10 Non-exempt employees promoted to exempt positions shall be entitled to use any accrued compensatory time prior to the effective date of the promotion. In the event that use of compensatory time is not feasible, the employee shall be paid the balance of the compensatory time prior to the effective date of the promotion.

4.4 TRANSFERS

- 4.4.1 Any current employee interested in applying for a transfer must file a completed County application form with the Human Resources Office.

- 4.4.2 If the employee meets the stated requirements for the position, he will proceed through the regular hiring procedures with all other applicants. Transfers are made only when the County's service will benefit. All else being equal, current County employees will be given priority for open positions.

- 4.4.3 Transfer employees will serve a probationary period in his new position. Transfer employees remain eligible for all fringe benefits included with the previous position. If the position to which an employee transfers carries benefits different from those of the previous position, the benefits of the new position apply.

- 4.4.4 Transfers do not change a person's date of hire.

- 4.4.5 Transfers may also be initiated by the County in instances where the County's best interests may be served, without following the standard recruitment procedures.

- 4.4.6 The salary of an employee transferred to a position within the same salary grade will not change, unless prior approval is obtained from the County Manager.

- 4.4.7 Any unused accrued vacation, or sick time for which the employee has at the time of transfer, shall transfer to the new department. Any unused compensatory time will be cashed out or used prior to moving to the new department.

- 4.4.8 Unused holiday hours accrued by Fire & Emergency Services personnel will not transfer and will be paid out at time of transfer.

4.5 POSITION DESCRIPTIONS

- 4.5.1 Position descriptions and job specifications shall be maintained by the Human Resource Department for all positions.

- 4.5.2 The position descriptions shall include: Class Title, Grade Number, Class Code, Department, General Purpose, Supervision Received, Supervision Exercised, Examples of Duties, Minimum Qualifications and Special Requirements.

- 4.5.3 The position description does not constitute an employment agreement between the County and employee and is subject to change as the needs of the County and the requirements of the job change.

- 4.5.4 Examples of duties listed in the position description are intended only as illustrations of the various types of work performed. The omissions of specific statements of duties do not exclude them from the position if the work is similarly related or a logical assignment to the position.

- 4.5.5 Each employee's position description is maintained as part of his personnel file. Additional copies of position descriptions may be requested through the Agency/Department Director or Human Resources Director.

4.6 RECLASSIFICATION

- 4.6.1 Revision of position descriptions and re-allocations within the classification plan shall be made as often as is necessary to provide current information on positions and classes.

- 4.6.2 Each position of employment under the jurisdiction of the Cherokee County BOC is assigned to a particular pay grade. This section allows for changing the assignment of a particular position to a different and more suitable pay grade when it is determined that the position is incorrectly assigned. This change may produce a corresponding change in the salary for the position.

- 4.6.3 An Agency/Department Director may request reclassification review to the Director of Human Resources. A Request for Reclassification shall be submitted in writing, along with a position analysis questionnaire, a detailed statement of justification for the request, and proof of budget availability to support any potential increase in salary of the affected employee. Reclassifications are justified as a result of the following:

- a. The position was originally assigned to an inappropriate pay grade; or
- b. There has been a substantial change in the duties and responsibilities associated with a position since it was originally assigned to a

particular pay grade.

- 4.6.4 Upon receipt and verification of the request, the Human Resources Director shall conduct an analysis of the request for the purposes of determining whether the requested reclassification is warranted.
- 4.6.5 The Position Analysis Questionnaire will be reviewed using established point-factor analysis. Based on this analysis, the Human Resources Director shall determine the appropriate pay grade for the position.
- 4.6.6 If the analysis reveals that the position should be reclassified to a pay grade that is different than the one currently assigned, the Human Resources Director will forward this information to the County Manager for review/approval.
- 4.6.7 If the analysis reveals that the position is properly assigned, then no further action will be taken other than to inform the Agency/Department Director of the result of the review.
- 4.6.8 The County Manager shall review, approve or disapprove recommendations of the Human Resources Director regarding all Requests for Reclassification.
- 4.6.9 Treatment of Affected Employee Upon Reclassification of Position
- If the position is occupied at the time of reclassification, the employee shall be entitled to serve therein with the corresponding status after the reclassification.
 - If the position is assigned to a higher grade as a result of the reclassification, such action is considered a position upgrade. If the position is occupied at the time of an upgrade, the employee's salary shall be affected as outlined in 4.0.5.
 - If the Position is assigned to a lower grade as a result of the reclassification, such action is considered a downgrade of the position. If the position is occupied at the time of a downgrade, the employee's salary shall be affected as outlined in 4.0.6.
 - In all cases of reclassification of a vacant position, the position shall be filled at the beginning salary of the new pay grade.

4.7 SUPPLEMENTAL PAY

- 4.7.1 The County may provide supplemental pay to employees who perform hazardous or specialized

duties as required by the job description for Special Operations (Fire) and Paramedic. Employees in classifications up to, but not including, Fire Division/Battalion Chief may be eligible for this pay.

- 4.7.2 Employees in the Sheriff's Office assigned in a specialty area may receive supplemental pay in the amount up to 5%, or up to 7% if assigned as CMANS Agent. Employees in sworn classifications up to, but not including, Captain, Major or Chief Deputy Sheriff, may be eligible for this pay.
- 4.7.3 Supplemental pay will be discontinued in the event the employee is reassigned to a different position not eligible for supplemental pay. The number of slots eligible for supplemental pay is a fixed number authorized by the Board of Commissioners.
- 4.7.4 The County Manager reserves the right to provide supplemental pay to employees who achieve additional or special degrees and/or certifications at the request of the Agency Director.
- 4.7.4 *Acting Status.* When an employee is temporarily reassigned to a position that is different from the regular assignment, or when the employee is temporarily assigned a significant increase in duties and responsibilities above the employee's regular position, the Agency Director may recommend to the County Manager that the employee's salary be increased up to 5% percent for the duration of the reassignment. All employees reassigned to acting status should meet the minimum requirements for the new position prior to the reassignment. The duration for acting status shall not exceed 12 continuous months without written approval of the County Manager. Requests to extend the 12 month limitation must be provided in writing to the County Manager.

4.8 WORKER'S COMPENSATION

- 4.8.1 All employees of the County are covered by the State of Georgia Workers' Compensation Act. Workers' compensation is a benefits program created by state law that provides medical, rehabilitation, income, death and other benefits to employees and dependents due to injury, illness and death resulting from a compensable work-related injury covered by the Law. The County self-funds its Workers' Compensation Program.
- 4.8.2 An employee who sustains an injury on the job must, at the time of the injury, notify his or her supervisor, Agency/Department Director, or the Human Resources Director of the injury, and must document same on forms provided by the

Human Resources Department. An employee may lose the right to receive compensation if an accident is not reported promptly.

- 4.8.3 Use of Designated Physicians – If medical attention by a physician is needed, the employee must select a doctor from the approved panel of physicians provided by the County. In an emergency, the employee may receive temporary medical care from any doctor until the emergency is over, then the employee must obtain treatment from a doctor on the County's approved panel of physicians. Cherokee County reserves the right to refuse payment of medical services for any employee examined by a physician not listed on its approved panel of physicians.
- 4.8.4 If the injury will prevent the employee from working, the employee must submit a physician's statement verifying same.
- 4.8.5 If the injury necessitates the employee's absence from work, the employee shall receive his/her regular rate of pay for a maximum of seven (7) calendar days. Thereafter, the County's worker's compensation carrier shall determine if further compensation is required.
- 4.8.6 Effect on Leave - Time spent on Workers' Compensation leave shall not be considered "hours worked" for purposes of leave accrual.
- 4.8.7 An employee may be paid for earned sick leave while on Workers' Compensation leave. Such payment, when combined with the Workers' Compensation benefit, shall not cause the employee's salary to exceed the normal rate of pay prior to work injury.
- 4.8.8. If an employee qualifies for worker's compensation benefits, and the worker's compensation leave is for an FMLA-qualifying reason, the employee's worker's compensation leave and the FMLA leave will run concurrently.
- 4.8.9 Return to Work – Any employee who has lost time due to a work-related injury or illness must obtain a doctor's statement for the time missed and a fitness-for-duty certification to return to work. Doctor's notes that specify work restrictions must be adhered to by the employee.
- 4.8.10 A worker's compensation leave may not exceed twelve (12) months. If an employee does not return to work within twelve months from the date of injury, employment will be terminated.

SECTION 5: BENEFITS

- 5.0 Cherokee County offers a variety of benefits to its employees. Information in this Policy Manual is intended to only summarize those benefits. Terms of written plan documents, insurance policies or other benefits plans and policies will be the controlling documents. Employees should refer to official plan documents or policies for detailed plan or policy information. Employees should contact the Human Resources Department with any questions about Cherokee County's employee benefits.
- 5.1 **GROUP HEALTH PLAN**
- 5.1.1 The County offers to all its full-time employees and their eligible dependents group health coverage. The County pays a percentage, approved by the Board of Commissioners, of premiums for those with individual, dependant or family coverage.
- 5.2 **LIFE INSURANCE**
- The County provides life insurance to all its full-time employees. Premiums for employees may be paid in full by the County.
- 5.3 **GROUP DENTAL PLAN**
- 5.3.1 The County offers to all its full-time employees and their eligible dependents group dental coverage. The County pays a percentage, approved by the Board of Commissioners, of the premiums for those with individual, dependant or family coverage.
- 5.4 **CREDIT UNION**
- 5.4.1 County employees and their family members are eligible to participate in the credit unions. Credit unions offer a variety of services to members, including savings programs, money market accounts, certificates of deposit, individual retirement accounts (IRA's), loans, check cashing, loan protection insurance, and member account insurance. All contributions are financed 100% by the employee.
- 5.5 **DEFERRED COMPENSATION - 457**
- 5.5.1 The County provides an option to any eligible employee to invest a portion of his present earnings in a deferred compensation (457) plan. This is an arrangement where a percentage of an employee's salary can be designated by the employee to be withheld from his or her paycheck and invested for payment at a later date, usually at

retirement. Under this arrangement, neither the deferred amount nor earnings on the investments are subject to current Federal income taxes until such time as the employee receives payment from the plan.

5.5.2 The County approved program includes various investment options. Enrollment may be arranged through the Human Resources Office, and is open to any individual who has achieved full-time employee status with the County. Contributions to the program are made by employees through payroll deductions.

5.5.3 Benefits received through this program are in addition to any Social Security for which the participating employee would be eligible.

5.5.4 The County makes no claim of profitability of investment options and is not responsible for any gains or losses that may occur as a result of individual investment choices.

5.6 RETIREMENT – DEFINED BENEFIT PLAN

5.6.1 The County chooses to provide all full-time County employees a defined benefit retirement program, and may modify defined benefit plan documents from time to time.

5.6.2 A participant who meets the requirements of the Defined Benefit Pension Plan, upon retirement on his normal retirement date, shall receive a monthly retirement benefit under which payments shall commence on the first day of the month coinciding with his normal retirement date (provided that appropriate advanced notice is given by the employee) and shall be payable on the first day of each month thereafter during his lifetime. The amount of the monthly retirement benefit of service shall be in accordance with the County's Pension Plan. Employees should notify the Human Resources Department at least 30 days prior to their anticipated retirement date to ensure that all paperwork can be processed in a timely manner.

5.6.3 County employees hired before January 1, 2003 may still participate in the County's 401(a) Defined Contribution Plan, if they do not elect to participate in the Defined Benefit Plan.

5.7 FLEXIBLE SPENDING ACCOUNT

5.7.1 The County may provide Medical and/or Childcare Flexible Spending Accounts for its full-time employees. Employee contributions are pre-tax deductions and shall be used for reimbursement for medical and/or childcare related expenses not covered by other County

healthcare plans. Employees seeking to take advantage of such flexible spending accounts are urged to give due consideration to the amount of money they wish to contribute for the subject year, because if the employee puts in more money than they use for medical and/or childcare related expenses, they may lose the unused amount.

5.8 SOCIAL SECURITY

5.8.1 All employees are automatically included as participants in the Social Security System (FICA) which provides workers with the following benefits: retirement insurance, survivor's insurance, disability insurance, Medicare for the disabled and the aged, and supplemental security income.

5.9 UNEMPLOYMENT COMPENSATION

The County is a covered employer under the Unemployment Compensation law. The basic objective of the program is to provide a partial replacement of wages for its employees during short periods of involuntary unemployment under certain circumstances. The program is financed completely by the County.

5.10 CONTINUANCE OF MEDICAL COVERAGE (COBRA)

5.10.1 Group insurance benefits will terminate upon termination of employment. However, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified dependents the opportunity to continue health insurance coverage under the County's health plan when a "qualifying event" would normally result in loss of eligibility. Typical qualifying events include termination of employment (excluding for gross misconduct), divorce or legal separation, leave of absence, a dependent child no longer meeting eligibility requirements, or retirement. Under COBRA, the employee or dependent pays the full cost of coverage at Cherokee County's group rates (which includes Cherokee County's portion of the premium) plus an administrative fee. The County will provide a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the health plan, or upon request of the employee. Employees should contact the Human Resources Department to report any change in personal status (or qualifying event) which might affect their benefits, or for any questions about County health plans.

COBRA benefits will be discontinued when the employee becomes eligible for Medicare benefits,

with the exception that where an employee's separation occurs less than 18 months after the date the covered employee became entitled to Medicare benefits, the period of coverage for qualified beneficiaries other than the employee will not terminate before the close of the 36-month period beginning on the date the covered employee became so entitled to Medicare benefits.

5.11 EMPLOYEE RECOGNITION

5.11.1 Service Awards - Employee tenure may be recognized by the presentation of a service gift or cash. These may be awarded to full-time employees by the Board of Commissioners or its designee. Recognition may be given every 5 years.

5.11.2 Retirement - Upon retirement, an employee may be honored by the Board of Commissioners with a plaque and gift. The value of gifts may be determined by the tenure of the employee:

<u>Years of Service</u>	<u>Gift Value</u>
20+	\$ 250.00

5.12 VEHICLE

5.12.1 County Vehicles – Cherokee County may provide employees with vehicles to help them in carrying out their job efficiently and effectively.

a. Personal Use - Employees shall not use a County vehicle for personal or private business. The only exception to this is commuting to and from work in a County vehicle. Employees who commute in a County vehicle shall be governed by the following guidelines.

b. Authorization - Use of a County vehicle for commuting must be authorized by the County Manager for one of the following reasons:

1. Emergency Calls - The employee responds to emergency or after hours calls, and
2. The cost of providing the vehicle is less than the expense of mileage reimbursements for using a personal vehicle on County business, or
3. The vehicle carries special equipment or personnel to respond to an emergency. Delays in getting this equipment or personnel to the scene of the emergency would result in increased danger to the public.

5.12.2 Additional Benefits - The County may provide a vehicle or an allowance for the use of a personal vehicle as an additional fringe benefit for selected personnel. The criteria for providing such a benefit shall be:

- a. The County receives intangible benefits from giving the employee the vehicle benefit such as the speed of response to emergencies or after hours services which justify the benefit, or
- b. Provision of the vehicle or vehicle allowance is considered to be a part of the total compensation package for the position.

5.12.3 Taxation – If the vehicle is provided to an employee and is authorized and required for commuting to and from work, there is no tax liability on part of the employee. If a vehicle is not required for commuting to and from work, the value of the use of the County's vehicle will be reported as income to the employee for tax purposes. The County will withhold appropriate taxes from the employee for the value of the vehicle's use and will pay any taxes incurred as an employer.

5.12.4 Penalty for abuse - Employees may not use a County vehicle for personal use other than authorized commuting to and from work, unless written authorization is obtained from the County Manager. Any further personal use of the vehicle will result in disciplinary action against the employee.

5.12.5 Motor Vehicle Record - It is the policy of Cherokee County and a requirement of employment that every employee filling a position that requires a valid driver's license have a motor vehicle record (MVR) specified grading requirements. This MVR policy applies both to drivers of entity owned vehicles, and employees using personal vehicles in the course of their employment as well.

Employee MVR's will be examined prior to the date of employment and every year thereafter. Any job offer made where the job requires a valid driver's license will be contingent upon a MVR meeting the required standards. Continued employment with the County in a position requiring a valid driver's license will require a MVR meeting the specified standards.

All violations will be reviewed by the County Manager and Human Resources Director and may result in disciplinary action, up to and including termination.

5.13 EMPLOYEE ASSISTANCE PROGRAM

5.13.1 The County may maintain for its employees and their immediate family members a counseling and treatment program, referred to as the Employee Assistance Program or EAP. This program, provided by an outside professional medical organization, assists County employees and their immediate family members with a wide range of personal problems that may have a negative effect on their well being and/or job performance. The provider will furnish an assessment for the employee or family member and make recommendations for further counseling or treatment as needed either at their facility or by making a referral to an appropriate agency.

5.13.2 Common problems for which employees may seek professional counseling through the Employee Assistance Program are: financial, marital, alcohol abuse, drug abuse, dealing with problem children, coping with stress, death of a family member, divorce and children with certain medical problems.

5.14 OTHER BENEFITS

5.14.1 Year End Supplement: The Board of Commissioners may authorize a year-end supplement to both full and part-time employees, contingent upon budgetary approval.

5.14.2 Uniforms: The County may provide uniforms or an allowance for the purchase of uniforms to regular full-time employees.

5.14.3 Personal Safety Equipment: Employees may be eligible to purchase safety equipment through a County Contract. Employees may use payroll deductions to pay for these items. The County may pay for personal safety equipment at the discretion of the County Manager.

5.15 BENEFITS COMMITTEE

5.15.1 Authority and Mission

A. Authority: By authority of the Board of Commissioners, the Benefits Committee (the "Committee") is hereby created.

B. Mission: The Mission of the Committee is to facilitate the provision of quality and affordable health and other benefits for County employees and their eligible dependents by acting in an advisory capacity to the County Manager to:

- facilitate the provision of quality and affordable retirement benefits for County employees;

- build a foundation for an effective health care program that encourages wellness through healthy lifestyle, including features that provide the best value for cost in the health care plan design, while reducing health care costs to employees, eligible dependents, and taxpayers;

- rely upon a combination of initiatives for employee, dependent and providers in making health care decisions;

- gain employee understanding and endorsement of health, retirement, and other benefit programs; and

- develop fact-based outcome measures for cost effective health care programs.

5.15.2 Membership of the Committee: Each of the following agencies shall recommend to the County Manager an appointment to serve on the Committee, which shall not include Agency Directors. The length of service by such members shall continue until the agency changes its representatives. The Committee shall be comprised of the following voting members:

One representative from each of the following: Fire & Emergency Services, Sheriff's Office, Clerk of Court, Public Works, Community Development, Community Services, Recreation & Parks, E-911, Judicial (Superior, State, Magistrate, Juvenile, or Probate), District Attorney, Solicitor, Office of Financial Management & Budgeting, County Marshal, Tax Commissioner, Tax Assessor, and Elections.

