

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

January 17, 2012

3:00 p.m.

Cherokee Hall

AGENDA

1. Discussion of Regular Agenda Items.

Executive Session to Follow

AGENDA

Cherokee County Board of Commissioners

January 17, 2012

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

PRESENTATIONS

ANNOUNCEMENTS

Atlanta's Annual Walk for Cervical Cancer, "A Walk for Hope" is scheduled for Saturday, January 28, 2012 and is being hosted by the non-profit organization, The Spirit Foundation. January is cervical cancer awareness month and the event hopes to raise funds to assist in community awareness of this cancer.

APPROVAL OF WORK SESSION MINUTES FROM JANUARY 3, 2012.

APPROVAL OF REGULAR MEETING MINUTES FROM JANUARY 3, 2012.

PUBLIC COMMENT

PUBLIC HEARING

The Cherokee County Proposed 2012 Annual Budget is available for review on the Cherokee County website at www.cherokeega.com. A hard copy of the budget is also available for review at the County Clerk's office from 8:00 a.m. to 5:00 p.m. at 1130 Bluffs Parkway, Canton, GA 30114. A public hearing is being held on Tuesday, January 17, 2012 at 6:00 p.m. in Cherokee Hall, 1130 Bluffs Parkway, Canton, GA 30114 at which time the public may comment on the budget.

ZONING CASES

CASE NUMBER : 12-01-001
APPLICANT : **James H. Brock**
ZONING CHANGE : R-80 to AG
LOCATION : East Cherokee Drive
MAP & PARCEL NUMBER : 15N22, Parcel 065
ACRES : 7.25
PROPOSED DEVELOPMENT : Family Farm
COMMISSION DISTRICT : 2
FUTURE DEVELOPMENT MAP : Suburban Living

PLANNING COMMISSION RECOMMENDATION : Denial

CASE NUMBER : 12-01-002
APPLICANT : **Ahmad Ghadamyari**
ZONING CHANGE : LI to GC
LOCATION : Highway 92 & Industrial Drive
MAP & PARCEL NUMBER : 15N06E, Parcels 252, 253
ACRES : 1.32
PROPOSED DEVELOPMENT : Assisted Living Facility/
Personal Care Home
COMMISSION DISTRICT : 4
FUTURE DEVELOPMENT MAP : Work Place Center

PLANNING COMMISSION RECOMMENDATION : Approval

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

Consider City of Woodstock resolution / request for financial assistance related to Ridgewalk Parkway improvements.

COMMISSION POST 1

HARRY B. JOHNSTON

Acceptance of Harmony Oaks Trail (approx 0.2 mile) as-is for county maintenance, subject to receipt of ROW deeds and \$20,000 from First Cherokee State Bank toward the cost of maintenance that will be needed after most homes on the street are completed.

VICE CHAIR/COMMISSION POST 2

JIM HUBBARD

COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval of contract amendment between Cherokee County and the Georgia Department of Human Services for increase in funding to the CATS demand response service.

COUNTY MANAGER

- 2.1 Consider approval of proposal from Routematch Software System for implementation of an Auto Vehicle Location and Mobile Data tablet management system for the CATS bus system in the amount of \$47,214.00.
- 2.2 Consider approval of the issuance of \$11.41 Million General Obligation Park and Greenspace Bonds to the most competitive bidder.
- 2.3 Consider of approval of Escrow Termination and Release Agreement for Victoria Crossing subdivision.
- 2.4 Consider renewal of Conference Center Management Agreement with Eventmark, LLC. (Lorrie Keener) with modifications to allow automatic renewal with 30-day cancellation provision by either the county or Eventmark and to allow Eventmark to provide consultation, promote and sell complementary or event-related services and accept compensation for this work, excluding catering services.
- 2.5 Requesting approval of a change order to the Professional Services Agreement with Ross Consulting Engineers, PC for addition services and

compensation in an amount not to exceed \$9,000.00 for improvements at Blankets Creek.

- 2.6 Requesting approval of amendment to CSA Field Use Agreement for the soccer complex, to include terms for CSA payment of \$100,000.00, CSA responsibility for irrigation, and CSA responsibility for submittal and county review and approval of lighting plan.