If the designated representative is unable to attend, each agency may select a voting alternate to take their place.

Non-Voting Members of the Committee:

- Benefits Administrator
- Human Resources Director or designee.
- Chief Financial Officer or designee.
- County Manager or designee.

Non-Voting Staff to the Committee:

- HR Staff
- HR Assistant-Benefits

5.15.3 Chairperson: The Committee shall elect a Chairperson, Vice-Chairperson, and Secretary at their first meeting to serve a term of 1 year.

5.15.4 Meetings: The Committee shall hold meetings at least quarterly and conduct said meetings in the BOC Conference Room, 1130 Bluffs Parkway. The Committee members themselves and

Committee staff and non-voting members may attend all meetings. Other individuals may attend subject to the approval of the Chairperson, or Vice-Chairperson in the absence of the Chairperson.

5.15.5 Quorum: Nine (9) members of the Committee shall constitute a quorum for the transaction of business. The Committee shall take no formal action unless it is adopted by the concurring votes of a super-majority of those present constituting a quorum in any meeting (7 of 9 members present constitutes a super-majority). When recommending a change in benefits to the County Manager, a super-majority vote of those members present and constituting a quorum is required, however, in the event that one or more members of the Committee oppose such a recommendation, the Committee shall cause its report and recommendation to reflect the majority and minority opinions. If the Committee is unable to achieve a super-majority vote of those members present, the Committee shall cause its report to be submitted to the County Manager without a recommendation but reflect the majority and minority opinions.

5.15.6 Minutes: The Secretary of the Committee shall maintain minutes of all its meetings. All decisions and recommendations, and findings of fact shall be entered in the Committee's minutes, and available in the Benefits Division of the Human Resources Department for a minimum of 3 years.

SECTION 6: LEAVE

6.0 FAMILY LEAVE

6.0.1 Cherokee County will provide employees with up to twelve (12) workweeks of unpaid family and medical leave during any twelve month period for the following:

- a. Birth of a child and to care for the newborn child within one year of birth;
- b. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- c. To care for the employee's spouse, child, or parent who has a serious health condition;
- d. A serious health condition that renders the employee unable to perform the essential functions of his or her job; and/or

- e. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty; or

Twenty-six (26) work weeks of leave during a single 12-month period to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is the spouse, son, daughter, parent, or next of kin to the employee, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

6.0.2 Ordinary illnesses do not qualify for FMLA, such as the common cold, flu, ear aches, upset stomach, headaches and routine dental care. To be eligible for leave under the FMLA, an employee must have a condition that renders him or her unable to perform their essential job function.

6.0.3 To be eligible for leave, an employee must have worked for at least twelve (12) months for the County and for a minimum of 1,250 hours during the previous year.

6.0.4 Employees who take leave will be entitled to return to their positions, or positions with equivalent benefits, pay and other terms and conditions of employment, provided that the returning employee is able to perform the essential functions of the same or equivalent position upon his or her return. The County may deny restoration to a job position to employees who are among the highest paid 10 percent of the employees where the denial is necessary to prevent substantial and grievous economic injury to the operations of the County.

6.0.5 Employees may accrue any seniority or employment benefits during any period of FMLA leave.

6.0.6 The County will provide coverage under a group health insurance plan for employees who are on leave under the same conditions as coverage would have been provided if no leave had been taken.

6.0.7 Employees are required to provide at least 30 days notice for foreseeable events that require leave under the FMLA. Leave resulting from the birth of a child or the placement of a child for adoption or foster care may not be taken intermittently or on a reduced leave schedule unless the employee and the County agree on the schedule of intermittent or reduced leave.

6.0.8 Leave resulting from the serious illness of a child, spouse, parent or the employee can be taken intermittently or on a reduced leave schedule when medically necessary.

6.0.9 Concurrent Utilization of Paid Leave and/or Compensatory Time: An employee requesting leave pursuant to the FMLA is required to utilize all accrued personal leave and/or compensatory time available as part of the 12-week leave period. If the available paid leave for the employee is less than twelve working weeks, the additional weeks of leave necessary to obtain the twelve work weeks of leave available under the FMLA shall be provided without compensation. In any event, any combination of personal leave, compensatory time, and/or unpaid family and medical leave shall not exceed twelve (12) weeks. Use of personal and/or compensatory leave, or any combination thereof, must be used concurrently with FMLA leave. FMLA requests will be retroactively dated to the beginning of the current personal and/or compensatory leave, or any combination thereof in the event that the paid leave is commenced prior to the request for FMLA.

6.0.10 An eligible employee who requests leave for a serious health condition of the employee or a qualifying family member shall submit certification from an appropriate health care provider to the Human Resources Director when requesting FMLA leave.

Certification shall be sufficient if it states:

- (1) The date on which the serious health condition commenced;
- (2) The probably duration of the treatment or condition;
- (3) The appropriate medical facts within the health care provider's knowledge; and
- (4) The estimated amount of time the employee needs to care for the qualifying family member or a statement of the extent to which the employee is unable to perform the essential functions of the employee's position.

In any case in which the Human Resources Director has reasonable doubt as to the validity of the certification, the Human Resources Director may require the employee to obtain the opinion of a second health care provider at the expense of the County. In any case in which the second opinion differs from the original certification, the Human Resources Director may require the

employee to obtain the opinion of a third health care provider designated or approved jointly by the Human Resources Director and the employee at the expense of the County. The opinion of the third health care provider shall be considered to be final and shall be binding on the County and the employee. The Human Resources Director may also require that the employee obtain subsequent re-certification on a reasonable basis.

Health care providers who may provide certification of a serious health condition include:

- a. doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- b. podiatrists, dentists, clinical psychologists, and optometrists, authorized to practice in the State and performing within the scope of their practice under State law; and
- c. any health care provider recognized by the County's group health plan.

6.0.11 An employee qualifying for worker's compensation leave must run any requested FMLA leave concurrently with that of all concurrent and/or intermittent worker's compensation leave. The employee must elect to use either worker's compensation benefits or paid leave during the FMLA period.

6.0.12 In any occasion in which a husband and wife are eligible for leave under the FMLA and are both employed by Cherokee County, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any 12-month rolling period, in the case where leave is taken for childbirth, adoption, foster care, or to care for a sick parent.

6.0.13 In the event that the Human Resources Director denies, in whole or in part, a request for leave pursuant to the FMLA, an employee has the right to appeal that decision consistent with the following procedures:

Any such appeal from an employee must file within three (3) working days following receipt of the denial decision from the Human Resources Director. The written notice of appeal shall include the request for leave and all supporting documentation provided to the Human Resources Director. The appeal shall be filed with the County Manager who has the authority to amend or reverse the decision of the Human Resources Director. Failure of the employee to appeal

within three (3) working days shall result in forfeiture of any further right of appeal of a denial.

The County Manager shall review the record of the appeal and shall, within five (5) working days, issue a final determination. The decision of the County Manager shall be final.

- 6.0.14 Return to Duty from FMLA Leave: As a condition for return to duty, the employee may be required to provide certification from the employee's health care provider that the employee is able to resume work.

6.1 BEREAVEMENT LEAVE

- 6.1.1 A regular full-time employee who has a member of his immediate family taken by death shall receive up to five days off with pay as bereavement leave to arrange and/or attend funeral activities.
- 6.1.2 If additional time is necessary, it shall be taken as vacation or sick leave (or unpaid leave if vacation or sick leave has been exhausted) with advance authorization by the appropriate Agency/Department Director or Human Resources Director. Time for attendance at funeral of others may be granted without pay or made up within the same pay period.
- 6.1.3 The employee must notify his immediate supervisor upon making the determination to take time off from work.
- 6.1.4 Employees who fail to return to work on the date specified to the Agency/Department Director without receiving an extension are subject to disciplinary action, up to and including termination.

6.2 HOLIDAYS

- 6.2.1 The County may celebrate the following holidays off with pay for full-time employees, contingent upon budgetary approval by the Board of Commission:

New Year's Day	January 1
Martin Luther King	3 rd Monday of Jan
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1 st Monday of Sept
Veterans Day	November 11
Thanksgiving Day (2)	
Christmas (3)	
Birthday (floating)	

- 6.2.2 In the event a holiday falls upon a Sunday, the

following Monday shall be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall be deemed to be the legal holiday. Notwithstanding, New Year's Day will always be recognized on the first business day of the year.

- 6.2.3 To receive pay for an official holiday, the employee must either: 1) work the days immediately before and after the holiday, or 2) be on approved paid leave on those days.

- 6.2.4 Non-exempt Firefighters and uniform sworn law enforcement personnel (207(k) employees), and other non-exempt employees authorized to work during any holiday as defined in Section 6.2.1, may be paid at the rate of one and one-half times the normal hourly rate for hours worked on the holiday, plus holiday pay equal to twelve hours for non-exempt firefighters and eight hours for all other workers, as approved by the Board of Commissioners and included in the annual budget.

- 6.2.5 Any employee who has accrued holiday hours shall use said holiday hours within the year earned and prior to using vacation hours.

6.3 JURY/COURT LEAVE

- 6.3.1 Any regular full-time employee who is required to serve on a jury, or as a result of official Cherokee County duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay. A probationary employee called will have his probationary period extended to by the same amount of time as required for serving on jury duty. An employee who receives notice of jury duty or witness service must notify his supervisor immediately in order that arrangements may be made to cover the position. The County reserves the right to request that an employee who is called for jury be excused if their absence would create a hardship on the operational effectiveness of the department to which they are assigned.

- 6.3.2 Time away will not affect vacation or sick leave accruals.

- 6.3.3 Employees who appear in court as the plaintiff or defendant or are otherwise subpoenaed to appear in any action not related to their official duties or County business shall not be paid for time away from work unless that time is accrued vacation or compensatory leave. In addition, an employee shall not be granted court leave for any case in which the employees is charged with a crime.

6.3.4 The employee may keep any court payment for services performed on the days of his regularly scheduled workday or performed while on vacation or compensatory leave.

6.3.5 Employees are to return to work after jury duty although no more than the regularly scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact his supervisor and to report to work as instructed.

6.4 MILITARY LEAVE

6.4.1 The authority for this policy is derived from the provisions of Georgia law § 38-2-279 and applies to all County employees who are affiliated with the United States Armed Forces, National Guard or Coast Guard.

6.4.2 Employer's Responsibilities:

- a. The County is obligated to release employees for service with the Armed Forces when the employee participates in:
 1. Annual Training
 2. Inactive Duty Training (Weekend drills)
 3. Involuntary call-up
- b. Ordered military duty shall result in no loss of seniority status or benefits which would have normally accrued if the employee had not been absent for such purposes.
- c. The County is obligated to grant Military Leave with pay to the employee for absences not exceeding eighteen (18) calendar days per year in accordance with Georgia law. For 207(k) firefighters, or any other employee working a 24 hour shift on and 48 hour shift off, a calendar day shall consist of 24 hours. The County will not require the employee to use normal annual leave (accrued vacation) for such purposes. The employee may, however, request use of vacation, or leave without pay to supplement absences exceeding those covered by the eighteen day Military Leave allowance.
- d. In the event an employee is called to active military duty, the county will provide the reservist differential pay to be the difference between the reservist's base pay with the County and the base pay, excluding benefits, for the military service. This differential pay will not be dependent upon accrued leave and will continue for the period of active duty not to exceed 365 days.

All reservists called to active duty will be required to present a payroll receipt for their military service to verify salary levels. A check will then be issued for the differential.

6.4.3 Employee's Responsibilities:

- a. The employee is responsible to provide to their Agency/Department Director copies of all military orders which will result in a leave of absence for military duty.

Orders must specify the duties of absence, promulgation authority, letter order number and signature of issuing authority. Employees are required to notify their supervisors at the earliest possible date upon learning of scheduled military duty.

- b. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action up to and including termination.
- c. Inactive duty training dates (weekend drills) should be provided to the Agency/Department Director as soon as available if the dates conflict with scheduled employment with the County.
- f. Extended leave of absence (exceeding 18 calendar day allowances) will be pursuant to the policy on LEAVE OF ABSENCE WITHOUT PAY.

6.5 SICK LEAVE

All full-time employees, whether paid on an hourly basis or by salary, shall be entitled to sick leave as follows:

- 6.5.1 A full-time employees shall be entitled to sick leave from the date of employment. Sick leave shall be granted at the rate of 3.08 hours for each pay period of service. Sick leave shall be granted at the rate of 4.38 hours each pay period for 207(k) firefighter employees.
- 6.5.2 Employees entitled to sick leave may remain away from work with pay, where such absence is the result of personal illness or physical incapacity not job related, sickness of an immediate family member, involuntary or enforced quarantine, or death in the immediate family of such employee.
- 6.5.3 In the event of an employee's death, accumulated sick leave may be paid to the dependent spouse or child or the dependent's estate.

- 6.5.4 Sick leave benefits shall apply to bona fide cases of sickness, accidents, doctor or dental appointments, maternity leave, and requests for the employee's presence by immediate family, doctor or clergy due to family illness or emergency.
- 6.5.5 A full-time employee who is on sick leave as above specified for a period of three (3) consecutive work days or longer shall, prior to being entitled to any compensation therefore, furnish without delay a report from a doctor which shall contain a diagnosis of the sickness, whenever possible.
- 6.5.6 Any employee who becomes ill while on a vacation status may be granted sick leave for the period of illness. This determination shall be made by the Human Resources Director based on a written statement from the employee's doctor.
- 6.5.7 When an employee goes on Sick Leave he must notify his Agency/Department Director or designated supervisor immediately. Notification should be at least one (1) hour prior to the beginning of the scheduled work day. Failure to do so may result in denial of such leave pay. The employee should also let the supervisor know when he expects to return to work.
- 6.5.8 An employee who is on sick leave shall keep his supervisor advised on a daily basis as to improvement to his or her condition and expected date of return to duty. If requested, the employee shall file a doctor's certificate stating the cause of the absence and the nature of the illness before sick leave payment is authorized.
- 6.5.9 Sick leave shall be rounded off to the nearest half hour. When possible, sick leave should be taken in increments of no less than one (1) hour.
- 6.5.10 No sick leave will be given to an employee in excess of the amount earned and available to the employee. An employee may utilize vacation time when sick leave has been exhausted at the discretion of the Agency/Department Director.
- 6.5.11 An employee who separates employment with the County for any reason other than death will not be paid for sick leave earned or used up to the date of separation.
- 6.5.12 Employees covered under the 401A retirement plan that elected not to be covered under the Defined Pension Plan and who meet the qualifications for retirement, may receive pay for ½ of their accrued sick leave at time of retirement. All accrued sick leave will be credited toward the Defined Benefit Pension calculation

for those employees who meet the qualifications for retirement. Retirees will not receive any other compensation for accrued sick leave upon retirement.

- 6.5.13 Sick leave is non-transferable, except in cases of extreme life-threatening illness, such as cancer, heart attack, stroke or other major illness. Such requests will be reviewed and approved by the County Manager and Human Resources Director on a case by case basis.
- 6.5.14 Perfect Attendance: In December each year, Agency/Department Directors shall provide a list of full-time employees who have not utilized sick leave for any reason during the previous 12 months. Upon certification, the employee may be granted twenty-four (24) hours compensation as discretionary pay for perfect attendance. 207 (k) fire-fighter employees may be granted thirty-six (36) hours compensation as discretionary pay for perfect attendance.

For the purpose of Perfect Attendance, employees may choose to use accrued compensatory time (excludes accrued vacation or holiday time) in lieu of accrued sick leave, for bona fide accidents, doctor or dental appointments, maternity leave, and request for the employee's presence by immediate family, doctor or clergy due to family illness or emergency.

6.6 VACATION LEAVE

- 6.6.1 Vacation (Annual) Leave- The County provides vacation leave with pay to each regular full-time employee for rest and relaxation.
- 6.6.2 Probationary Employees - While in a probationary period, employees shall earn vacation leave; however, an employee may not take vacation leave during his six months of employment (12 months for sworn law enforcement personnel, applicable E9-1-1 employees, and applicable Fire & Emergency Services personnel) unless authorized by Agency/Department Director.
- 6.6.3 Vacation Earned - A regular full-time employee working the basic workweek shall earn vacation leave at the following rates:

Service	Hours
0 – 5 years	80 hours
6 – 10 years	120 hours
11 – 15 years	144 hours
16 – 20 years	160 hours
21 – 24 years	176 hours
25 and over	200 hours

6.6.4 Vacation Earned – Firefighters/Sheriff (207k): All 207(k) employees, except FLSA exempt staff, shall be granted vacation leave in proportion to the average number of hours in the work period.

Yrs of Service	Hrs Earned each Year	
	Fire	Sheriff
1 – 5 years	108	86
6 – 10 years	168	129
11- 15 years	194	155
16 – 20 years	216	172
21 – 24 years	238	189
25 and over	270	215

6.6.5 Maximum Accumulation - Employees with an accumulated balance on December 31 may retain this balance. In no event shall annual leave be accrued in excess of 320 hours (480 for firefighters). Near the end of each year, accrued leave in excess of the maximum annual accumulation will be credited toward the employee’s Defined Benefit Pension calculation. The date for the review and cutoff will be published each year, but will occur using the end date of the last full payroll cycle for the year. As an example, for 2011 the effective date is Saturday, 12/24/2011.

6.6.6 Payment for Annual Leave - An employee who is terminated shall be paid for annual leave earned up to the date of separation.

- a. On Death of Employee - The estate of an employee who dies while employed by the County is entitled to be paid for all the vacation leave in the employee's account.
- b. Maximum Limit - The maximum payment for annual leave on termination shall be three hundred and twenty (320) hours (480 for firefighters).

6.6.7 Upon resignation or retirement from County employment an employee in good standing shall be paid the normal rate of pay received by the employee on his last physical date of employment for his unused annual leave.

Upon retirement from County employment an employee may elect to be paid for unused annual leave or apply such leave toward the Defined Benefit Pension calculation.

6.6.8 All vacations shall be taken at such time as shall be approved by the head of the department.

6.6.9 Annual leave shall be expended in increments of not less than 1 hour.

6.6.10 Vacations shall be scheduled at such times as the

supervisor or Agency/Department Director finds most suitable after considering the wishes of the employee and the requirements of the department. All requests for vacation must be approved by the supervisor or Agency/Department Director prior to the commencement of the requested vacation.

6.6.11 The established period of determining vacation credit will be from the employee's date of hire. Vacation credit earned by an employee cannot be transferred to another employee except by written approval of the Agency/Department Director(s).

6.6.12 Paid holidays occurring during vacation are not charged to vacation.

6.6.13 Compensatory time off must be exhausted before vacation is taken, even if this will result in accrued vacation being forfeited.

6.6.14 Accrued holiday time must be exhausted before vacation is taken, even if this will result in accrued vacation being forfeited, unless the County Manager deems necessary to extend.

6.6.15 In cases of extreme hardship, due to serious illness or family emergencies, the County reserves the right to allow an employee to “buy-out” accrued vacation time. Requests for such must be in writing to the County Manager.

6.7 EMERGENCY CLOSING COMPENSATION

6.7.1 If an official County Emergency Closing is issued by the governing authority or its designee due to natural disaster or inclement weather, employees will receive pay for their regular work hours for that day.

If an employee actually works on an official emergency closing day, whether required by or at the request of their supervisor or manager, he/she still will receive full pay for their regular work hours, plus compensatory time for actual hours worked (at the rate of one hour for one hour worked). Department managers and/or supervisors will be responsible for maintaining an employee log of compensatory time accrued due to working on emergency closing days.

If an employee does not report when requested or required because the employee deems the conditions to be too dangerous to travel from their home to their work location, the employee will be required to take vacation or sick leave in order to be paid for the time. In addition, the manager or supervisor will review each case of non-report, and if deemed necessary, may issue disciplinary action.

This policy does not apply to non-administrative

(i.e., clerks, administrative assistants, etc.) Public Safety employees, including: E9-1-1, Fire & Emergency Services, Law Enforcement, and County Marshal (Code Enforcement and Animal Control).

6.8 ADMINISTRATIVE LEAVE

6.8.1 At the discretion of the County, a full-time employee may be granted administrative leave with or without pay, in order to fulfill personal obligations not covered by any of the aforementioned leave categories, or to temporarily remove the employee from the County when it is deemed to be in the employee's and/or County's best interest.

6.8.2 Employees placed on Administrative Leave with pay may be required to remain at home or be otherwise available during normal work hours to assist the County as needed.

SECTION 7: CONDUCT

Employees are expected to follow the Laws of the State of Georgia and the ordinances of the County. Additionally, since County employment is a position of public trust, certain activities are specifically prohibited.

7.0 CODE OF ETHICS.

A. It is the policy of the Cherokee County Board of Commission to uphold, promote, and demand the highest standards of ethics from all of its employees. County employees shall maintain the utmost standards of personal integrity, truthfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants including the appearance of impropriety, and never use their County position or powers for improper personal gain.

B. It is the intention of the Board of Commission that this Section be liberally construed to accomplish its purpose of protecting the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of this Code of Ethics.

7.0.1 Definitions. The following words and phrases as used in this chapter, unless the context clearly indicates otherwise, shall have the following meanings:

A. "Business" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-

employed individual, consultant, holding company, joint stock company, receivership, trust, or any legal entity organized for profit.

B. "Commercially reasonable loan" means any loan between a person and employee that does not provide the employee with significant benefit, such as an unusual discount.

C. "County employee" means every individual hired to an office or position with the County – under the jurisdiction of the Board of Commission, whether such individual is paid or unpaid, or receives taxpayer funding appropriated by the Board of Commission. Volunteer Board/Committee Members appointed by a Commissioner or the Board of Commission are considered "county employee" for the purpose of Section 7.1, Code of Ethics.

D. "Compensation" means payment in any form for real or personal property or services of any kind.

E. "Gift" means a voluntary transfer of real or personal property of any kind or the voluntary rendition of services of any kind without consideration of equal or greater value, but not including any reasonable hosting, including travel expenses, entertainment, meals, or refreshments furnished in connection with appearances, ceremonies, and occasions reasonably relating to official County business, where otherwise permitted by law.

F. "Immediate family" shall mean spouse, child, parent, brother, sister, grandparent, parent-in-law, daughter-in-law, son-in-law, or grandchildren. The definition also includes any other person living in the employee's household who is recognized by state law as the employee's dependent, and any individual who stands in loco parentis to an employee when the employee was a child.

G. "Interest" means direct or indirect pecuniary or material benefit accruing to a County employee as a result of a contract or transaction which is or may be the subject of an official act by an employee, committee, or Board of Commission, or action by or with the County. For the purpose of this ordinance, an employee is deemed to have an interest in the affairs of:

1. Any partner in the joint ownership of real estate with another person, excluding immediate family member;
2. The counterparty in any purchase or sale of real estate within one year before or after the

employee's interaction with that counterparty on behalf of the county;

3. Any person of the employee's immediate family;
4. Any business entity in which the stock of, or legal or beneficial ownership of, excess of one percent of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the employee;
5. Any person with whom a contractual relationship exists with the employee; provided, that a contractual obligation of less than \$500.00, or a commercially reasonable loan made in the ordinary course of business or a contract for a commercial retail sale at prices available to the general public shall not be deemed to create an interest in violation of this ordinance.

H. "Legislation" means any ordinance, resolution, or official approved action on the part of the Board of Commissioners.

I. "Person" means any individual or corporation, business, or other entity, however constituted, organized, or designated.

7.0.2 Prohibited Conduct. The following shall constitute violations of this Code of Ethics:

A. *General Prohibition Against Conflicts of Interest.* In order to avoid becoming involved or implicated in a conflict of interest or impropriety, or an appearance of conflict of interest or impropriety, no County employee should be involved in any activity that might be seen as conflicting with the conduct of official County business or as adverse to the interests of the County.

B. *Beneficial Interests in Contracts Prohibited.* No County employee shall participate in his or her capacity as a County employee in the making of a contract in which he or she has a financial interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the County. Except, that this prohibition shall not apply where the County employee has only a remote interest in the contract, and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the County prior to formation of the contract, and thereafter the governing body authorizes, approves, or ratifies the contract in good faith.

For purposes of this section, a "remote interest" means:

1. That of a non-salaried officer of a nonprofit

corporation;

2. That of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. That of a landlord or tenant of a contracting party;
4. That of a routine purchaser or seller of residential real estate within one year before or after the county employee's interaction on behalf of the county with the counterparty to that purchase or sale, where such real estate is used by the employee or his/her immediate family;
5. That of a holder of less than 1 percent of the shares of a corporation, limited liability company, or other entity which is a contracting party.

C. *Beneficial Influence in Contract Selection and Other County Business Prohibited.* No County employee shall influence the County's selection of, or its conduct of business with, a person having or proposing to do business with the County if the County employee has a financial interest in or with the person, unless such interest is a remote interest and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the County prior to formation of the contract, as defined in the preceding section. "Conduct of business" includes, and is not limited to, a county employee's exercise of judgment with regard to approving plans, making inspections, considering or approving of variances, and granting waivers. Delegation of decisions to a subordinate does not relieve a county employee's disclosure obligations under this ordinance in circumstances where it is reasonable to believe that the employee would have influence over the subordinate's decisions.

D. *Representation of Private Person at County Proceeding Prohibited.* No County employee shall appear on behalf of a private person, other than himself or herself or an immediate family member or except as a witness under subpoena, before any regulatory governmental agency or court of law in an action or proceeding to which the County or a County employee in an official capacity is a party, or accept a retainer or compensation that is contingent upon a specific action by the County.

E. *Certain Private Employment Prohibited.* No County employee shall engage in or accept

private employment, or render services for, any private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

F. Beneficial Interest in Legislation Prohibited. No County employee, in appearing before the Board of Commissioners or when giving an official department or individual opinion, recommendation or stating a position before the Board of Commissioners, shall have an interest in any legislation coming before the Board of Commissioners and participate in discussion with or give an official opinion to the Board of Commissioners, unless such interest is a remote interest and where the fact and extent of such interest is disclosed and noted on the record of the Commission, or similar records of the County, prior to consideration of the legislation by the Board of Commissioners.

G. Disclosure of Confidential Information Prohibited. No County employee shall disclose or use any confidential, privileged, or proprietary information gained by reason of his or her official position for a purpose which is for other than a County purpose; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

H. Improper Use of Position Prohibited. No County employee shall knowingly use his or her office or position to secure personal benefit, gain or profit, or use his or her position to secure special privileges or exceptions for himself, herself, or for the benefit, gain, or profits of any other persons.

I. Improper Use of County Personnel Prohibited. No County employee shall employ or use any person under the employee's official control or direction for the personal benefit, gain, or profit of the employee, or another.

J. Improper Use of County Property Prohibited. No County employee shall unreasonably use County-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Use is restricted to such services as are available to the public generally, for the authorized conduct of official business, and for such purposes and under such conditions as are approved by administrative order of the County Manager; provided, the use of a County vehicle by a County employee participating in a carpooling program established by the County, and for a purpose authorized under such program,

shall not be considered a violation of this section or of any other provision of this section.

K. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited. No County employee may, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the employee's services with the County of Cherokee, except this prohibition shall not apply to:

1. Attendance of a County employee at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of County business or where official attendance by the officer or employee as a County representative is appropriate;
2. An award publicly presented in recognition of public service; or
3. Any gift valued at \$100 or less, which cannot reasonably be presumed to influence the action, judgment of the employee, or be considered as part of a reward for action or inaction.

L. Political Activities.

1. Cherokee County employees are encouraged to exercise their right to vote and, on their own time, if they so desire, to take part in political activities on the local, State and Federal levels as long as such activities do not interfere with the performance of their job. However, no County employee may engage in political activities at the work place or during working time. Further, no County employee may make use of County time, equipment, or other resources to aid a political candidate, political party, or political cause; nor may any employee use his or her position or official authority or influence to persuade, coerce, influence, or intimidate any person in the interest of a political candidate, party or cause, or for the purpose of interfering with or affecting the result of an election for a position on the Cherokee County Board of Commission, or any elected office in Cherokee County. All County employees should be free of any and all political persuasion or coercion in relationship to their employment, and/or from their supervisors and co-workers, and should report any such activity to their supervisor or to the Director of Human Resources if the same should occur.

2. No employee shall use or authorize the use of the facilities or resources of the County for the purpose of assisting a campaign for the election

of any person to any office, or for the promotion or opposition to any ballot proposition.

3. Nothing in this section shall prevent an employee from fully exercising those rights to participate in political activities granted by the laws of the State of Georgia or the laws of the United States of America.

7.0.3 Employment of Relatives. It is the County's policy that immediate family members (relatives) will not be employed in regular full-time or part-time positions where:

- a. One relative would have the authority to supervise, appoint, remove, discipline or evaluate the performance of the other.
- b. One relative would be responsible for auditing the work of the other.
- c. Other circumstances exist which would place the relatives in a situation of actual or reasonably foreseeable conflict between the County's interest and their own, in the opinion of the County Manager, including but not limited to safety, efficiency, morale, or effective administration of the department's operation.

Where business necessity requires the limitation of employment opportunity of spouses, the means chosen to meet the business necessity shall be those which have the least adverse impact on spouses or members of either sex, which may include re-assignment to another department or separation of employment for one of the affected employees.

If it is determined that continued employment of an immediate family member within the same department is in conflict with any of the above listed factors (Section 7.1.3 a-c), one of the two employees must competitively transfer to another County department or be terminated from County employment with six months from date of such determination.

The County Manager may authorize an exception to this policy if the position requires specialized training or experience not generally available, there is a vital need to fill the position, substantial efforts have been made to recruit a person who is not a relative, and the relationship is unlikely to materially affect their employment.

7.0.4 Complaint Process

A. A complaint that this Code of Ethics has been violated shall be filed with the County Manager,

or with the Director of Human Resources, who shall promptly provide same to the County Manager.

B. No person shall knowingly file a false complaint or report of violation of this Code of Ethics.

C. Upon receipt of the complaint, the County Manager may designate an individual to conduct an investigation of the matters set forth in the complaint. The individual designated to conduct the investigation shall complete the investigation and prepare written findings and conclusions, which shall be provided to the County Manager within fifteen (15) working days, unless an extension of time for completion of same is granted by the County Manager.

D. Upon completion of the investigation, and upon receipt of review of the designated investigator's written findings and conclusions, as well as consideration of any other facts and information deemed appropriate by the County Manager, the County Manager shall render a final decision on the complaint and shall provide a copy of same to the party complained against at their last known addresses.

E. A finding by the County Manager that an employee has violated the Code of Ethics as set forth in the Policy Manual may result in disciplinary action, up to and including immediate termination of employment.

7.1 DRUG FREE WORKPLACE

7.1.1 Cherokee County has a vital interest in maintaining a safe, healthy, and efficient working environment free from the adverse effects of employee drug and alcohol abuse. Employee drug and alcohol abuse poses serious safety and health risks to the user, and to those who work or come in contact with the user in the workplace. Accordingly, the County does not and will not tolerate any employee's consumption, possession, sale, distribution, or presence in the body of illegal drugs or alcoholic beverages while on County property and/or on County work time. The County further expresses its intent, through this policy, to comply with Federal, State and local laws and regulations that relate to the maintenance of a workplace free of illegal drugs and alcohol.

7.1.2 Scope of Policy and Prohibitions. This policy applies to all County employees, volunteers, interns, and any other individuals performing services on the County's behalf, whether paid or unpaid. For purposes of this policy section, all such persons shall be referred to herein as County

employees. The policy applies to all off-site meal breaks or rest breaks when an employee is scheduled to return to work, as well as to all work, activities, and occupation and use of County property and facilities..

7.1.3 Prohibitions. The County prohibits all employees from engaging in the following conduct or behavior while performing County business, while on County property, while in use of County property, or while operating or riding in a County vehicle and/or conducting County business:

1. The use or consumption of illegal drugs, controlled substances, and/or alcohol;

2. The possession of illegal drugs, controlled substances, and/or alcohol;

3. The abuse of prescription medications and over-the-counter medications;

4. Being impaired by and/or under the influence of illegal drugs, controlled substances, and/or alcohol;

5. The manufacture, sale, purchase, transfer, dispensing of, and/or distribution of illegal drugs, controlled substances, prescription medications, and/or alcohol; and/or

6. The use of County property to store, conceal, or transport illegal drugs, controlled substances, and/or alcohol.

7.1.4 Definitions. For purposes of this Drug-Free Workplace policy, the following definitions apply:

Alcohol – Any beverage or substance that contains alcohol manufactured for the primary purpose of personal consumption, including, but not limited to, beer, wine, and distilled spirits.

Illegal Drugs (includes Controlled Substances) – Any drug or substance the law prohibits individuals from manufacturing, dispensing, using, consuming, possessing, distributing, purchasing, selling, or otherwise transferring, including, without limitation, all drugs listed as controlled substances under Title 16 of the Official Code of Georgia Annotated. This definition encompasses any measurable amount of any drugs or controlled substances such as amphetamines, cannabinoids, cocaine, phencyclidine (PCP), methadone, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphene, or other drugs made unlawful under Federal or State laws, or a metabolite of any such substances, “look-alikes,” “designer drugs” having the same or similar psychotropic

effects, unauthorized alcoholic beverages, marijuana, hallucinogens (whether natural or synthetic), inhalants, unauthorized prescription drugs, or authorized drugs which are not prescribed for a verifiable medical condition and/or are not used in strict accordance with this policy and with the prescribing physician’s instructions, or any other substances that are mood-altering, mind or consciousness-affecting, or which are likely to have an effect upon a person’s perceptions, sensations, thought processes, self-awareness, emotions, or other mental or physiological or psychological reactions or behavior. It also includes urinalids or other substances, natural or synthetic, of a similar nature or purpose designed or used to alter a urine specimen or to conceal illicit chemical substances or other metabolites in an initial screening test.

Impaired – The condition of being weakened, diminished, or damaged, or of functioning poorly, incompetently, uncontrollably, or with less control or ability, due to the consumption, use, or abuse of illegal drugs, controlled substances, and/or alcohol, or if the employee’s drug test results indicate the presence of an illegal drug or controlled substance in an amount that constitutes a positive test under accepted scientific standards.

Legally Obtained Drug – Includes prescription drugs and over-the-counter medications.

Over-The-Counter Medication – Includes any drug or substance that does not require a prescription, but which has the capacity to affect a person physically, mentally, or emotionally or which could otherwise affect a person’s ability to perform.

Prescription Drug – Any drug or substance that is attainable only by lawful prescription from a licensed physician.

Reasonable Suspicion – A belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee has used, consumed, is impaired by, or is under the influence of illegal drugs, controlled substances, and/or alcohol. Reasonable suspicion must be directed at a specific person and must be based upon specific and articulable facts and the logical inferences and deductions that can be drawn upon such things as observable phenomena, such as direct observation of the possession or use of an illegal drug, controlled substance, and/or alcoholic beverage, or the direct observation of physical symptoms of being impaired by or under the influence of illegal drugs, controlled substances, and/or alcohol, such as slurred speech, unsteady gait, a pattern of unusual or

abnormal conduct or erratic behavior, odor of the employee, information provided by a reliable and credible source, and/or involvement in a work-related accident, and/or deviation from safe working practices.

7.1.5 Use of Legally Obtained Drugs

County employees must not be on the job, be on County property, operate a County vehicle, or operate any other equipment or vehicle while in performance of County business while impaired due to any drug, legal or illegal, that renders the employee unfit for duty. An employee is "unfit for duty" if, in the County's opinion, the employee's use of legally obtained drugs jeopardizes his or her ability to work safely and efficiently.

An employee who is using legally obtained drugs must notify his or her immediate Supervisor, the Department Director, or the Agency Director of any and all known or experienced symptoms and probable adverse side effects that may render the employee unfit for duty. An employee's failure to so notify the County constitutes grounds for disciplinary action, up to and including termination. An employee is not expected to notify the County of legally obtained drugs that are unlikely to render him or her unfit for duty.

Employees using legally obtained drugs while on the job shall do so in strict accordance with physician and/or manufacturer's directions. It is the employee's responsibility to notify the prescribing physician of the duties required by the employee's position and to ensure that the physician approves the use of the prescription medication while the employee is performing his or her duties.

The abuse and/or inappropriate use of legally obtained drugs while on the job, while on County property, while in operation of a County vehicle, or while in operation of any other equipment or vehicle in performance of County business is prohibited and shall constitute grounds for disciplinary action, up to and including termination.

7.1.6 When Testing is Required

7.1.6.0 All applicants for full-time and part-time positions of employment with the County will be tested for drugs after a conditional offer of employment has been extended. No such applicant or new hire shall be permitted to report for duty until the results of the drug test are obtained. All applicants for temporary full-time and temporary part-time positions of employment will be tested for drugs after a conditional offer of

employment has been extended in the discretion of the County Manager, depending on the nature of the temporary position.

7.1.6.1 All County employees will be subject to immediate testing when there is reasonable suspicion that the employee has used or misused drugs or alcohol in violation of this policy. Any employee who is required to take a reasonable suspicion test will be immediately placed on administrative leave with pay pending the results of the test and confirmation of the results. Supervisors who suspect that an employee is under the influence of drugs or alcohol shall document all credible evidence on the Reasonable Suspicion Incident Checklist provide by the Human Resources Department and shall seek confirmation of the observations from the Human Resources Director or another employee with Reasonable Suspicion training before transporting the employee for testing.