COUNTY ATTORNEY

- 3.1 Consider approval of resolution to set qualifying fees for the various County offices within Cherokee County for the 2012 General Election pursuant to (O.C.G.A.) §21-2-131(a)(1)(A).

ADJOURN

AMENDMENTS TO AGENDA

ANNOUNCEMENTS

Atlanta's Annual Walk for Cervical Cancer, "A Walk for Hope" is scheduled for Saturday, January 28, 2012 and is being hosted by the non-profit organization, The Spirit Foundation. January is cervical cancer awareness month and the event hopes to raise funds to assist in community awareness of this cancer.

W.S.

mins.

MINUTES

Cherokee County Board of Commissioners

January 3, 2012 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

Commissioner Hubbard gave the invocation.

CHAIRMAN AHRENS

CALL TO ORDER

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 Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

PLEDGE OF ALLEGIANCE

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

County Manager Jerry Cooper led the Pledge of Allegiance.

AMENDMENTS TO AGENDA

Under Chairman's section: Consider a resolution by the Board requesting our local delegation to introduce legislation at the 2012 Session of the General Assembly to authorize an election concerning the imposition of a Homestead Option Sales Tax (HOST).

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

PRESENTATIONS

ANNOUNCEMENTS

APPROVAL OF WORK SESSION MINUTES FROM DECEMBER 20, 2011.

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

APPROVAL OF REGULAR MEETING MINUTES FROM DECEMBER 20, 2011.

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

PUBLIC COMMENT

Tom Ware signed up to speak about the Soccer Complex. He told the Board that he personally walked every field and has concerns with landscaping due to most of the fields having severe slopes. He said he noticed that water stands for over 24 hours in some areas and if this wasn't addressed now it would cost more later.

PUBLIC HEARING

None scheduled.

ZONING CASES

CASE NUMBER
APPLICANT
ZONING CHANGE
LOCATION
MAP & PARCEL NUMBER
ACRES
PROPOSED DEVELOPMENT
COMMISSION DISTRICT
FUTURE DEVELOPMENT MAP

: 11-12-016
: **Hoyt T. Champion**
: R-40 to GC
: Hickory Flat Highway
: 14N24, Parcel 031
: 5.9
: Assisted Living/Medical Use
: 1
: Country Estates/Transitional
Corridor

**PLANNING COMMISSION
RECOMMENDATION**

: **Approval of NC with two (2)
story height maximum**

This case was postponed from the December 20, 2011 meeting.

Jeff Watkins briefly went over the details of the zoning request.

Due to the application stating for proposed office use, Commissioner Johnston made a motion to approve as Office & Institutional with the conditions below; Commissioner Hubbard seconded and there was unanimous approval.

1. Two-story maximum as recommended by Planning and Zoning.
2. Recommendations below from the City of Canton's Street Scape Ordinance:
 - 30" concrete curb and gutter

- 4' grassed strip, 6' sidewalks with 20' expansion joints
 - Scarlet Oak street trees planted 55' – 65' on center
 - Two understory trees for every street tree, from the Large Scale Plant Schedule, 30% to be evergreen
 - Shrubs from the Large Scale Plant Schedule, 70% to be evergreen
 - 30% ground cover calculated from the total landscape buffer including the curb cuts and driveways
3. Free Standing sign height limited to 10' or 12' if display area is fully incased in masonry.

Commissioner Bosch stated that her only concern at the last meeting had been to allow the applicant the opportunity to speak with Commissioner Johnston and that has happened so she has no further objections.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Election of Vice Chair for 2012 to Post 3.

Chairman Ahrens elected Commissioner Bosch as Vice Chair.

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

B. Notice of Retreat on January 26 & 27, 2012.

Chairman Ahrens said that he was formalizing the Public Notice of the Barnsley Garden Retreat and mentioned that the retreat was open to the public and media. He read from the Public Statement that will be sent to the media for publication:

The Cherokee County Board of Commissioners' 6th Annual Planning Review will be at Barnsley Gardens, Kingston Cottage, 597 Barnsley Gardens Road, Adairsville, GA.