7.1.6.2 Drug and alcohol testing must be performed when any employee, while in operation of a County vehicle, equipment, or heavy machinery, or while in operation of any other vehicle or equipment while in the performance of Cherokee County business, is involved in an accident that results in: (1) a fatality; or (2) a citation issued to the employee; or (3) an injured person requiring immediate medical treatment; or (4) damage to County property; or (5) damage to any other property. Alcohol and drug test(s) shall be completed within eight hours of an accident. This testing is to be performed in addition to any drug or alcohol test(s) ordered by law enforcement authorities. The involved County employee must report immediately for testing, or be subject to disciplinary action, up to and including termination.

7.1.7 Procedures for Testing

Alcohol screening will be conducted using a federally approved evidential breath-testing device or the use of a swab/saliva test performed by an approved independent medical facility. In the event that it is not reasonable under the circumstances to conduct an alcohol test based on a breath test or a swab/saliva test, the County reserves the right to test for the presence of drugs or alcohol by a blood test analysis.

All drug tests shall be administered and accounted for by an approved laboratory and/or medical facility that are operating in compliance with the U.S. Department of Health and Human Services (DHHS). Testing will involve an initial screening test(s) and confirmation of positive tests by gas chromatography/mass spectrometry (GC/MS) analysis, or other test(s) that are approved by the

DHHS for screening and confirmation of drugs or alcohol in a person's system. Tests will be certified, to the fullest extent possible under the circumstances, by a laboratory approved by the DHHS.

All positive test results for drugs will be interpreted by a physician approved by the County as a medical review officer (MRO) before the results are reported to the County. Prior to notifying the County, the MRO will make reasonable efforts to contact the employee for the purpose of allowing the employee to offer an alternative medical explanation for the positive test result. If the MRO is able to contact the applicant or employee and determine there is a legitimate medical explanation for the positive test, the result will be communicated as negative to the County. The MRO's inability to contact the applicant or employee before providing test results to the County will not void the test results or make the test results unusable in any subsequent disciplinary action. An applicant or employee who fails to respond to an inquiry by the MRO within forty-eight (48) hours of such inquiry shall have waived his or her opportunity to offer an alternative medical explanation for the positive result or to request confirmation testing.

7.1.8 Test Refusal. The County has a zero tolerance policy regarding test refusals. As such, any employee so refusing to immediately proceed as directed will be subject to disciplinary action including termination from employment.

Other actions that constitute a test refusal occur when an employee:

- Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- Fails to remain at the testing site until the testing process is complete;
- Fails to provide a urine or breath specimen for any drug or alcohol test required;
- In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of his/her provision of a specimen
- Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- Fails or declines to take a second test the employer or collector has directed the employee to take;
- Fails to undergo a medical examination or evaluation, as directed by the MRO as part of

the verification process;

- Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); and/or
- If the MRO reports that there is verified adulterated or substituted test result Failure or refusal to sign Step 2 of the alcohol testing form.

7.1.9 Investigation of Prohibited Drug and Alcohol Use and Searches. All County-issued equipment, property, and facilities, including, but not limited to, desks, workstations, file cabinets, lockers, vehicles, or any other property or equipment owned, leased, or provided by the County is subject to inspection at any time and for any reason. No employee shall have any privacy interest whatsoever in any County-issued property. If a search uncovers evidence of employee wrongdoing, illegal activity, or employee violations of County rules or policies, the evidence may be used to support disciplinary action, up to and including termination. In cases involving suspected illegal activities, the evidence may be turned over to appropriate legal authorities.

7.1.10 Discipline. An employee who violates any provision of this policy is subject to discipline, up to and including termination.

The following actions shall be presumed to result in immediate termination of an employee:

- Manufacturing, dispensing, using, consuming, possessing, distributing, purchasing, selling, or otherwise transferring an illegal drug(s) or controlled substance(s) while on the job, while on County property, while in operation of a County vehicle, or while in operation any other equipment or vehicle while in performance of County business;
- Refusing to consent to or to take a drug or alcohol test pursuant to this policy, or failure to appear at the designated collection site to take a drug or alcohol test when so directed; and/or
- A confirmed positive test for drugs and/or alcohol.

7.1.11 Treatment. Employees who have a problem with drugs and/or alcohol are urged to seek help before the problem adversely affects their health, relationships, or work performance, or before it results in a violation of this policy.

7.2 GARNISHMENTS

Employee indebtedness is a personal concern, but multiple garnishments of an employee's salary may lead to disciplinary action. No employee shall allow his personal finances to hamper the performance of his job or create undue administrative problems for the County. A history of garnishments may be viewed adversely.

7.3 HARASSMENT/SEXUAL HARASSMENT

The County is committed to maintaining a work environment that is free of inappropriate or unlawful conduct. In keeping with this commitment, the County will not tolerate harassment, discrimination or the unlawful treatment of employees by anyone, including any supervisor, co-worker, vendor, client or customer of the County. Likewise, the County expressly prohibits such actions by employees against others, including vendors, clients, citizens, or customers of the County.

7.3.1 Prohibited Conduct. Harassment, discrimination and/or improper conduct consists of misconduct that includes unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, color, race, religion, national origin, age, disability or other protected group status or activity (e.g. opposition to prohibited discrimination or participation in the statutory complaint process) as provided for by law. This includes conduct by someone to another of the same gender. The County will not tolerate conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. No supervisor or County employee has authority to engage in such conduct. If an employee feels they have been subject to the type of conduct prohibited by this policy, they must report this conduct. They are specifically authorized to bypass their supervisor and directly file an EEO complaint with the Human Resources Department as provided for in this policy. If an employee complains to their supervisor and no action is taken, they are directed to report the conduct as described below to the Human Resources Department. An Employee should report any improper conduct before it becomes severe or pervasive and does not have to wait until it rises to the level of an unlawful action.

7.3.2 Sexual Harassment. Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when (1) submission to the

conduct is an explicit or implicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Inappropriate conduct may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another's body.

7.3.3 What is Not Harassment. Harassment does not include the normal and lawful exercise of supervisory responsibilities, including direction, counseling, and discipline when necessary.

7.3.4 Retaliation. The County will not tolerate any retaliation against anyone pursuing in good faith the objectives or acting in accordance with this policy. Any complaints of retaliation should be reported to the Director of Human resources in the same manner as violations of these policies are to be reported. Any employee found by the County to have retaliated against another employee for these reasons will be subject to appropriate disciplinary action ranging from written reprimand up to and including termination.

7.3.5 Complaint Procedure. All employees should help to assure that we avoid any form of unlawful or inappropriate treatment. If you feel that you have experienced or witnessed harassment, discrimination or unlawful or inappropriate treatment, you are to notify immediately (preferably in writing within 24 hours) the Director of Human Resources. The address and telephone number for the Human Resources Department is 1130 Bluffs Parkway; Canton, GA 30114, (678) 493-6000.

If the employee is not contacted promptly about their complaint, they are to re-file it with the Director of Human Resources and also send a copy by certified mail or contact the County Manager at 1130 Bluffs Parkway; Canton, GA 30114, (678) 493-6001. The County forbids retaliation against anyone who has made a complaint or provides information related to a complaint.

The County will undertake an objective and appropriate review of any complaint. To the extent practicable and appropriate, the County

will keep any complaint and the terms of its resolution confidential. The County will take corrective action as it determines is appropriate, including such discipline up to and including immediate termination of employment. The County will undertake corrective action to stop inappropriate conduct before it rises to the level of an unlawful action. You will be notified as to the outcome of your complaint. If you have any questions about the status of your complaint, you should contact the Director of Human Resources at the above telephone number and address.

7.3.6 Malicious or Bad Faith Complaints. The County recognizes that intentional or malicious false accusations of misconduct can have a serious effect on innocent men and women. Individuals falsely accusing another of misconduct will be disciplined in accordance with the nature and extent of his or her false accusation. The County encourages any employee to raise questions he or she may have regarding misconduct or this policy with the Director of Human Resources or higher level officer.

7.3.7 Importance of Policy. Cherokee County is serious about and committed to enforcing its policy against harassment. However, the County cannot respond to complaints of harassment unless it is aware of those complaints. It is the responsibility of each employee to report any incident of harassment so that the County may take corrective action as needed. Anyone who experiences or observes any violation of this policy is required to report the same to the Director of Human Resources under the terms of this policy prior to the end of the workday or the following workday on which the violation was believed to occur.

7.4 CONFIDENTIALITY

As public servants, Cherokee County employees should carry out their duties in a manner which would withstand public scrutiny. Some employees handle confidential County-related or employee-related documents while others handle sensitive matters, such as health records and investigations. Consequently, employees should maintain the confidentiality of matters they handle assuring information about these activities is made public only upon appropriate authorization.

7.5 OUTSIDE EMPLOYMENT

The County is sympathetic to the fact that employees may find it necessary to engage in outside employment. However, each County full-time employee position should be considered the

Employee's primary employment. Therefore, County employees should carefully evaluate other employment that interferes with the employee's duties and obligation as a County employee, involves a potential conflict of interest, or in any way compromises the integrity or credibility of the Agency, Department or County government.

7.5.1 Prohibitions. All County employees should avoid the following outside employment situations:

1. Outside employment with any entity that conducts business with the County without full disclosure and satisfactory management of any conflict of interest.

2. Outside employment which cannot be accomplished outside of the Employee's normal working hours or is otherwise incompatible with the performance of the Employee's duties by placing the employee in a position of conflict between the Employee's position with the County and the Employee's position with the outside employer/employment.

3. Outside employment which exploits the Employee's position with the County or the confidential information acquired in the performance of County duties.

4. Outside employment which the public may reasonably view as work on behalf of the County. Due to the importance of the public's perception of the Cherokee County government, all employees who engage in outside employment must disclose such work to the Supervisor, Department Head and Agency Director. Outside employment is subject to review for conformance with this Policy. Employees engaged in outside employment determined not to be in conformance may be required to cease such outside employment

7.6 EMPLOYEE DISCLOSURE

Due to the importance of the public's perception of the Cherokee County government, all Agency/ Department Directors, division heads and supervisors shall disclose all outside interests and financial relationships that may place the employee in conflict with each person's obligations to the County and to his or her profession. Timely and complete disclosure of potential conflicts of interest protects employees from suspicion and accusations of breach of professional integrity. Disclosure forms are available in the Human Resources Department.

7.7 WORKPLACE SAFETY

7.7.1 It is the policy of Cherokee County that every employee is entitled to work under the safest conditions reasonably possible. Every reasonable effort will be made to provide and maintain a safe and healthy workplace, safe equipment, and proper materials, and to establish and insist upon safe methods and practices at all times. It is the basic responsibility of every employee to make safety a part of their daily concern. Employees are obligated to observe all guidelines governing safety and appropriate conduct, to properly use the safety equipment provided, and to follow common-sense safety practices. Employees should always be conscious of the safety of others, as well as themselves. Employees should always observe the following guidelines:

1. Observe all safety rules, practices, and procedures.

2. Promptly report any unsafe conditions, accidents, damaged or malfunctioning vehicles or equipment, any employee who is performing his or her job in an unsafe manner, or any other type of hazardous situation.

3. Only operate equipment assigned to the employee and for which the employee has received full training.

4. Use proper safety clothing, equipment, and personal protective equipment wherever provided, assigned, or required, as designated for the work performed.

5. Wear a seat belt when in a Cherokee County vehicle, when driving on Cherokee County business, or when operating any vehicle on Cherokee County premises.

6. Use appropriate, safe methods to lift heavy objects, and use back braces, handcarts, or other devices to assist with lifting or moving activities.

7. Never endanger themselves or other individuals through inappropriate actions, horseplay, practical jokes, or by taking unnecessary chances.

8. Be prepared for fire or other emergency situations. Know what to do, what actions to take, where to go, and the location of exits, firefighting equipment, and alarm pulls within the work environment.

9. Observe proper maintenance practices to keep work areas, vehicles, tools, or other equipment in a clean, safe, and operable condition.

7.7.2 Reporting Safety Hazards or Deficiencies – Any employee who believes that a safety or health risk exists must report the matter so that the County may take appropriate action. The employee should make this report immediately upon detection of the safety or health risk. A safety or health risk may consist of, among other things, a condition in the workplace or the work methods of other employees.

7.7.3 Reporting Employee Injuries or Accidents – All workplace injuries and accidents must be reported immediately to the employee's immediate Supervisor, Department Head, or Agency Director. This ensures prompt and appropriate medical treatment, allows for timely completion of reports as required by law, and enables eligible employees to qualify for coverage as quickly as possible. Except for emergencies (in which case the employee should seek emergency treatment), if medical attention by a physician is needed, the employee must use one of the physicians specifically listed on the Workers' Compensation Notice posted by Cherokee County in a conspicuous place and on the County internal website (intranet). Failure to report an injury or to receive medical treatment from a physician on the posted panel may jeopardize payment of medical bills or other benefits under workers' compensation insurance.

7.7.4 Response to Emergency Situations* – Employees should become familiar with emergency plans established within their assigned department or work area, as well as with their assigned role in the event of an emergency situation.

7.7.5 Safety Violations – Accidents, injuries, damaged equipment, or destruction of materials or property can cause needless suffering, inconvenience, and expense to Cherokee County or its employees. As a result, any such actions by employees that could be avoided by utilizing appropriate safety practices may result in disciplinary action up to, and including, termination.

7.7.6 Office Closings – For information about reporting procedures when Cherokee County closes (or postpones opening) due to inclement weather or other situations, refer to Section 6.9 of this Manual.

**A call to 9-1-1 may be appropriate first, in the judgment of the staff or managers involved.*

Decisions may need to be made quickly to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. Nothing in this policy is intended to prevent quick action to stop or reduce the risk of

harm to anyone, including requesting immediate assistance from law enforcement or emergency response resources.

7.7.7 Risk Management/Safety Committee – The County Manager has the discretion to create a Risk Management/Safety Committee to provide oversight of a risk management program for agencies/departments under the direction of the Board of Commissioners, and other elected offices at their direction. The purpose of the risk management program is to minimize the adverse effects of loss through identification and assessment of actual and potential losses, loss prevention, risk financing, and claims control.

7.8 WORKPLACE VIOLENCE

7.8.1 The County is concerned about the well-being and personal safety of its employees and anyone doing business with the County, and consequently strictly prohibits workplace violence. Acts of violence and/or threats of violence, whether expressed or implied toward individuals in the County workplace, are strictly prohibited and will not be tolerated. All reports of incidents or perceived incidents of workplace violence or threats of workplace violence will be taken seriously and addressed appropriately. This policy concerns prohibited conduct, as well as general procedures and potential responsive steps in the unfortunate event that workplace violence occurs despite these preventive measures.

Workplace violence is any conduct that is severe, offensive, or intimidating enough to make an individual reasonably fear for his or her personal safety or the safety of family, friends, or property. Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to, the following:

1. Threats of any kind (veiled or direct, verbal or non-verbal); intimidation or attempts to instill fear in others.
2. Physically aggressive, hostile, or violent behavior.
3. Behavior that suggests a propensity for violence, such as belligerent speech, excessive arguing or swearing, or sabotage or threats of sabotage of County property.
4. Intentional damage or destruction of County property or of another's property.
5. Harassing or threatening physical, verbal, written, or electronic communications, including

comments, phone calls, emails, letters, faxes, website materials, diagrams or drawings, gestures, or any other form of communication that causes a reasonable fear or intimidation response in others.

6. Stalking (defined as a pattern of conduct over a period of time, however short, which evidences a continuity of purpose and includes physical presence, telephone calls, emails, or any other type of correspondence sent by any means).

7. Unauthorized or illegal possession of firearms, ammunition, explosives, knives, or weaponry of any type on County property is strictly prohibited. A lawfully possessed firearm may be stored within a personal vehicle that is locked out of sight within the trunk, glove box, or other enclosed compartment or area within such vehicle.

7.8.2 Reporting Incidents – Any employee who is subjected to, observes, hears of, or becomes aware of any of the above actions or behavior by an individual in the County workplace must immediately report such incident to a Supervisor, Manager, the Department Head, and the Agency Director.

All acts of violence, or threats thereof, should be reported no matter how minor or insignificant they may appear. If an employee does not feel he or she can discuss an act or threat of violence with his or her immediate Supervisor, or if an employee is not satisfied with the manner in which a complaint was handled, the employee should contact the Department Head or Agency Director directly. Failure to report any threats or acts of violence in violation of this policy appropriately is in itself a violation of this policy, and may subject any employees involved to disciplinary action, up to and including termination.

7.8.3 Investigations – All reports of acts or threats of violence will be promptly investigated. The County may consult with law enforcement authorities or other resources as it deems appropriate. To the extent possible, identities of the reporting employee, any witnesses, and any individuals alleged to be involved in actual or threatened violence will be protected against unnecessary disclosure. All persons involved in the investigation are expected to refrain from discussing the matter with any person outside the investigation process. All employees – whether complainant, witness, or accused – are required to be truthful, accurate, and cooperative during a County investigation. The Agency Director will decide whether the workplace violence policy has

been violated and, based upon his or her findings, will take appropriate preventive, corrective, or disciplinary action, up to and including termination.

7.8.4 Consequences – Any employee found by the County to have engaged in violence or threats of violence will be subject to immediate and appropriate disciplinary action, ranging from a written reprimand up to and including termination.

7.8.5 Non-Retaliation Policy – Retaliation will not be tolerated against an employee for reporting in good faith a suspected act or threat of violence, or for providing information in good faith regarding a report made by another employee. Any complaints about retaliation should be reported in the same manner as violations of this policy are to be reported. Any employee found by the County to have retaliated against another employee for these reasons will be subject to appropriate disciplinary action, ranging from a written reprimand up to and including termination.

Conversely, an intentional or malicious false accusation could have a serious effect on an individual who has been falsely accused, and any individual found to have knowingly made false complaints will be disciplined based on the extent of the false accusation, up to and including termination.

7.8.6 Searches and Inspection – All County equipment, property, and facilities (including, but not limited to, desks, workstations, file cabinets, lockers, computers and computer-stored information, email, voicemail, business records, vehicles, or any other property or equipment owned, leased, or provided by the County) are subject to inspection at any time and for any reason. No employee shall have any privacy interest or reasonable expectation of privacy whatsoever in any County equipment, property, or facilities. If a search uncovers evidence of employee wrongdoing, illegal activity, or employee violations of County rules or policies, such evidence may be used to support disciplinary action up to and including termination. In cases involving suspected illegal activity, the evidence may be provided to the proper law enforcement authorities. Further, if the County reasonably suspects that an employee has violated a policy that directly affects the safety or security of County employees, patrons, or facilities, the County will take appropriate actions (such as contacting law enforcement officials, placing employee on administrative leave while an investigation is conducted, or other actions as deemed appropriate).