The dates are Thursday, January 26 beginning at 2:00 p.m. to 5:30 p.m., and Friday, January 27 beginning at 8:00 a.m. We expect to conclude by 12:00 p.m. Topics of discussion include, but are not limited to: Review of 2011 / Priorities for 2012; Parks Build-Out Options; Budget Contingencies; Review/Revise Ethics Ordinance; LOST/HOST legislation; and Executive Session.

- C. Amended: Consider a resolution by the Board requesting our local delegation to introduce legislation at the 2012 Session of the General Assembly to authorize an election concerning the imposition of a Homestead Option Sales Tax (HOST).

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

Angie Davis added that the draft bill before the Board currently has a date inserted. She said that after discussion in Work Session she would like to amend Exhibit A of the draft bill to remove the date and leave it blank.

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

Commissioner Johnston added that with reluctance he would approve the HOST in order to keep the option open although he has a preference for the LOST referendum.

COMMISSION POST 1

HARRY B. JOHNSTON

VICE CHAIR/COMMISSION POST 2

JIM HUBBARD

COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1.1 Requesting to authorize Chairman Ahrens to execute contract with GDOT for resurfacing of 13.96 miles of road in the amount of \$1,202,687.15 funding provided by GDOT.
- 1.2 Consideration of a one-year extension of Professional Services Agreement with Key Risk Management Services from January 1, 2012 to December 31, 2012.

- 1.3 Consider approval of contract renewal between Cherokee County and Rindt-McDuff Associates, Inc. (RMA) for the Blalock Road Landfill closure at a cost not to exceed \$159,000.00.
- 1.4 Consider approval of new lease for 2,237 square foot space located at 155 Towne Lake Parkway with monthly lease payment of \$2,197.50 beginning January 1, 2012 between the County and Express Employment Professionals under new ownership.

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

COUNTY MANAGER

- 2.1 Requesting acceptance of proposal and approval of contract with Rec1.com in the amount of \$250 per month for website management services and 1% fee of online registration transactions (approximately \$10,000.00 annually) to provide web-hosted recreation registration and reservation software contingent upon receipt of executed affidavit and valid certificate of insurance as well as county attorney review and approval. Other two bids were from: Active Network for \$8,400 initiation and \$30,888 annually with no website; Vermont Systems for \$47,944 initial year and \$24,528 annually for software and no website.

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

- 2.2 Consider approval to award construction contract to the lowest responsible bidder, with the most responsive bid proposal for landscape and trees at the Soccer Complex at Blalock Road to Ed Castro Landscape, Inc. of Roswell GA in an amount not to exceed \$75,000.00. Bidders included: Ed Castro Landscape Inc. at \$56,219; Athens Landscape Group at \$73,353; Ruppert Landscape at \$94,147; Tri Scapes Inc. at \$59,974 and three others.

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

2.3 Consider adoption of a resolution by the Board of Commissioners authorizing the 2012 Tax Anticipation Notes and approval of the accompanying closing documents providing for closing and funding of the TAN's on January 4, 2012.