7.9 USE OF COUNTY PROPERTY

The purpose of this section is to provide a broad overview of guidelines for the use of County property, including property related to information technology.

7.9.1 County Property. All computers, telephones, facsimile machines, copiers, communication systems, electronic equipment, and/or any other material, property, or equipment provided by the County and used in the course of employment is property that is exclusively owned, leased, borrowed, and/or held by the County. Such property is, or for the purposes of this Policy shall be deemed and considered, exclusively the property of the County. County employees should have no expectation of privacy with respect to same.

7.9.2 Telephone Use. When making personal local telephone calls from the workplace, and/or using a County mobile phone or similar device, employees must use judgment and discretion to limit the number and/or length of any calls. Personal long-distance calls are not permitted on County telephones. Excessive or unauthorized telephone use may subject an employee to disciplinary action, up to and including termination.

7.9.3 Communication Systems. The County provides a variety of channels for communication to promote the efficient operation of County business. These communication systems include, and are not limited to, voicemail, email, facsimile, computer networks, internet connections, online services, computer files, telephone systems, mobile phones, and similar devices. All information transmitted by, received from, or stored in these systems is the sole property of the County, and an employee should have no expectation of privacy related thereto.

7.9.4 Email and Internet Access and Code of Conduct. Access to email and the Internet is provided by the County to its employees for the benefit of County employees and patrons, and as valuable sources of information to allow for the provision of better and more efficient services. It allows employees to connect to information resources around the state, the country, and the world. Every employee has a responsibility to maintain and enhance the County's public image and to use the internet in a productive manner.

7.9.5 Confidentiality, Privacy, and Monitoring. As set forth herein, all County computer systems, including email, internet connections, instant messaging, and similar protocols, are the property

of the County. All documents, information, and data created in, stored in, and/or copied to County computer systems are the property of the County and may not be copied or in any form transmitted to any third party other than in the ordinary course of business on behalf of the County. Employees using the County's computer systems are cautioned that email and internet systems do not provide complete confidentiality and employees have no right to privacy when using same. The County has the right to access, monitor, and disclose the contents of any file or electronic message composed, sent, received, or viewed on County computer systems, for any business purpose, including but not limited to investigating potential security breaches, policy violations, or misuse of computer systems or email. Employees should be aware and understand that the use of personal email accounts to engage in County business may result in those personal accounts being subject to the provisions of the Georgia Open Records Act and/or other statutes pertaining to access to government records.

7.9.6 Email Communications. All employees are responsible for the content of all text, audio, or images that they place or send via email or over the internet. Fraudulent, harassing, or obscene messages are prohibited. Information published on the internet should not violate or infringe upon the rights of others. No abusive, profane, or offensive language may be transmitted through the system. Notwithstanding the County's right to read and retrieve any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any email messages that are not sent to them. Employees should not attempt to gain access to another employee's messages without the employee's permission, except as expressly authorized elsewhere.

7.9.7 Prohibited Activities. County employees are strictly prohibited from using County email, internet, communication systems, computers, electronic equipment, or other County property to engage in the following activities (except where expressly authorized elsewhere):

1. Sending, retrieving, or storing offensive, obscene, or defamatory material;
2. Engaging in illegal, fraudulent, or malicious conduct;
3. Transmitting or receiving messages containing derogatory, harassing, or inflammatory remarks about an individual's or a group's race, color, religion, sex, national

origin, age, disability, genetic information, uniformed service status, pregnancy or related condition, physical attributes, or sexual orientation;

4. Working for or on behalf of another employer, business, association, or organization, without obtaining prior supervisor approval;
5. Sending uninvited email of a personal nature;
6. Personal activities that incur additional costs to the County or interfere with an employee's performance;
7. Sending County proprietary or confidential information and/or materials to anyone not entitled to know or receive same;
8. Monitoring or intercepting the files or electronic communications of other employees or of third parties;
9. Obtaining illegal or unauthorized access to another person's or entity's computer system;
10. Using another individual's account or identity without authorization;
11. Attempting to test, circumvent, or defeat the security or auditing systems of the County or any other person or organization or to otherwise "hack" into a County file or system that the employee is not authorized to access.
12. Distributing or storing chain letters, jokes, solicitations, or offers to buy or sell goods; or Downloading files or programs not authorized by the County.

7.9.8 Software. To prevent software compatibility issues, licensing infractions, and security or privacy concerns (such as computer viruses being transmitted through the system), there will be no unauthorized installations of any software. All software downloads must first be authorized by the Agency Director. Employees with any questions should contact their supervisor or the Department Head. The County reserves the right to remove any programs that have been installed or downloaded without authorization.

7.9.9 Security. All messages created, sent, or retrieved via email or over the internet are the property of the County. The County reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate. The confidentiality of any messages should not be assumed. Even when a message is erased, it is possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. All communications may be disclosed by the County

to law enforcement or other third parties without the prior consent of the sender or the receiver.

7.9.10 Use of County Property in General. All County property, including and not limited to, all electronic property (such as computers, telephones, facsimile machines, copiers, communication systems, mailing systems, and electronic equipment) and non-electronic property (such as vehicles, buildings, furnishings, fixtures, furniture, books, supplies, and materials), shall be used in the manner for which it is intended and treated by County employees with care and due regard. County employees should keep in mind that they are the trustees, caretakers, and beneficiaries of such property, which has primarily been purchased, leased, or provided via public funding. No County employee shall abuse or misuse County property. Employees must return all County property that is in their possession or use upon separation of employment, or immediately upon request. Violation of this policy may result in disciplinary action, up to and including termination. Further, the County may also take all action lawful and deemed appropriate to recover or protect its property.

7.9.11 Passwords and Access. Access to computers, email, voicemail, and select applications may be password protected. Such passwords, access, and accounts, and any other types of authorization employed by the County, are confidentially assigned to individual employees and may not be shared with others. Each employee is responsible for any access to and use of his or her assigned computer, email, voicemail, and applications.

7.9.12 Employer Monitoring. County employees should not expect privacy with respect to their work-related activities. Video surveillance may be used by the County to monitor job performance, monitor interaction and communication with the public, assure conformance with safety procedures, and guard against employee misconduct. However, no video surveillance will occur in County restrooms.

7.9.13 Violations. Violations of any guidelines listed above may result in disciplinary action, up to and including termination. If deemed necessary or appropriate, the County may advise appropriate legal officials of any perceived illegal activities or violations via use of County communication systems.

7.10 SMOKE-FREE ENVIRONMENT

Cherokee County complies with the Georgia Smoke free Air Act of 2005. All County buildings and vehicles are designated as smoke-

free and tobacco-free areas. Neither smoking nor tobacco use is permitted within 25 feet of any County building entrance or exit. This policy applies to the use of any tobacco product, including smokeless tobacco, and applies to both employees and visitors of the County.

Further, smoking (which means the burning of a lighted cigarette, cigar, pipe, or any other matter or substance) is strictly prohibited in all privately-owned vehicles while used in the course of County work whenever other County employees or persons are present in the vehicle, regardless of whether the vehicle's windows are open. Smoking and/or tobacco use in privately-owned vehicles is otherwise permissible, provided that it is done within the vehicle and is not within 25 feet of any County building entrance or exit.

The County understands that tobacco is a legal product and further recognizes that, as an employer, the County may not require that employees or prospective employees refrain from tobacco use when not at work.

The success of this policy will depend on the courtesy and cooperation of both tobacco users and nonusers. All County employees are responsible for following and helping to enforce this policy, and should report any problems or violations to a supervisor. Violations of this policy will subject an employee to disciplinary action, ranging from a oral reprimand up to and including termination.

7.11 PROPER WORK ATTIRE AND STANDARDS FOR DRESS

7.11.1 Dress Standards – To maintain a public image consistent with a professional organization, the County adopts a conservative business casual dress code. (For purposes of this policy, the term “conservative” refers to modest clothing that is in keeping with traditional standards for business attire.) When away from work, an employee's choice of attire is a matter of personal preference. However, when the employee is working, attire must be within parameters that reflect the professional, neutral environment that the County strives to provide. If an employee must conduct personal business that involves non-professional apparel before or after work, the employee should plan to change clothes.

7.11.2 Guidelines for Attire – The goal is for each employee to present a neat, clean, conservative, well-groomed, and businesslike appearance while at work. Rather than focusing on individual items of clothing, the employee should consider the overall image that he or she presents. It is

possible for one aspect of an outfit to be considered somewhat casual, but when paired with professional clothing the overall appearance may be professional. (For example, a pair of twill slacks paired with a faded T-shirt would not be acceptable, but the same pair of pants paired with a blazer would be acceptable.)

No dress code can address all contingencies, and this policy does not attempt to itemize all current and future clothing options. Employees are expected to use judgment in selecting work attire.

Following are guidelines to assist employees in determining whether attire is acceptable.

- Casual clothing should not be worn to work. Clothing that works well for the beach, yard work, exercise sessions, sports events, or running errands is typically not appropriate for work.
- Clothing that is see-through is unacceptable.
- Clothing should cover the chest, back, and midriff (including when standing, sitting, stooping, while arms are extended over the head or while bending over), and should not reveal undergarments.
- Pants made of blue denim (or fabric that resembles blue denim) may be allowed, as approved by the Department Head and Agency Director. Other pants may be acceptable if the overall image the employee presents is professional.
- Solid T-shirts are allowed, but shirts printed with sayings, graphics or logos should not be worn (unless related to a County-approved activity).
- Name-Security badges should be worn at all times during work hours. Badges should be worn above the waistline and positioned so they are easily visible.

7.11.3 Shoes and Footwear – Flip-flops are not allowed. Clean athletic shoes are acceptable.

7.11.4 Personal Grooming, Accessories, and Use of Fragrances – Good personal hygiene is expected at all times. Clothing should be clean, neat, and well kept (no holes, tears, patches, fading, or frayed areas). Facial hair should be clean and neatly trimmed. Fragrances, if used, must be mild; patrons and other employees may be allergic or sensitive to perfumes, colognes, or other fragrant products.

7.11.5 Compliance. Dressing appropriately is a condition of employment with the County. Failure to adhere to the dress code will be addressed as a policy violation. Repeated or

obvious violations of this policy will result in disciplinary action, up to and including termination. In extreme cases, the County reserves the right to require an employee to leave work to change into appropriate clothing. Any time spent away from work would be without pay.

Employees are expected to comply with the above standards, and should not put their Supervisors in the position of having to police attire. If there is any doubt as to whether an aspect of attire is appropriate, the employee should assume it is not. Employees with questions about what is appropriate for their positions should contact their Supervisor or the Department Head. The County reserves the right to prohibit certain articles of clothing. The Agency Director may approve dress code exceptions in certain circumstances, and will consider such instances on a case-by-case basis.

As stated above, no dress code can address all contingencies. The County reserves the right to interpret what is acceptable in the matter of overall appearance, and to interpret and apply this policy to other aspects of appearance not specifically covered in this policy.

7.12 LEADERSHIP PROFESSIONAL OATH OF HONOR

7.12.0 As a part of the commitment to maintaining a professional work environment, all employees in leadership positions as determined by the County Manager shall sign the following Oath of Honor on the forms provided by the Human Resources Department.

“The Cherokee County Leadership Professional Oath of Honor assures our valued residents, visitors, and co-workers that when they place their trust in us, they can expect a high standard of professional excellence, integrity, tolerance and optimism – all within a framework that emphasizes respect for the people we work with and for. I promise:

- I will uphold and promote the Cherokee County Code of Ethics;
- I will serve the people I work with and for with integrity, competence, objectivity, independence and professionalism;
- I will ensure that considerations of personal benefit will never override my focus on the interests of the people I work with and for;

- My personal behavior will exemplify the values I publicly espouse in making this pledge. I will be equally vigilant in ensuring the professional behavior of my co-workers and subordinates within my department, agency or the entire organization, and will bring to the attention of my supervisor any violation of this shared professional oath of honor;
- I will treat all persons fairly and equally regardless of race, gender, nationality, religion, politics, sexual orientation or social status. I will be respectful of those whose wellbeing may be contingent on any decisions or advice;
- I will diligently apply objective judgment to all assignments;
- I will continually invest in professional development to keep abreast of evolving knowledge within my profession and in my areas of technical expertise; and
- I recognize that my status and privileges as a professional – a leader of county government stem from the respect and trust that I must earn each and every day; and I accept my responsibility to employ, protect and develop the above standards to enhance that respect and trust.”

SECTION 8: DISCIPLINE

8.0 DEFINITION

As an At-Will employer, the County reaffirms its authority to terminate employment with or without cause, with or without notice. However, there are times when the County recognizes that it is in its best interest to attempt to take rehabilitative actions to positively affect employee behavior and performance. In so doing, the County may utilize progressive discipline. Progressive discipline is a process in which disciplinary action is taken in degrees of increasing severity. The County may use a policy of progressive discipline when applicable. An employee who fails to perform assigned duties adequately or who violates County policies will be disciplined. Disciplinary actions taken may depend on the degree and circumstances of the violation, and will be determined on a case-by-case basis.

8.1 CAUSES FOR ACTION

Certain actions or forms of behavior are considered unacceptable in the workplace. In general, conduct that interferes with the operations of the County, brings discredit to the County, or is offensive to supervisors, co-workers, or the public is not tolerated. While it is not possible to list all of the actions considered unacceptable, the following are examples of conduct that is not permitted and will subject the individual involved to disciplinary action, up to and including immediate termination of employment:

1. Theft, abuse, misappropriation, or misuse of County property or vehicles; failure to report damage or destruction of County property to a supervisor; loaning County property or equipment without permission or proper authority; negligence or improper conduct leading to damage of property.
2. Theft, destruction, unauthorized use, or inappropriate removal or possession of property of other employees, patrons, or others doing business with the County.
3. Unauthorized use of, or access to, County computer systems or communication systems (such as computers, databases, email, internet, telephones, cell phones, voicemail, postal or interoffice mail), and/or violation of County policies governing the use of County property (including telephone, Internet, and electronic property and equipment).
4. Falsification or destruction of official records or documents.
5. Willfully giving false statements to supervisors, officials, or the public.
6. Falsification or destruction of official records, County documents, employment applications, timekeeping records, personnel records, or expense reports.
7. Careless, negligent, or inappropriate handling of County funds or financial records; failure to follow laws or procedures governing the reporting or use of funds.
8. Violation of County policies regarding business ethics, conflict of interest, or acceptance of gifts or gratuities.
9. Use of official position for personal benefit, profit, or advantage.
10. Any use, threatening of use, or attempt at use of personal or political influence to secure

employment benefits, including but not limited to promotion, transfer, change of pay rate, leave of absence, or character of work.

11. Violation of traffic laws while driving a County vehicle; failure to report to a supervisor any traffic violation or citation issued while on official County business.
12. Conviction of a felony or a crime involving moral turpitude.
13. Violation of a crime or County Ordinance that tends to bring discredit upon the Agency Director or the office of the County.
14. Acts during duty hours which are incompatible with public service;
15. Failure to do work at an acceptable level of competence as determined by the County.
16. Wasting time, inefficiency, sleeping while at work, and/or loitering during working hours.
17. Behavior reflecting conduct and misconduct identified in the County's policy against workplace violence.
18. Disorderly conduct or violence in the workplace, including fighting, threatening, abusing, or intimidating other individuals; using physical force against another individual except in self-defense; provoking a fight; causing a disturbance; engaging in horseplay or boisterous, disruptive activity; engaging in lewd, obscene, or otherwise inappropriate conduct.
19. Use of profane, obscene, or abusive language or discourteous treatment of the public or other employees; use of any form of physical abuse of the public or other employees, or making threats to the public or other employees.
20. Engaging in obscene or offensive conduct.
21. Insubordination or uncooperative behavior attitude, including, and not limited to, disrespect to a supervisor, co-worker, or the public.
22. Failure to follow the lawful orders or direct instructions of a Supervisor.
23. Carelessness or negligence with the monies or other property received by the County.
24. Failure to cooperate during an internal investigation of the County.
25. Excessive absenteeism or tardiness; unexcused absence, absence without notice, or failure to notify employer of absence or tardiness in a timely manner; absence when employee does not have sufficient accrued paid leave to accommodate the absence; leaving a scheduled work shift without authorization; absence due to incarceration. The County Manager may issue an executive order to provide guidance to departments and agencies regarding excessive absenteeism, tardiness, unexcused absence, etc.
26. Failure to report an occupational injury or accident during the shift on which it occurred.
27. Failure to disclose criminal records on employment applications, and/or to report criminal convictions and arrests as required by this Policy Manual.
28. Violation of County policies against discrimination and harassment.
29. Violation of County policies for workplace safety and workplace security.
30. Violation of County policies for a drug and alcohol free workplace.
31. Failure to adhere to County dress code and guidelines for acceptable attire and personal grooming.
32. Unauthorized solicitation or distribution or posting of materials at or in County work areas.
33. Unauthorized public statements to the media pertaining to the County Manager, a Commissioner or office of the Board of Commission, the employees of the County, or the work and/or operations of the County.
34. Unauthorized statements to any County Board or Committee member or body reflecting discredit upon the County, a Commissioner, the Board of Commission, County Manager, Agency or Department.
35. Conduct reflecting discredit upon the County, a Commissioner, Board of Commission, County Manager, Agency, or Department, or conduct that is unbecoming the position.
36. Negligence, inefficiency or inability to properly perform assigned duties.
37. Misconduct.
38. Violation of any County policies or provisions of this Manual.
39. Any other action or inaction not in the County's best interest.
40. Violation of any Administrative Policy and Procedure adopted by the County Manager.

Off-Duty Conduct – In general, the County will only apply its disciplinary policies to any off-duty conduct that affects County's business interests. Off-duty conduct such as membership in organizations to promote civil rights, religious practices protected by law, smoking, or other lawful off-duty conduct is not a matter of concern to the County. While it is not possible to list all of the potential off-duty conduct that may affect County interests, below are examples of off-duty conduct that is not permitted and will subject the individual involved to disciplinary action, up to and including immediate termination of employment:

- Off-duty sexual harassment of County employees.
- Off-duty illegal conduct that occurs on County property.
- Off-duty illegal conduct that indicates the potential for violence.
- Off-duty illegal conduct that causes the employee to be unable to perform his or her essential job functions.
- Off-duty disruptive actions at a County-sponsored event.
- Off-duty conduct that interferes with the operations of the County, brings discredit to the County, or is offensive to supervisors, co-workers, or the public, including, but not limited to, arrests for alleged criminal conduct.