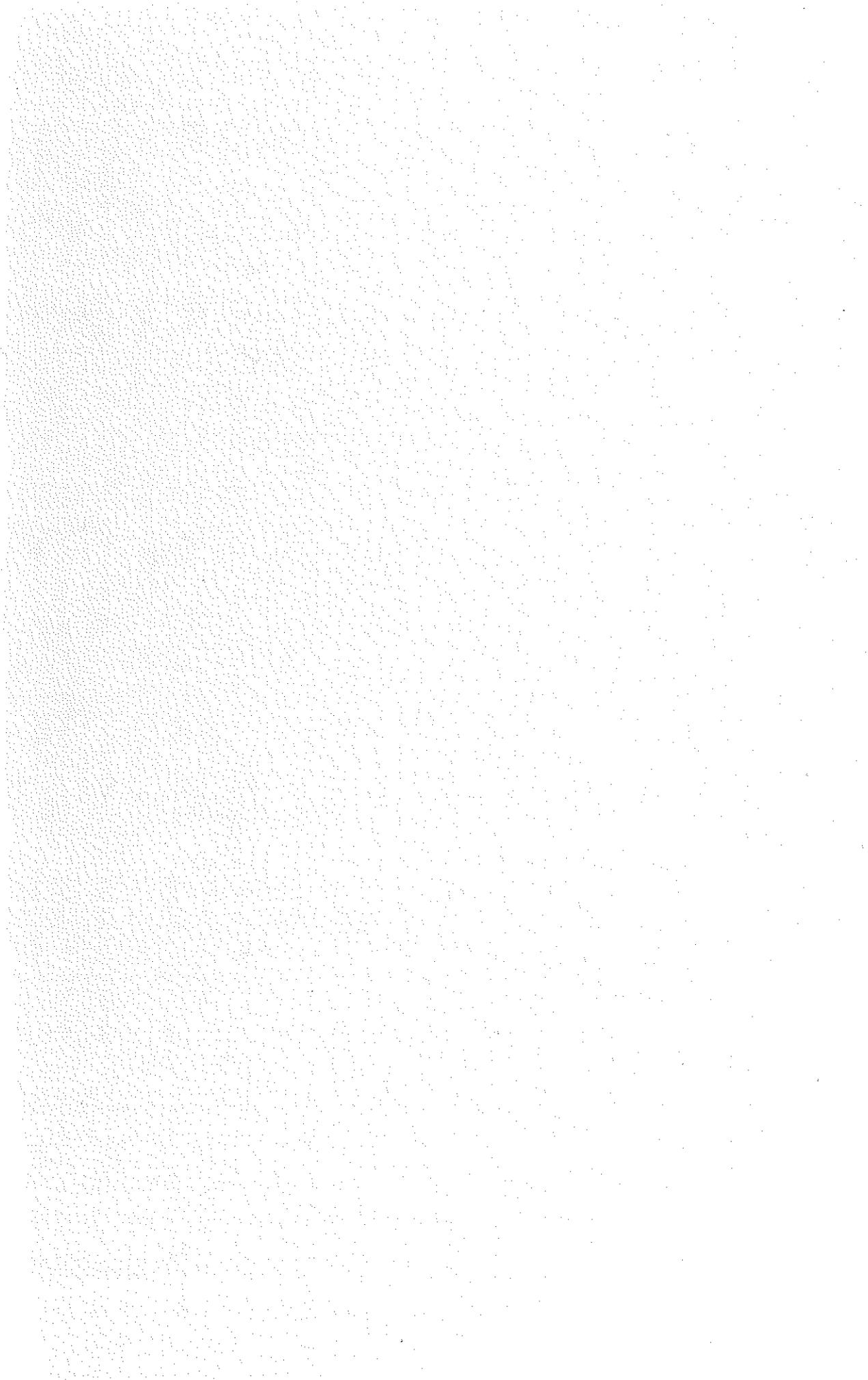
Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

Commissioner Johnston added for clarification that the TAN will not be used to float the operational budget, but strictly for a specific land purchase.

COUNTY ATTORNEY

ADJOURN

The Chairman asked if there was any further business. Hearing none, Vice Chair/Commissioner Hubbard made the motion to adjourn at 6:34 p.m.; Commissioner Bosch seconded and the motion received unanimous approval.



CHEROKEE TRIBUNE

521 East Main Street · Canton, Georgia 30114

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA – County of Cherokee
Before me, the undersigned; a Notary Public,
this day personally came **Otis Brumby III**,
who, being duly sworn, according to law, says
that he is the **General Manager** of *Times
Journal, Inc.*, publishers of the *Cherokee
Tribune*, official newspaper published in said
county and State, and that the publication, of
which the annexed is a true copy, was
published in said paper on the 4th
day(s) of January 20 12, and
on the _____ day(s) of
_____ 20____, as provided
by law.



Subscribed and sworn to before me this

4th day of January, 20 12

Jolynne S. Goosman
Notary Public

My commission expires Sept. 15 20 14



PUBLIC NOTICE

The Cherokee County Proposed 2012 Annual Budget is available for review on the Cherokee County website at www.cherokee.ga.gov. A hard copy of the budget is also available for review at the County Clerk's Office from 8 am to 5 pm, Monday-Friday, 1130 Bluffs Parkway, Canton. A Public Hearing will be held on Tuesday, January 17, 2012 at 6:00 pm in Cherokee Hall, 1130 Bluffs Parkway, Canton, 30114, at which time the public may comment on the budget.



Planning & Land Use

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

FROM: Vicki Taylor Lee, Zoning Administrator

DATE: January 9, 2012

SUBJECT: Summary of Zoning Cases

At the January 3, 2012 meeting the Planning Commission reviewed the following items:

Zoning Cases:

CASE NUMBER	: 12-01-001
APPLICANT	: James H. Brock
ZONING CHANGE	: R-80 to AG
LOCATION	: East Cherokee Drive
MAP & PARCEL NUMBER	: 15N22, Parcel 065
ACRES	: 7.25
PROPOSED DEVELOPMENT	: Family Farm
COMMISSION DISTRICT	: 2
FUTURE DEVELOPMENT MAP	: Suburban Living
PLANNING COMMISSION RECOMMENDATION	: Denial
CASE NUMBER	: 12-01-002
APPLICANT	: Ahmad Ghadamyari
ZONING CHANGE	: LI to GC
LOCATION	: Highway 92 & Industrial Drive
MAP & PARCEL NUMBER	: 15N06E, Parcels 252, 253
ACRES	: 1.32
PROPOSED DEVELOPMENT	: Assisted Living Facility/ Personal Care Home
COMMISSION DISTRICT	: 4
FUTURE DEVELOPMENT MAP	: Work Place Center
PLANNING COMMISSION RECOMMENDATION	: Approval

RESOLUTION (ID # 1829)

Resolution Requesting Assistance with the Widening of Ridgewalk Parkway

CITY OF WOODSTOCK
STATE OF GEORGIA

WHEREAS, the City of Woodstock contributed \$3.8 million dollars for the purchase of right-of-way for the construction of the new Rope Mill Interchange in March 2010 to help expedite the Georgia Department of Transportation's (GDOT) construction of the new interchange on I-575; and

WHEREAS, GDOT awarded a bid for the construction of the interchange to C.W. Mathews Contracting Co., Inc. to construct the new interchange with the project beginning construction in February 2011 and estimated to be complete in October 2012; and

WHEREAS, Ridgewalk Parkway will need to be improved and widened to accommodate the additional traffic from the newly constructed interchange and future development; and

WHEREAS, the City of Woodstock and Cherokee County had committed SPLOST funds for the permitting and design of the future Arnold Mill Bypass which now has an uncertain future due to recent decisions by the United States Army Corps of Engineers; and

WHEREAS, the estimated cost of widening Ridgewalk Parkway is \$2.7 Million with the City and private developers having committed \$2 Million of the cost; and

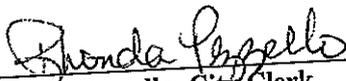
WHEREAS, the Ridgewalk Parkway will serve both City and County residents on a daily basis;

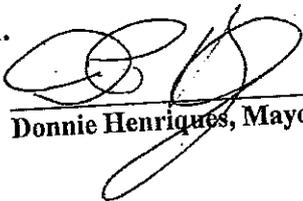
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Woodstock, Georgia that the City of Woodstock requests the assistance of Cherokee County in the amount of \$700,000 for the widening of Ridgewalk Parkway and consents to the money being charged to the Arnold Mill Bypass account previously agreed upon; and

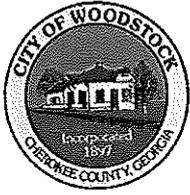
BE IT FURTHER RESOLVED that the Mayor of the City of Woodstock is hereby authorized to execute an inter-governmental agreement with Cherokee County for the widening of Ridgewalk Parkway, subject to the review and approval of the City Attorney.

RESOLVED, this 22nd day of December, 2011.

Attest:


Rhonda Pezzello, City Clerk


Donnie Henriques, Mayor



EXPERIENCE WOODSTOCK
HER HERITAGE, HER VISION

Special Called Meeting of the Mayor and Council
City of Woodstock, GA
The Chambers at City Center - 8534 Main Street
770 592-6000 (Main) 770 592-6002 (City Clerk) 770 926-1375 (Fax)
<http://www.woodstockga.gov> Woodstock Cares Hotline: 678 388-5577

~ MINUTES ~

Thursday, December, 22, 2011

**Special Called Meeting of the Mayor and Council
7:00 PM**

ITEM 1. MEETING CALLED TO ORDER

7:00 PM Meeting called to order on December 22, 2011 at The Chambers at City Center, 8534 Main Street, Woodstock, GA.