8.2 TYPES OF ACTIONS

Disciplinary actions fall into two general classes: reprimands and adverse actions:

8.2.1 Reprimands - A reprimand is a formal means of advising the employee that a problem exists and must be corrected.

- a. Oral Reprimand (referred to as a counseling session) - A verbal explanation of a problem with an employee and what must be done to correct the problem. This discussion should be between the immediate supervisor, department manager, or Agency/Department Director and the employee in a private setting. A written record shall be maintained for all oral reprimands for inclusion within the departmental personnel file.
- b. Written Reprimand - A written statement of a problem with an employee and what must be done to correct the problem. The reprimand should also reflect the likely result of not correcting the problem. The employee should be given a copy of this reprimand in a private interview with the immediate supervisor, department manager, or Agency/Department Director. A written record shall be

maintained and submitted to Human Resources for inclusion within the employee's personnel file.

8.2.2 Adverse Action - An action taken by the County Manager or Agency/Department Director, that results in a suspension without pay, salary reduction, demotion, or dismissal.

- a. Suspension Without Pay - An employee may be suspended without pay, not to exceed 30 days, for a violation of policies governing performance and conduct.
- b. Salary Reduction - An employee's salary may be reduced for disciplinary purposes. A salary reduction is not a demotion in pay grade.
- c. Demotion - An employee may be demoted for disciplinary or other involuntary reasons if a) a lower position is open, and b) the employee is qualified to perform the work at the lower position. A disciplinary demotion must include a decrease in salary as outlined in Section 4.2.
- d. Dismissal - An employee may be dismissed for disciplinary or other involuntary reasons. A dismissal may also take place if the employee must be removed from the work place immediately and/or permanently.

8.2.3 Emergency Action - The County Manager and/or Agency/Department Director may take immediate action against an employee under emergency situations. Immediate action shall be to place the employee on Administrative Leave with or without pay until an investigation can be conducted. For the purpose of this policy, an emergency situation may include but is not limited to the following:

- a. an employee commits a crime of moral turpitude. For the purpose of this policy, moral turpitude is defined as conduct that is considered contrary to community standards of justice, honesty or good morals, and may include but is not limited to the following:

- Making false representation
- An intent to defraud
- The actual act of committing fraud
- Arson
- Blackmail
- Burglary
- Embezzlement
- Extortion
- Forgery
- Larceny (grand or petty)

- Malicious destruction of property
- Receiving stolen goods (with guilty knowledge)
- Theft (when it involves the intention of permanent taking)
- Adultery
- Assault
- Contributing to the delinquency of a minor
- Gross indecency
- Kidnapping
- Lewdness
- Manslaughter
- Murder
- Pandering
- Prostitution
- Rape (including "Statutory rape" by virtue of the victim's age);

b. when an employee may harm himself, fellow workers or the general public;

c. when an employee may damage public property; and/or

d. when there is reasonable suspicion that the employee has used or misused drugs or alcohol in violation of policy for a drug and alcohol free workplace.

8.2.4 Notice of Pending Action: For disciplinary actions listed under Section 8.2.2 (a-d), the immediate supervisor shall advise the employee in writing of his/her intent to recommend disciplinary action be taken against the employee. The written notice shall include the specific policy violation, performance deficiency, or inappropriate behavior exhibited by the employee, and schedule a date and time for a pre-disciplinary meeting with the employee and Department Director.

8.2.5 In the pre-disciplinary meeting the employee will have the opportunity to respond to the pending disciplinary action and provide relevant witnesses.

8.2.6 After hearing the evidence presented by the supervisor and the response by the employee, the Department Director shall render a decision on the recommended action and provide both parties with a written record of the decision. If the decision is to uphold the recommendation to discipline the employee, a copy of the decision shall be provided to the Director of Human Resources for inclusion within the employee's personnel file.

8.2.7 The decision of the Department Director shall be

final, unless the action taken results in a termination of employment. In the event that the action taken results in a termination of employment, the employee may utilize the grievance procedure as outlined in Section 8.3.5, Step 3.

8.3 GRIEVANCE

An employee may file a written grievance with his Agency or Department Director, Human Resources Director, or County Manager, in accordance with the process/policies defined as follows:

8.3.1 Grievance shall be defined as a claim by an employee declaring:

a. Unsafe or unhealthy working conditions;

b. Unlawful discrimination; or

c. Application of County policies in violation of this Policy Manual.

d. Disciplinary demotion, a disciplinary reduction in pay, or termination.

8.3.2 The following areas are NOT grievable:

a. Issues which are pending or which have been concluded by other administrative or judicial procedures;

b. Management's rights to assign work and/or establish work processes;

c. Disciplinary actions that do not result in a termination, demotion or salary reduction;

d. Budget allocations and expectations and organizational structure, including the persons or number of persons assigned to particular jobs or units;

e. The content or rating of a performance evaluation;

f. The selection of an individual by the Agency/ Department Director, or County Manager to fill a position through appointment, promotion, or transfer, except when the employee can show adverse effect because of unlawful discrimination;

g. Any matter which is not within the jurisdiction or control of the County;

h. Internal security practices established by the County Manager and/ or Board of Commission; and

- i. Decisions, practices, resolutions or policies made or passed by the Board of Commission or County Manager.

8.3.3 Managers and supervisors are responsible for ensuring that the grievance is fully processed. No employee shall be retaliated against for using the County grievance procedures.

8.3.4 Any complaint shall follow the procedure outlined below and shall refer to the provision or provisions of County policy, shall identify the manner in which County policy is alleged to have been applied in violation of this Policy Manual, shall identify the practice, procedure, rules or regulation alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation.

8.3.5 Any grievance submitted shall be dated and signed by the employee. Any decision shall be written to the employee and shall be dated and signed by the County representative at that step.

Step 1. The employee shall present a grievance or complaint in writing to his/her department director within five (5) working days from the date that the grievable action or violation occurs. Discussions shall be informal for the purpose of settling the issue in the simplest and most direct manner. The department director shall reach a decision and communicate in writing to the employee within five (5) working days from the date that the grievance was presented. If there is no applicable Department Director, the employee shall proceed directly to Step 2 within five (5) working days from the date that the grievable action or violation occurs.

Step 2. If the employee is not satisfied with the decision in Step 1, the employee may appeal the decision, within three (3) working days of the Step 1 decision, in writing to the Agency Director.

- a. Included in the employee's appeal shall be:
 - 1. A written statement clearly explaining the issue at hand, including any known violation of county policy, procedures or laws,
 - 2. The steps already taken by the grievant to address the issue,
 - 3. A copy of the response of the department director, and
 - 4. The requested remedy of the employee.
- b. The Agency Director, shall review the facts of the grievance and, if appropriate, shall

schedule a meeting with the employee and department director. The employee will be represented by him/herself during the grievance process. However, at the employee's discretion, he/she may upon advance notice to the Agency Director, bring another county employee(s) to testify on his/her behalf.

- c. After reviewing the facts of the grievance or after meeting with the affected employee(s), as appropriate, the Agency Director shall notify the employee of the decision on the grievance within 15 business days from the time it was submitted to the Agency Director.
- d. The decision of the Agency Director shall be final, unless the action taken results in a termination of employment, or the grievance contends a violation of State or Federal law.

Step 3. If the employee is not satisfied with the decision in Step 2, and the action taken results in termination of employment or the grievance contends a violation of State or Federal law, the employee may appeal the decision in writing within five (5) working days of the Step 2 decision to the Director of Human Resources and County Manager.

- a. Included in the appeal shall be:
 - 1. The specific violation contended within the original grievance,
 - 2. A complete copy of all of the grievance materials generated through Step 2, and
 - 3. Specific information that establishes that a termination is not warranted, or supporting the employee's position that the aggrieved matter constitutes a violation of State or Federal law.
- b. The Director of Human Resources shall review the appeal on its merits and, if appropriate, meet with the employee within ten (10) working days after receipt of the appeal. The Director of Human Resources shall investigate the contentions and forward his review of facts to the County Manager. The County Manager will review the facts and communicate his decision to the grievant within twenty (20) working days from the date the grievance was received by the Director of Human Resources and County Manager. The decision of the County Manager shall be final, without further right to appeal.

8.3.6 The time limit at any step set forth in Section 8.3.1 through 8.3.5 may be extended by the County Manager or mutually agreed to by all parties involved. A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn, and as having been settled on the basis of the decision most recently given. Failure on the part of the County's representative to answer within the time limit set forth in any step may entitle the employee to proceed to the next step.

**SECTION 9:
REPEAL/SEVERABILITY/
ACKNOWLEDGEMENT**

9.0 REPEALER

All provisions of the ordinances of Cherokee County in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the Cherokee County, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

9.1 SEVERABILITY

It is the intention of the Board of Commission that this Ordinance, and every provision thereof, shall be considered severable and the invalidity of any section, clause or provision or part or portion of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

9.2.0 ACKNOWLEDGEMENT OF RECEIPT OF PERSONNEL POLICY MANUAL

By signing below, I acknowledge that I have received a copy of the Cherokee County Personnel Policy Manual. I understand that it is my responsibility to read and comply with the policies contained in this Manual as well as any revisions made to it. I also understand that if I need additional information, or if there is anything I do not understand in this Manual, I should contact my immediate supervisor, or other appropriate County management personnel, or the County Manager.

I understand that Cherokee County is an "at will" employer and, as such, employment with Cherokee County is not for any definite period of time and may be terminated at the option of either me or the County, with or without cause, and with or without prior notice. I also understand that nothing contained in this Policy Manual may be construed as creating a promise of future benefits or a binding contract with the County for employment, benefits, or any other purpose.

In addition, I understand that this Manual reflects policies, practices, and procedures in effect on the date of publication, and that it supersedes any prior policy manual, handbook, work rules, benefits, and practices of Cherokee County. I further understand that the rules, policies, benefits, and practices referred to in this Manual are continually evaluated and may be modified, reduced, or discontinued at any time by Cherokee County, in its judgment and discretion, with or without notice.

SIGNED BY:

(Print employee name)

(Employee signature)

(Date signed)

POSITION: _____

(Employee's position)

NAME OF EMPLOYEE'S DIRECT SUPERVISOR:

Sign this Acknowledgment Receipt and return to the Employee's Direct Supervisor

Adopted by the Cherokee County Board of Commission
this 15TH day of November, 2011.

L. B. Ahrens, Jr., Chairman

ATTEST:

Christy Black, County Clerk



City Atty 9

City of Woodstock
12453 Highway 92
Woodstock, GA 30188
Website: www.woodstockga.gov

October 18, 2011

Cherokee County Board of Commissioners
c/o Angie Davis
Jarrard & Davis
105 Pilgrim Village Drive
Suite 200
Cumming, GA 30040

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: A#059 -11 Annexation of ± 6.32 acres
Presently zoned: R-80 Cherokee County
Location: Hwy 92 (east of Trickum Rd, west of S. Cherokee Lane)
Proposed Zoning: R-2 of 4.06 acres
GC of 2.26 acres

Dear Mr. Watkins:

In accordance with O.C.G.A. 36-36-6, the governing authority of an annexing municipality is required to give notice of any proposed annexation to the governing authority of the County wherein the area proposed to be annexed is located. Pursuant to such requirement, the Mayor and City Council of the City of Woodstock hereby notify the Cherokee County Board of Commissioners of the proposed annexation of certain real property pursuant to O.C.G.A. 36-36-21 as follows:

Applicant: City of Woodstock Georgia
Tax Parcel: 15N24 145of ±6.32 acres

A copy of the annexation application, applicant response and zoning/ tax map and site plan showing the location of the property are enclosed.

Should you have any further questions please call me at 770-592-6050.

Sincerely,

Patricia D. Hart
Zoning Administrator
Community Development

CC: Vicki Taylor Lee

Enclosure: Application, Applicant Response, Zoning/Tax Map, and Site Plan

RECEIVED

BY:.....

CITY of WOODSTOCK

Application for Public Hearing

Important Notes:

1. Please check all information supplied on the following pages to ensure that all spaces are filled out accurately before signing this form. This page should be the first page of your completed application package.
2. All documents required as part of the application package shall be submitted at the same time as the application. Incomplete application packages WILL NOT BE ACCEPTED.
3. Please contact the Zoning Administrator in the Community Development Department at 770.592.6039 if you have any questions regarding the application package, this application or the public hearing process.

Contact Person: Patti Hart - Zoning Administrator Phone: (770) 592-6050 ext 1

Applicant's Information:

Name: City of Woodstock Georgia
Address: 12453 Highway 92 Phone: (770) 592-6000
City, State, Zip: Woodstock Georgia 30188 Fax: _____

Property Owner's Information:

same as above

Name: South Cherokee LLC
Address: 4080 Mc Ginnis Ferry RD Phone: _____
City, State, Zip: Alpharetta, Georgia 30005 Fax: _____

Requested Public Hearing (check all that apply):

Annexation

Rezoning

Variance

Comprehensive Plan Amendment

Other: _____

STAFF USE ONLY:

Case: A #059 - 11

Received by: City Initiated

Fee Paid: \$ N/A

Date: 10.7.11

PUBLIC HEARING SCHEDULE:

Public Input Meeting: TBD - Nov. 16, 2011

Planning Commission: December 7, 2011

Board of Appeals: NA

City Council: December 19, 2011

Other: DPC

Property Information:

Location: ^{South side of} Highway 92 east of Trickum Rd, west of S. Cherokee Lane

Parcel Identification Number(s) (PIN): 15N24 145 Total Acreage: ± 6.32

Existing Zoning of Property: R-80 Future Development Map Designation:

Adjacent Zonings: North PUD city South R-2 city East R-80 County West GC City

Applicant's Request (Itemize the Proposal):

Annexation of ± 6.32 Acres
Re-zoning of ± 4.06 ac to R-2 - (platted w/ Lakeshore Subdivision in City Limits)
Re-zoning of ± 2.26 ac to GC - property fronts entirely onto Hwy 92 and does not have access to the Lakeshore subdivision

Proposed Use(s) of Property:

4.06 ac residential portion is currently being developed in Cherokee County as residential (SFR) and is included in the Lakeshore Subdivision

Infrastructure Information:

Is water available to this site? Yes No Jurisdiction: _____

How is sewage from this site to be managed?

Will this proposal result in an increase in school enrollment? Yes No Residential development has been approved by Cherokee County and annexation is being proposed as platted.
If yes, what is the projected increase? _____ students

Proposed Use(s)	# of units	Multiplier	Number of Students
Single Family (Detached) Home		0.725	
Multi Family (Attached) Home		0.287	

Traffic Generation:

If a traffic study is not required as part of this application, complete the following charts to estimate traffic generated by the proposal. Information for additional residential and all commercial/industrial development shall follow the summary of ITE Trip Generation Rates published in the Transportation Planning Handbook by the Institute of Transportation Engineers.

What is the estimated number of trips generated? 91 trips

Code	Land Use(s)	# of units*	Daily Trip Ends	Number of Trips
210	Single Family Home/Townhome	10	9.57	90.57
220	Apartment		6.63	

* A unit for residential purposes is equal to one residential unit. For commercial/industrial uses it is defined in the ITE table, but most often is equal to 1,000 square feet of floor area for the use specified.

Authorization:

Upon receipt of the completed application package, the Community Development Department shall notify the applicant of scheduled dates, times, and locations of the public meetings/hearings. The applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the case may be delayed or postponed at the discretion of the department.

This form is to be executed under oath. I, _____, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This _____ day of _____, 20_____.

Print Name _____

APPLICANT RESPONSE STATEMENT ANNEXATIONS AND REZONINGS

The applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to unrestricted use of property and shall govern the exercise of the zoning power.

If this application is in response to an annexation and/or rezoning, please respond to the following standards in the form of a written narrative:

1. Explain the intent of the requested zoning.

The City of Woodstock is seeking to annex a ±6.26 acre portion of parcel 15N24 145 omitted from the 2006 Annexation of a ±91 acre portion of parcel 15N24 145, and assign 4.06 acres to the R-2 zoning classification which is compatible with the portion of the Lakestone Subdivision currently being developed in the City Limits of Woodstock. The remaining 2.26 acre tract will be zoned General Commercial as it fronts entirely onto Highway 92. In order to accomplish the annexation without creating an unincorporated island of the abutting parcel to the east (15N24 149B) a ten (10) foot strip of Parcel 15N24 145 will remain in unincorporated Cherokee County. This annexation would allow all of the Lakestone subdivision to be developed under one jurisdiction and, once developed, improve service delivery.

2. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The annexation and zoning of this additional section of the neighborhood will allow the uses as proposed on the county's approved development plans. There are no changes to the approved plans being proposed. The zoning is proposed as R-2, compatible with the rest of Lakestone.

3. How the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.

The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property as the actual use will not change as a result of the annexation and rezoning.

Whether the property to be affected by a proposed zoning has a reasonable economic use as currently zoned.

The proposed rezoning will have no bearing on economic use.

4. Whether the proposed zoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

This rezoning will cause no additional burden on streets, transportation facilities, utilities and schools as development has been approved in Cherokee County for 4.06 acre portion of parcel 15N24 145 proposed for annexation. No development is being proposed at this time for the 2.26 acre Commercial Portion.

5. Whether the proposed zoning is in conformity with the policy and interest of the land use plan.

The property proposed for annexation is identified as T4 Neighborhood Living. Residential and commercial use is in conformity with the land use plan.

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed zoning.

4 acres of the subject property has been approved for residential development by Cherokee County for inclusion in the 91 acre Lakestone Subdivision which was annexed into the city limits of Woodstock GA in 2006. For provision of efficient service delivery it makes sense to bring all of the residential units of a subdivision into one jurisdiction.