Attendee Name	Title	Status	Arrived
Donnie Henriques	Mayor	Present	
Randy Brewer	Council Member - Ward 1	Present	
Chris Casdia	Council Member - Ward 2	Present	
Bob Mueller	Council Member - Ward 3	Present	
Tracy Collins	Council Member - Ward 4	Present	
Bud Leonard	Council Member - Ward 5	Absent	
Tessa Basford	Council Member - Ward 6	Present	
Jeff Moon	City Manager	Present	
Rhonda Pezzello	City Clerk	Present	
Jim Moore	IT Director	Present	
Billy Peppers	Economic Development Director	Present	

ITEM 2. NEW BUSINESS

1. Resolution Requesting Assistance with the Widening of Ridgewalk Parkway

COMMENTS - Current Meeting:

The City Manager, Billy Peppers and Council Member Casdia made a presentation to the Cherokee County Board of Commissioners regarding the proposed transportation enhancements to Woodstock Parkway and Ridgewalk Parkway and our request for assistance in the amount of \$700,000 to go towards these improvements. They suggested to the Board of Commissioners that these funds could be taken from the earmarked funds for the Arnold Mill Bypass, since we can't do anything with this project until the Corp of Engineer's issues are resolved. The City Manager read the resolution into the record. The resolution reads as follows:

WHEREAS the City of Woodstock contributed \$3.8 million dollars for the purchase of right-of-way for the construction of the new Rope Mill Interchange in March 2010 to help expedite the Georgia Department of Transportation's (GDOT) construction of the new interchange on I-575; and

WHEREAS, GDOT awarded a bid for the construction of the interchange to C.W. Mathews Contracting Co., Inc. to construct the new interchange with the project beginning construction in February 2011 and estimated to be complete in October 2012; and

WHEREAS, Ridgewalk Parkway will need to be improved and widened to accommodate the additional traffic from the newly constructed interchange and future development; and

WHEREAS, the City of Woodstock and Cherokee County had committed SPLOST funds for the permitting and design of the future Arnold Mill Bypass which now has an uncertain future due to recent decisions by the United States Army Corps of Engineers; and

WHEREAS, the estimated cost of widening Ridgewalk Parkway is \$2.7 Million with the City and private developers having committed \$2 Million of the cost; and

WHEREAS, the Ridgewalk Parkway will serve both City and County residents on a daily basis;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Woodstock, Georgia that the City of Woodstock requests the assistance of Cherokee County in the amount of \$700,000 for the widening of Ridgewalk Parkway and consents to the money being charged to the Arnold Mill Bypass account previously agreed upon; and

BE IT FURTHER RESOLVED that the Mayor of the City of Woodstock is hereby authorized to execute an inter-governmental agreement with Cherokee County for the widening of Ridgewalk Parkway, subject to the review and approval of the City Attorney.

Motion to approve this resolution and to authorize the Mayor to sign an Intergovernmental Agreement with Cherokee County once it has been reviewed and approved by the City Attorney - Brewer/Mueller. All in favor. Motion carried 5-0.

RESULT:	APPROVE [UNANIMOUS]
MOVER:	Randy Brewer, Council Member - Ward 1
SECONDER:	Bob Mueller, Council Member - Ward 3
AYES:	Brewer, Casdia, Mueller, Collins, Leonard

ITEM 3. MAYOR AND COUNCIL COMMENTS

ITEM 4. CITY MANAGER AND STAFF'S COMMENTS

ITEM 5. FINAL ADJOURNMENT

Motion to adjourn at 7:11 pm by Brewer/Mueller. All in favor. Motion carried 5-0.

COMMISSION POST 1

HARRY B. JOHNSTON

Acceptance of Harmony Oaks Trail (approx 0.2 mile) as-is for county maintenance, subject to receipt of ROW deeds and \$20,000 from First Cherokee State Bank toward the cost of maintenance that will be needed after most homes on the street are completed.

Cherokee County, Georgia Agenda Request

Agenda No.

1.1

SUBJECT: Contract Amendment with
State of Georgia Department of Human Services
For CATS Demand Response Service

MEETING DATE: January 17, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of contract amendment between the Cherokee County and the Georgia Department of Human Services for increase in funding to the CATS demand response service.