Legend

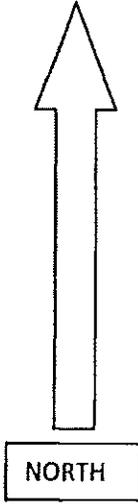
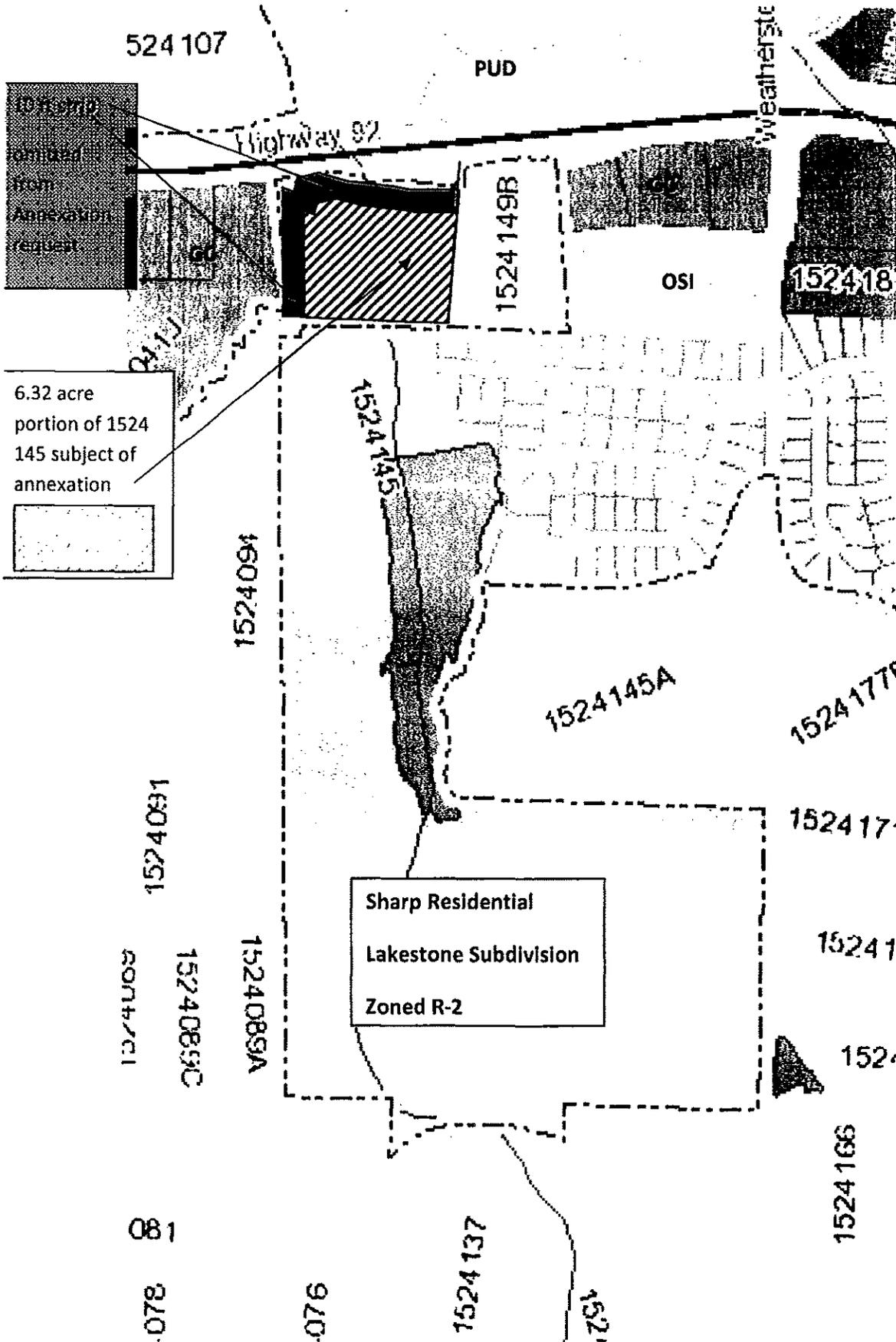
- City and County Boundaries
- Churches
- Schools
- Tax Parcels
- Zoning
 - AG
 - R80
 - R60
 - R40
 - R30
 - R20
 - R15
 - R10
 - RD3
 - RA
 - RZL
 - RTH
 - RM10
 - RM16
 - PUD
 - TND
 - OI
 - NC
 - GC
 - HC
 - LI
 - HI

Notes

Annexing 6.32 acre portion of 15N24 145 minus 10' strip to prevent creating unincorporated island of 15N24 149B

1: 6,261

1,043.4 0 521.72 1,043.4 U.S. Survey Feet



Zoning Conditions added

GA HWY 92
VARIABLE R/W

Widened Lots 210-214
from 75' to 76'

N/F
G.W. SMITH
RACHEL M. SMITH
DB 1744 PG 62
R-80

LIFT STATION
SUBMITTED UNDER
SEPARATE COVER

Proposed
GC

New Lot

Proposed
R-2

ANCRYS
1200 HWY 92
ROCKVILLE, GA 30158

30' BUFFER FROM
POINT-OF-IMPACT
VEGETATION (EACH
SIDE OF STREAM)

N/F
LMC ASSOCIATES LLC
PH 1447 PG 359

New Lot

Phase 4 labeled as
Cherokee County
(note that phase 4
will be annexed
removed)

Minus 10"
strip



A#059-11

AUTHORIZATION OF PROPERTY OWNER

I, Tom Sharp, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Cherokee County/City of Woodstock, Georgia.

He/She authorizes the person named below to act as applicant in the pursuit of a request for:

- Annexation
- Rezoning
- Variance

- Comprehensive Plan Amendment
- Other: _____

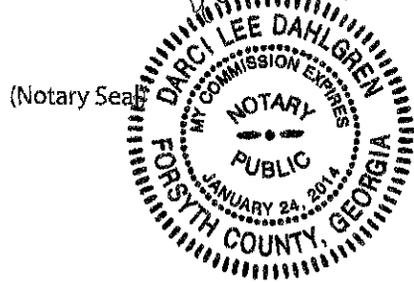
I hereby authorize the staff of the City of Woodstock, Department of Planning and Economic Development to inspect the premises which are subject of this application.

Applicant's Information:

Name: Tom Sharp
 Address: 4000 MEDWINNIS FERRY RD #101 Phone: 770 5184996
 City, State, Zip: ATLANTA, GA 30005 Fax: _____

Signature of Owner: [Signature] Date: 10/10/11
 Print Name: Tom Sharp

Sworn to and Subscribed before me this 10 day of Oct, 2011
 Notary Signature: [Signature]



**OPERATING AGREEMENT
OF
SOUTH CHEROKEE, LLC**

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE GEORGIA SECURITIES ACT OF 1973, AS AMENDED, IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 10-5-9(13) OF SUCH ACT. IN ADDITION, THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 3(a)(11) or 4(2) THEREOF, NOR HAVE THEY BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OF ANY OTHER APPLICABLE STATES IN RELIANCE UPON CERTAIN SIMILAR EXEMPTIONS FROM REGISTRATION. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

ARTICLE I

DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings unless otherwise expressly provided herein:

Articles of Organization. The Articles of Organization of **SOUTH CHEROKEE, LLC**, as filed with the Secretary of State of Georgia as the same may be amended from time to time.

Book Value. With respect to any property, the property's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Book Value of any property contributed by a Member to the Company shall be the gross fair market value of such property, as determined by the contributing Member and the Managers; provided that, if the contributing Member is also a Manager, the determination of the fair market value of the contributed property shall require the written consent of Members holding a Majority Interest;

(ii) The Book Values of all Company property shall be adjusted to equal their respective gross fair market values (taking Section 7701(g) of the Code into account), as determined by the Managers, as of the following times: (A) the acquisition of an additional Membership Interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount

of property as consideration for a Membership Interest; and (C) the Aliquidation^o of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations other than a liquidation described in Section 708(b)(1)(B) of the Code; provided, however, that adjustments pursuant to clauses (A) and (B) shall be made only if the Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Book Value of any Company property distributed to any Member shall be adjusted to equal the gross fair market value of such property on the date of distribution, as determined by the distributee Member and the Managers; provided that, if the distributee Member is also a Manager, the determination of the fair market value of the distributed property shall require the written consent of Members holding a Majority Interest; and

(iv) The Book Values of all Company property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Sections 732(d), 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations; provided, however, that Book Values shall not be adjusted pursuant to this clause (iv) to the extent the Managers determine that an adjustment pursuant to clause (ii) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (iv).

If the Book Value of any property has been determined or adjusted pursuant to clauses (i), (ii) or (iv) of this definition, such Book Value shall thereafter be adjusted in accordance with Section 10.04(a) hereof.

Capital Account. With respect to each Member, an account maintained on the books and records of the Company which is:

(i) increased (credited) for (A) the amount of any Capital Contribution made by the Member; (B) Net Profits allocated to such Member pursuant to Section 10.02 hereof; and (C) items of income or gain allocated to such Member pursuant to Section 10.03 hereof; and

(ii) decreased (debited) for (A) the amount of money distributed to such Member by the Company (exclusive of any amount paid to such Member and treated as a guaranteed payment within the meaning of Section 707(c) of the Code); (B) the Book Value of any property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); (C) Net Losses allocated to such Member pursuant to Section 10.01 hereof; and (D) any items of loss or deduction allocated to such Member pursuant to Section 10.03 hereof.

The provisions hereof governing the maintenance of Capital Accounts are intended to satisfy the requirements of Section 1.704-1(b)(2)(iv) of the Regulations and shall be interpreted and applied in a manner consistent therewith.

Capital Contribution. Any contribution, as defined in O.C.G.A. '14-11-101(4), to the capital of the Company in cash or property by a Member.

Code. The Internal Revenue Code of 1986, as amended from time to time.

Company. SOUTH CHEROKEE, LLC.

Distributable Cash. All cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) such Reserves as the Members holding at least a Majority Interest deem reasonably necessary to proper operation of the Company's business.

Economic Interest. A Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Georgia Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the Members or Managers.

Economic Interest Owner. The owner of an Economic Interest who is not a Member.

Entity. Any general partnership, limited partnership, limited liability company, corporation, joint venture, business trust, cooperative, association or any foreign trust or foreign business organization.

Fiscal Year. The Company's fiscal year, which shall be the calendar year.

Georgia Act. The Georgia Limited Liability Company Act at O.C.G.A. '14-11-100, et seq.

Initial Capital Contribution. The initial contribution to the capital of the Company made by a Member pursuant to this Operating Agreement.

Majority Interest. Ownership Interests of Members which, taken together, exceed fifty percent (50%) of the aggregate of all Ownership Interests.

Manager. One or more managers designated pursuant to this Agreement. Specifically, Manager(s) shall mean **DARCI DAHLGREN** and **THOMAS E. SHARP** or any other person(s) that succeed such person(s) in the capacity as Manager.

Member. Each of the parties who executes this Operating Agreement as a Member and each of the parties who may hereafter become Members. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

Membership Interest. A Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Georgia Act.

Member Nonrecourse Deduction. With respect to the Company, a Apartner nonrecourse deduction@ within the meaning of Section 1.704-2(i) of the Regulations.

Net Profits or Net Losses. For each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as such pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(iii) If the Book Value of Company property is revalued pursuant to clauses (ii), (iii) or (iv) of the definition herein of Book Value and such revaluation is not also subject to Section 10.03(c) hereof, then the net increase or net decrease in the Book Value of all Company property resulting therefrom shall be added to (with respect to a net increase) or subtracted from (with respect to a net decrease) such taxable income;

(iv) If any Company property has a Book Value which differs from the property's adjusted basis for federal income tax purposes, then Net Profits and Net Losses shall be determined with respect to items of income, gain, loss or deduction attributable to such property in accordance with Section 10.04(a) hereof; and

(v) Any item of Company income, gain, loss or deduction that is allocated to the Members under Section 10.03 hereof shall not be taken into account in computing Net Profits and Net Losses.

Nonrecourse Deduction. With respect to the Company, a Anonrecourse deduction@ within the meaning of Section 1.704-2(b)(1) of the Regulations.

Operating Agreement. This Operating Agreement as originally executed and as amended from time to time.

Ownership Interest. The proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances as may be adjusted from time to time. The initial Ownership Interests of the Members are as follows:

MEMBER

OWNERSHIP INTEREST

SHARP LAND HOLDINGS, INC.

100%

Person. Any individual or Entity and the heirs, executors, administrators, legal representatives, successors and assigns of such APerson@ where the context so permits.

Regulations. The Federal Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

Reserves. With respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the affirmative vote of Members holding at least a Majority Interest for working capital and to pay taxes, insurance, debt service and or other costs or expenses incident to the ownership or operation of the Company's business.

Treasury Regulations or Regulations. The Federal Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time.

Withdrawal Event. With respect to any Member, the occurrence of any of the following events: (i) the withdrawal, removal, death, incompetency, dissolution, bankruptcy or insolvency of a Member; (ii) the transfer or redemption of the entire Membership Interest of a Member; or (iii) the occurrence of any other event that terminates the continued membership of the Member in the Company pursuant to O.C.G.A. ' 14-11-601.1.

ARTICLE II

FORMATION OF COMPANY

2.01 Formation. On June 9, 2006, Clayton O. Carmack (organizer) formed the Company as a Georgia Limited Liability Company by executing and delivering articles of organization to the Secretary of State of Georgia in accordance with the provisions of the Georgia Act.

2.02 Name. The name of the Company is SOUTH CHEROKEE, LLC.

2.03 Principal Place of Business. The principal place of business of the Company within the State of Georgia is 4080 McGinnis Ferry Road, Suite 701, Alpharetta, GA 30005. The Company may locate its places of business and registered office at any other place or places as the Members may from time to time deem advisable.

2.04 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at 192 Anderson Street, Marietta, Georgia 30060 and the name of its initial registered agent at such address is ELDON L. BASHAM. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State of Georgia pursuant to the Georgia Act and the applicable rules promulgated thereunder.

2.05 Term. The term of the Company shall commence on the date the Articles of Organization were filed with the Secretary of State of Georgia and shall continue in perpetuity, unless earlier dissolved in accordance with the provisions of this Operating Agreement or the Georgia Act.

ARTICLE III

BUSINESS OF THE COMPANY

3.01 Permitted Businesses. The business of the Company shall be:

- (a) To acquire, develop, hold, own, lease, manage, maintain, improve, sell, finance and otherwise use real estate.
- (b) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Georgia Act.
- (c) To engage in all activities necessary, customary, convenient or incident to any of the foregoing.

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are as follows:

Name	Address
SHARP LAND HOLDINGS, INC.	4080 McGinnis Ferry Road Suite 701 Alpharetta, GA 30005

ARTICLE V

RIGHTS AND DUTIES OF MEMBERS WITH RESPECT TO MANAGEMENT

5.01 Management. The business and affairs of the Company shall be managed by its Managers. Except for situations in which the approval of the Members is expressly required by this

Operating Agreement or by the Georgia Act, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement or the Georgia Act.

5.02 Number, Tenure and Qualifications. The Company shall initially have two (2) Managers, **DARCI DAHLGRAN** and **THOMAS E. SHARP**. The number of Managers of the Company shall be fixed from time to time by the affirmative vote of Members holding a Majority Interest, but in no instance shall there be less than one (1) Manager. Each Manager shall hold office until the next annual meeting of Members or until his successor shall have been elected and qualified. Managers shall be elected by the affirmative vote of Members holding at least a Majority Interest. Managers need not be residents of the State of Georgia nor Members of the Company.

5.03 Certain Powers of Manager. Without limiting the generality of Section 5.01, each Manager shall individually have the power and authority, on behalf of the Company:

- (a) To acquire property from any Person as the Managers may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Managers from dealing with that Person.
- (b) To borrow money for the Company from banks, other lending institutions, the Managers, Members or affiliates of the Manager or Members on such terms as the Managers deem appropriate and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers or to the extent permitted under the Georgia Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers.
- (c) To purchase liability and other insurance to protect the Company's property and business.
- (d) To hold and own any Company real and/or personal properties in the name of the Company.
- (e) To invest any Company funds temporarily in investments including, but not limited to, time deposits, short-term governmental obligations, commercial paper or other investments.
- (f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan. The affirmative vote of the Members shall not be required with respect to any sale or disposition of the Company's assets in the ordinary course of the Company's business.

- (g) To execute on behalf of the Company all instruments and documents, including without limitation, checks; drafts; notes and other negotiable instruments; mortgages, deeds of trust and deeds to secure debt; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property including all forms of deeds; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company.
- (h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds.
- (i) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve.
- (j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Operating Agreement or by the Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniary for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with this provision.

5.04 Liability for Certain Acts. Each Manager shall act in a manner he believes in good faith to be in the best interest of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager is not liable to the Company, its Members or other Managers for any action taken in managing the business or affairs of the Company if he performs the duty of his office in compliance with the standard contained in this Section. No Manager has guaranteed nor shall have any obligation with respect to the return of a Member's Capital Contributions or profits from the operation of the Company. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which such Manager received a personal benefit in violation or breach of the provisions of this Operating Agreement. Each Manager shall be entitled to rely on information, opinions, reports or statements, including but not limited to financial statements or other financial data prepared or presented in accordance with the provisions of O.C.G.A. ' 14-11-305.

5.05 Managers Have No Exclusive Duty to Company. The Managers shall not be required to manage the Company as their sole and exclusive function and the Managers may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

5.06 Bank Accounts. The Managers may from time to time open bank accounts in the name of the Company and the Manager(s) shall be the sole signatories thereon, unless the Managers determine otherwise.

5.07 Indemnity of the Managers. To the fullest extent permitted under O.C.G.A. ' 14-11-306, the Company shall indemnify the Managers and make advances for expenses to them with respect to such matters to the extent permitted under applicable law.

5.08 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.09 Removal. At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of Members holding a Majority Interest. The removal of a Manager who is also a member shall not affect the Manager's right as a Member and shall not constitute a withdrawal of a Member.

5.10 Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company shall be filled by the affirmative vote of Members holding a Majority Interest. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by an election at an annual meeting or at a special meeting of Members called for that purpose or by the written consent of Members holding a Majority Interest. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected and shall qualify or until his earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until his successor shall be elected and shall qualify or until his earlier death, resignation or removal.

5.11 Salaries. No Manager shall receive a salary from the Company for services rendered to the Company hereunder without the written consent of Members holding a Majority Interest.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.01 Limitation on Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Georgia Act and other applicable law.

6.02 No Liability for Company Obligations. No Member will have any personal liability for any debts, obligations, liabilities or losses of the Company beyond his respective Contributions, except as provided by law.

6.03 List of Members. Upon written request of any Member, the Members shall provide a list showing the names, addresses and Membership Interest and Economic Interest of all Members and the other information required by O.C.G.A. '14-11-313 and maintained pursuant to Section 11.02.

6.04 Priority and Return of Capital. Except as may be expressly provided in Article IX, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions. This Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

ARTICLE VII

MEETINGS OF MEMBERS

7.01 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by the Georgia Act, may be called by Members holding at least twenty five percent (25%) of the Ownership Interest.

7.02 Place of Meetings. The Members may designate any place, within the State of Georgia, as the place of meeting for any meeting of the Members. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in the State of Georgia.

7.03 Notice of Meetings. Written notice stating the place, day and hour of the meeting and the purpose for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid.

7.04 Meeting of all Members. If all the Members shall meet at any time and place, either within or outside the State of Georgia and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice and at such meeting any lawful action may be taken.

7.05 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof or Members entitled to receive payment of any distribution or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.06 Quorum. Members holding a Majority Interest represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Ownership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if at the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Ownership Interests whose absence would cause less than a quorum to be present.

7.07 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a Majority Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Georgia Act, by the Articles of Organization or by this Operating Agreement. Unless otherwise expressly provided herein or required under applicable law, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote, may vote upon any such matter and their Ownership Interest vote shall be counted in the determination of whether the requisite matter was approved by the Members.

7.08 Proxies. At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

7.09 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the necessary Members entitled to vote and required to approve such action and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when the Members required to approve such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

7.10 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.01 Members' Capital Contributions. Each Member shall contribute such amount as is set forth opposite their names below as its share of the Initial Capital Contribution.