FACTS AND ISSUES:

The 2012 Georgia Department of Human Services (DHS) 5310 annual contract funding is being increased by \$39,427.41 and covers local match of \$3,529.41 by CDTC Title III funding. This covers an anticipated increase in available funds to Cherokee County from DHS to address actual anticipated trips for current client population for the elderly and disabled. DHS funds supplement GDOT 5311 funds for transit. The annual DHS contract for 2012 is \$209,736.00.

BUDGET:

Budgeted Amount:	\$ 0.00	Account Name:
Amount Spent to Date:	\$ 0.00	Account #:
Amount Encumbered:	\$ 0.00	
Amount Requested:	\$ 0.00	
Remaining Budget	\$ 0.00	

ADMINISTRATIVE RECOMMENDATION:

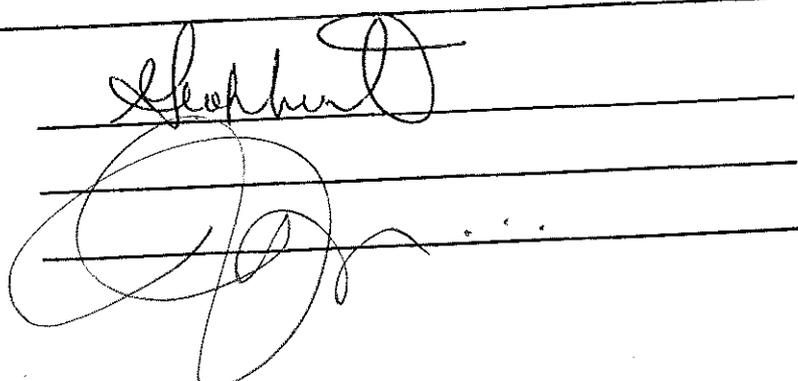
Approval of contract amendment between the Cherokee County and the Georgia Department of Human Services for increase in funding to the CATS demand response service.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____





Clyde L. Reese III, Esq. Commissioner

Georgia Department of Human Services - Office of Facilities and Support Services
Transportation Services Section - 450 Riverside Parkway, Suite 110 - P.O. Box 1973 - Rome, GA 30162-1973
Phone: (706) 802-5389 Fax: (706) 802-5392
Region One & 3B

November 9, 2011

Jerry Cooper, County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

Dear Mr. Cooper

It's hard to believe we are almost half way through the fiscal year. I wanted to bring you up-to-date on the Amendments for the first window of FY2012. We have several changes that will take place to the Cherokee-BOC contract.

The first is an increase in TANF funds to address the increased trip requests in Cherokee for this client population. Cherokee County BOC will receive an additional \$10K in funding to offset the projected deficit.

The second amendment is an additional \$20K in Title III funding to support the senior trips in Cherokee County. This new funding does require a match of \$ 3,529.41 which I will prepare the in-kind certification for. The match I will be using to meet this requirement is in-kind repairs and maintenance that is received by Cherokee Day Training Center for the upkeep of the agency vehicles. Steve Haggard's staff input the in-kind repairs into the state VITAL database and I can easily capture that match by printing out the entries directly from that internet based fleet management system. To further explain, the state requires that repair, fuel and maintenance for state-titled vehicles be entered monthly into the VITAL system.

The third amendment is an increase in Vocational Rehabilitation funding of \$ 898.00 bringing total funding for that client population to \$ 1,999K.

I am attaching the amendment breakout of funds. Please feel free to call me if you have any questions or concerns.

Sincerely,

Michele Nystrom
Regional Coordinator

Enclosure

cc: ✓ Barbara Shearin, Administrator, Social Services - Cherokee County
Danita Crawford, Field Operations Coordinator, District One

Serving the Counties of:
Bartow, Catoosa, Chattooga, Cherokee, Cobb, Dade, Douglas, Fannin, Floyd, Gilmer, Gordon,
Haralson, Murray, Paulding, Pickens, Polk, Walker and Whitfield

DHS TB3 Coordinated Transportation System

FY12 Contract Amendment Request and Tracking Sheet - Sheet 1

Amendment #	Open	Close	Processing Status in Month/Office
Window #1	October 15, 2011	October 31, 2011	November 9, 2011
Window #2	January 15, 2012	January 31, 2012	February 3, 2012
Window #3	March 15, 2012	March 31, 2012	April 3, 2012