<u>MEMBER</u>	<u>INITIAL CAPITAL CONTRIBUTION</u>
SHARP LAND HOLDINGS, INC.	\$1,000.00

8.02 Additional Contributions. Except as set forth in Section 8.01, no Member shall be required to make any Capital Contributions. To the extent unanimously approved by the Members, the Members may be permitted to make additional Capital Contributions if and to the extent they so desire and if the Members determine that such additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business. In such event, the Members shall have the opportunity, but not the obligation, to participate in such additional Capital Contributions on a pro rata basis in accordance with their Ownership Interests. Any Member who contributes additional funds shall be entitled to be repaid said additional contributions, plus interest at the rate of twelve percent (12%) per annum, prior to any funds being distributed to the Members who have not made such additional Capital Contributions.

8.03 Withdrawal or Reduction of Members' Contributions to Capital.

- (a) A Member shall not receive out of the Company's property any part of such Member's Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.
- (b) A Member, irrespective of the nature of such Member's Capital Contribution, has only the right to demand and receive cash in return for such Capital Contribution.

ARTICLE IX

DISTRIBUTIONS TO MEMBERS

9.01 Distributions. All distributions of cash or other property shall be made to the Members on a pro rata basis in accordance with the Ownership Interests of the Members.

9.02 Limitation Upon Distributions. No distribution shall be made to Members if prohibited by O.C.G.A. '14-11-407.

9.03 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

9.04 Loans to Company. Nothing in this Operating Agreement shall prevent any member from making secured or unsecured loans to the Company by agreement with the Company.

ARTICLE X

ALLOCATIONS

10.01 Net Losses. After making any allocations required by Section 10.03 hereof and subject to the last two sentences of this Section 10.01, Net Losses for each Fiscal Year shall be allocated among the Members in accordance with their respective Ownership Interests. Notwithstanding the foregoing, in no event shall the Net Losses allocated to any Member cause the Member to have a negative adjusted Capital Account balance or increase a negative adjusted Capital Account balance for any Member. All Net Losses in excess of the limitation set forth in this sentence shall be allocated to the other Members in accordance with their respective positive adjusted Capital Account balances.

10.02 Net Profits. After making any allocations required by Section 10.03 hereof, Net Profits for each Fiscal Year shall be allocated among the Members in accordance with their respective Ownership Interests.

10.03 Special Allocations. Prior to making any allocations pursuant to Section 10.01 or 10.02 hereof, the following special allocations shall be made each Fiscal Year, to the extent required, in the following order:

- (a) Minimum Gain Chargeback; Qualified Income Offset. Items of Company income and gain shall be allocated for any Fiscal Year to the extent and in an amount sufficient to satisfy, the Aminimum gain chargeback@ requirements of Section 1.704-(f) and (i)(4) of the Regulations and the Aqualified income offset@ requirement of Section 1.704-1(b)(2)(ii)(d)(3) of the Regulations.
- (b) Member Nonrecourse Deductions and Nonrecourse Deductions. Member Nonrecourse Deductions shall be allocated to the Member who bears the economic risk of loss associated with such deductions, in accordance with Section 1.704-2(i) of the Regulations. Nonrecourse Deductions shall be allocated in accordance with the Ownership Interest of the Member.
- (c) Certain Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code is required pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with the requirements of Section 1.704(b)(2)(iv)(m)(4) of the Regulations.

- (d) Curative Allocations. The allocations set forth in the last sentence of Section 10.01 hereof and Sections 10.03(a) through 10.03(c) hereof (the Regulatory Allocations) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to Section 10.03(d). Therefore, notwithstanding any other provision of this Article X (other than the Regulatory Allocations), such offsetting special allocations of Company income, gain, loss or deduction shall be made in whatever manner the Managers determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 10.01 (without regard to the last two sentences thereof), 10.02 and 10.03(e) hereof. In making such allocations, the Managers shall take into account future Regulatory Allocations under Section 10.03(a) hereof that, although not yet made, are likely to be made in the future and offset other Regulatory Allocations previously made under Section 10.03(b) hereof.
- (e) Special Allocations Upon Liquidation of the Company. With respect to the Fiscal Year in which occurs the final liquidation of the Company in accordance with Article XIV hereof or in which there is a sale or other disposition of all or substantially all of the assets of the Company, if, after tentatively making all allocations pursuant to this Agreement other than this Section 10.03(e), the positive adjusted Capital Account balances of the Members do not equal the amounts that the Members would receive if all remaining Company assets were distributed to them pursuant to Section 10.01 hereof, then items of Company income, gain, loss and deduction shall be specially allocated among the Members pursuant to this Section 10.03(e) in such amounts and priorities as are necessary so that after making all allocations pursuant to this Article X, the positive Adjusted Capital Account balances of the Members equal the amounts that would be so distributed to each Member.

10.04 Other Allocation Rules.

- (a) Tax/Book Differences. If the Book Value of any Company property, pursuant to Section 1.704-1(b)(2)(iv)(d) or (f) of the Regulations and the definition of Book Value in Article I hereof, differs from the adjusted tax basis of such property, then allocations with respect to such property for income tax purposes shall be made in a manner which takes into consideration differences between such Book Value and such adjusted tax basis in accordance with Section 704(c) of the Code, the Regulations promulgated thereunder and Section 1.704-1(b)(2)(iv)(f)(4) of the Regulations. Such allocations for income tax purposes shall be made using such method(s) permitted pursuant to such provisions which the Managers, in their sole and absolute discretion, select. Such tax allocations shall not affect or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses or other items or distributions pursuant to any provision of this Agreement. Any allocations with respect to any such property for purposes of

maintaining the Members' Capital Accounts and the determination of Net Profits and Net Losses, shall be made by reference to the Book Value of such property and not its adjusted tax basis, all in accordance with Section 1.704-1(b)(2)(iv) (g) of the Regulations.

- (b) Allocations of Items. Any allocation to a Member of Net Profits or Net Losses shall be treated as an allocation to such Member of the same share of each item of income, gain, loss or deduction that is taken into account in computing Net Profits or Net Losses. Unless otherwise specified herein to the contrary, any allocation to a Member of items of Company income, gain, loss, deduction or credit (or item thereof) shall be treated as an allocation of a pro rata portion of each item of Company income, gain, loss, deduction or credit (or item thereof).
- (c) Consent and Tax Reporting. The Members are aware of the income tax consequences of the allocations made by this Article X and hereby agree to be bound by the provisions of this Article X in reporting their portion of Company income and loss for income tax purposes.
- (d) Treatment of the Company as a Disregarded Entity for Income Tax Purposes. The Members intend that the Company shall be treated as a disregarded entity for federal and state income tax purposes and neither the Members nor the Managers shall take any action to change such treatment, unless and until a unanimous vote of the Members determines that the tax status of the Company shall be changed.

ARTICLE XI

BOOKS AND RECORDS

11.01 Accounting Period. The Company's accounting period shall be the calendar year.

11.02 Records, Audits and Reports. At the expense of the Company, the Members shall maintain records and accounts of all operations and expenditures of the Company. The Company shall keep at its principal place of business the following records:

- (a) A current list of the full name and last known address of each Member and Economic Interest Owner;
- (b) Copies of records to enable a Member to determine the relative voting rights;
- (c) A copy of the Articles of Organization of the Company and all amendments thereto;
- (d) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (e) Copies of the Company's written Operating Agreement, together with any amendments thereto; and

- (f) Copies of any financial statements of the Company for the three most recent years.

11.03 Tax Returns. The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Fiscal Year.

ARTICLE XII

TRANSFERABILITY

12.01 General. Except as otherwise specifically provided herein, neither a Member nor an Economic Interest Owner shall have the right to:

- (a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively Asell@); or
- (b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy)

all or any part of its Membership Interest or Economic Interest.

12.02 Transferee Not Member in Absence of Unanimous Consent.

- (a) Notwithstanding anything contained herein to the contrary, if all of the remaining Members do not approve by unanimous written consent the proposed sale or gift of a Member's Membership Interest or Economic Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member's Economic Interest which has not been approved by unanimous written consent of the Members, shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Member(s).
- (b) Upon and contemporaneously with any sale or gift of a Member's Economic Interest in the Company which does not at the same time transfer the balance of the right associated with the Economic Interest transferred by the Member (including, without limitation, the rights of the Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Member and the Member shall sell to the company for a purchase price of One Hundred Dollars (\$100.00), all remaining rights and interest retained by the Member which immediately prior to such sale or gift were associated with the transferred Economic Interest.

ARTICLE XIII

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by their unanimous vote thereof may become a Member of this Company either by the issuance of the Company of Membership Interests for such consideration as the Members by their unanimous votes shall determine or as a transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Managers may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE XIV

DISSOLUTION AND TERMINATION

14.01 Dissolution.

- (a) The Company shall be dissolved upon the occurrence of any of the following events:
 - (1) when the period fixed for the duration of the Company shall expire pursuant to Section 2.05 hereof; or
 - (2) by the written agreement of Members holding a Majority Interest.
- (b) If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's executor, administrator, guardian, conservator or other legal representative may exercise all of the Member's rights for the purpose of settling his estate or administering his property.
- (c) Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily withdraw or take any other voluntary action which directly causes a Withdrawal Event. Unless otherwise approved by Members owning a Majority Interest, a Member who withdraws (a AWithdrawing Member@) or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Event, regardless of whether such Withdrawal Event was the result of a voluntary act by such Member, shall not be entitled to receive any distributions to which such Member would not have been entitled had such Withdrawing Member remained a Member. Except as otherwise expressly provided herein, a Withdrawing Member shall become an Economic Interest Owner. Damages for breach of this Section 14.01

shall be monetary damages only and such damages may be offset against distributions by the Company to which the Withdrawing Member would otherwise be entitled.

14.02 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by O.C.G.A. ' 14-11-605. Upon dissolution, the Members shall file a statement of commencement of winding up pursuant to O.C.G.A. ' 14-11-606 and publish the notice permitted by O.C.G.A. ' 14-11-608.

14.03 Winding Up, Liquidation and Distribution of Assets.

- (a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Member(s) shall immediately proceed to wind up the affairs of the Company.
- (b) If the Company is dissolved and its affairs are to be wound up, the Member(s) shall:
 - (1) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Member(s) may determine to distribute any assets to the Members in kind);
 - (2) allocate any profit or loss resulting from such sales to the Members and Economic Interest Owners in accordance with Article X hereof;
 - (3) discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for distributions and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company; and
 - (4) distribute the remaining assets in the following order:
 - (i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of this Operating Agreement to reflect such deemed sale.
 - (ii) The positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members,

either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

- (c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.
- (d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.
- (e) The Members shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

14.04 Certificate of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a Certificate of Termination may be executed and filed with the Secretary of State of Georgia in accordance with O.C.G.A. ' 14-11-610.

14.05 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.01 Investment Representations.

- (a) In connection with the purchase of the Membership Interests in the Company, each of the Members hereby represents and warrants as follows:
 - (1) The Membership Interests are being purchased for the Member's own account without the participation of any other person, with the intent of holding the Membership Interests for investment and without the intent of participating,

directly or indirectly, in a distribution of the Membership Interests and not with a view to or for resale in connection with, any distribution of the Membership Interests or any portion thereof, nor is the Member aware of the existence of any distribution of the Company's securities;

- (2) The Member is not acquiring the Membership Interests based upon any representation, oral or written, by any person with respect to the future value of or income from, the Membership Interests but rather upon an independent examination and judgment as to the prospects of the Company; and
 - (3) The Membership Interests were not offered to the Member by means of publicly disseminated advertisements or sales literature, nor is the Member aware of any offers made to other persons by such means.
- (b) Each of the Members acknowledges that he must continue to bear the economic risk of the investment in the Membership Interests for an indefinite period and recognizes that the Membership Interests will be (i) sold without registration under any state or federal law relating to the registration of securities for sale; (ii) issued and sold in reliance on the exemption from registration under the Georgia Securities Act provided by O.C.G.A. Section 10-5-9(13) of the Georgia Securities Act; (iii) issued and sold in reliance on similar exemptions under other State laws; and (iv) issued and sold in reliance upon the exemption from registration under the Securities Act of 1933 (the 1933 Act) provided by Section 4(2) of the 1933 Act.
- (c) Each of the Members agrees as follows:
- (1) The Membership Interests will not be offered for sale, sold or transferred other than pursuant to (i) an effective registration under the Georgia Securities Act or in a transaction which is otherwise in compliance with the Georgia Securities Act; (ii) an effective registration under the 1933 Act or in a transaction otherwise in compliance with the 1933 Act; and (iii) evidence satisfactory to the Company of compliance with the applicable securities laws of other jurisdictions. The Company shall be entitled to rely upon an opinion of counsel satisfactory to it with respect to compliance with the above laws;
 - (2) The Company will be under no obligation to register the Membership Interests or to comply with any exemption available for sale of the Membership Interests without registration and the information or conditions necessary to permit routine sales of securities of the Company under Rule 144 of the 1933 Act are not now available and no assurance has been given that they will become available. The Company is under no obligation to act in any manner so as to make Rule 144 available with respect to the Membership Interests;

- (3) The Company may, if it so desires, refuse to permit the transfer of the Membership Interests unless the request for transfer is accompanied by an opinion of counsel acceptable to the Company to the effect that neither the sale nor the proposed transfer will result in any violation of the 1933 Act or the securities laws of any other jurisdiction; and
- (4) A legend indicating that the Membership Interests have not been registered under such laws and referring to the restrictions on transferability and sale of the Membership Interests may be placed on any certificate or certificates delivered to the Members or any substitute therefor and any transfer agent of the Company may be instructed to require compliance therewith.

15.02 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Members in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall be at all times maintained at the principal executive office of the Company and shall be open to the reasonable inspection and examination of the Members or Economic Interest Owners or their duly authorized representatives during reasonable business hours.

15.03 Application of Georgia Law. This Operating Agreement and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Georgia and specifically the Georgia Act.

15.04 No Action for Partition. No Member or Economic Interest Owner has any right to maintain any action for partition with respect to the property of the Company.

15.05 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

15.06 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa and the masculine gender shall include the feminine and neuter genders and vice versa.

15.07 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

15.08 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

15.09 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not

preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

15.10 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

15.11 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

15.12 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

15.13 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

15.14 Federal Income Tax Elections. All elections required or permitted to be made by the Company under the Code shall be made by the Members as determined in their sole discretion. For all purposes permitted or required by the Code, the Members shall constitute and appoint one (1) Member as the Tax Matters Member and if that Member should cease to be a Member, then such other Member as shall be designated by the Members by majority vote.

15.15 Certification of Non-Foreign Status. In order to comply with ' 1445 of the Code and the applicable Treasury Regulations thereunder, in the event of the disposition by the Company of a United States real property interest as defined in the Code and Treasury Regulations, each Member shall provide to the Company, an affidavit stating, under penalties of perjury, (i) the Member's address, (ii) United States taxpayer identification number, and (iii) that the Member is not a foreign person as that term is defined in the Code and Treasury Regulations. Failure by any Member to provide such affidavit by the date of such disposition shall authorize the Company to withhold ten percent (10%) of each such Member's distributive share of the amount realized by the Company on the disposition.

15.16 Notices. Any and all notices, offers, demands or elections required or permitted to be made under this Agreement (ANotices@) shall be in writing, signed by the party giving such Notice and shall be deemed given and effective (i) when hand-delivered, or (ii) on the third (3rd) business day (which term means a day when the United States Postal Service is making regular deliveries of mail on all of its regularly appointed week-day rounds in Georgia) following the day, as evidenced by proof of mailing, upon which such notice is deposited, postage prepaid, certified mail, return receipt requested, with the Postal Service and addressed to the other party at such party's respective address as set forth herein or at such other address as the other party may hereafter designate by Notice.

15.17 Amendments. Any amendment to this Operating Agreement shall only be made by the unanimous vote or consent of all of the Members of the Company and shall be made in writing and signed by all Members.

15.18 Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. If any particular provision herein is construed to be in conflict with the provisions of the Georgia Act, the Georgia Act shall control and such invalid or unenforceable provisions shall not affect or invalidate the other provisions hereof and this Agreement shall be construed in all respects as if such conflicting provision were omitted.

15.19 Banking. All funds of the Company shall be deposited in its name in an account or accounts as shall be designated from time to time by the Members. All funds of the Company shall be used solely for the business of the Company. All withdrawals from the Company bank accounts shall be made only upon check signed by the Members or by such other persons as the Members may designate from time to time.

15.20 Arbitration. Any dispute, controversy or claim arising out of or in connection with or relating to, this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to and settled by, arbitration in the City of Atlanta, State of Georgia, before a single arbitrator, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association or at any time or at any other place or under any other form of arbitration mutually acceptable to the parties so involved. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel's fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

15.21 Determination of Matters Not Provided For In this Agreement. The Members shall decide any questions arising with respect to the Company and this Agreement which are not specifically or expressly provided for in this Agreement.

15.22 Further Assurances. The Members each agree to cooperate and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of the Company and this Operating Agreement.

15.23 Time. Time is of the essence of this Agreement and to any payments, allocations and distributions specified under this Operating Agreement.

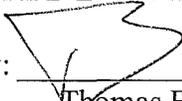
15.24 Entire Agreement. This Agreement supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof. This Agreement constitutes the entire agreement between the parties by which they agree to be bound.

IN WITNESS WHEREOF, the Members hereto have executed this Operating Agreement on the 20th day of October, 2009 to be effective as of the formation date of the Company on the 9th day of June, 2006. This Operating Agreement shall revoke and supersede the prior version of this Operating Agreement which contained a scrivener's error in that Sharp Holdings, Inc. was listed as the sole Member of the Company as opposed to Sharp Land Holdings, Inc.

MEMBERS:

SHARP LAND HOLDINGS, INC.

By: _____



Thomas E. Sharp,
President

NOTICE OF PUBLIC HEARING

Re: Consideration of implementation of an ordinance to amend Chapter Six (6) of the Code of Ordinances of Cherokee County, relating to alcoholic beverages; to provide for Sunday package retail sales of malt beverages and wine; to provide for severability; to provide for an effective date; and for other lawful purposes.

Notice is hereby given that the Cherokee County Board of Commissioners will hold a public hearing at the Cherokee County Administrative Complex, 1130 Bluffs Parkway, Canton, Georgia in Cherokee Hall to consider implementation of an ordinance to amend Chapter Six (6) of the Code of Ordinances of Cherokee County, relating to alcoholic beverages; to provide for Sunday package retail sales of malt beverages and wine; to provide for severability; to provide for an effective date; and for other lawful purposes, at the Board's regular meeting on Tuesday, December 6, 2011, at 6:00 p.m. All Cherokee County residents and any other affected and/or interested persons are invited and encouraged to attend.

Cherokee County Board of Commissioners