Example Key (Column 1, 2, 3 or 4 and enter code the last based on your role and status of amendment)

1 - Approved
2 - Pending
3 - Rejected
4 - Cancelled
5 - Withdrawn
6 - Rescinded
7 - Rejected
8 - Cancelled
9 - Withdrawn
10 - Rescinded

Amendment Window #	Order	Contractor	Contract Amendment #	Funds to Obligate or Disobligate	Fund Type (Name)	Order ID	Project	Pending Source	OPR Sub-Program	Reason for Amendment	Subject in #3	Days Extended in #3	Req #	Data Entered	Budget Check & Updated?	Date of Last Update to This Sheet	Initials
1	3A	Cherokee DOC		\$10,000.00	TRAF	42737345	42737345	10007	2010102	Stock (per 38 (line 1)) per 7441							
1	3B	Cherokee DOC		\$50,000.00	TRAF	42737402	42737402	10042	2010102	Stock (per 38 (line 1)) per 7441							
1	3C	Cherokee DOC		\$1,500.00	TRAF	42737403	42737403	44191	2010102	Request up to 60K, or less 20 January							
1	3D	Cherokee DOC		\$300.00	TRAF	42737404	42737404	37453	2010102	Request up to 60K, or less 20 January							
2	TR	Cherokee DOC		\$50,000.00	8510	42737407	42737407	41224	2010102	Request up to 60K, or less 20 January							
Total																	
504,527.43																	

STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT AMENDMENT

The Department of Human Services contract identified below is amended as indicated within this contract amendment. The effective date of this amendment is December 15, 2011. All other provisions of the contract remain unchanged.

DEPARTMENTAL ADMINISTRATIVE INFORMATION:

DHS CONTRACT #42700-362-000008722

Amendment # 1

Fiscal Summary (Net \$ effect of this change):

X Expense; _____ Revenue

Total Obligation: \$39,427.41

Total De-obligation: \$ _____

Federal: \$35,898.00

State: \$ _____

Match: \$ 3,529.41

	Equip. Inventory Locator #
<u>93.667</u>	CFDA #
<u>93.558</u>	CFDA #
<u>20.513</u>	CFDA #
<u>93.044</u>	CFDA #
<u>84.126</u>	CFDA #

SECTION I:

PARA #101 CONTRACT BETWEEN:

(101) 4/14/97

This contract is made and entered into by and between the Department of Human Services, through its Office of Facilities and Support Services, (responsibilities and obligations pursuant to this contract will be performed by the Department's division/office identified above and by the sub-unit and individuals identified in Paragraph #103 of this contract), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 49-2-1 and as otherwise identified in Section II of this contract (if applicable), and hereinafter referred to as the DEPARTMENT;

AND

CHEROKEE COUNTY BOARD OF COMMISSIONERS
1130 Bluffs Parkway
Canton, Georgia 30114-5632

legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the CONTRACTOR.

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A. Section 48-7-38.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

DHS Contract Paragraph #301, Section III

As Roads

(301F) 3/27/97*

**SECTION III:
PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:**

The Department will pay the Contractor according to the Rate Schedule attached as Annex G after receipt of specified documentation and approval by the Department.

Total approved contract amount is \$206,636.00 comprised of federal, state, and local funds as indicated below:

- a. Social Services Block Grant (SSBG) funds from Division of Aging Services are \$0.00 which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- b. Social Services Block Grant (SSBG) funds from Division of Aging Services which do not require a local match to be provided by the Contractor are \$0.00. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- c. Title III fund of the Older Americans Act from Division of Aging Services are \$0.00 which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00.
- d. State funds available from Division of Aging Services are \$0.00. Payments for services against these funds shall not exceed \$0.00.
- e. Multiple fund sources available for services not specifically designated for Division of Aging Services' clients are \$206,636.00. Payments for services against these funds shall not exceed \$206,636.00.

Total fund sources available for trips for all clients, including senior citizens, are \$206,636.00 (state and federal). Total payments for services against these funds shall not be exceeded.

Is Amended to Read

(301F) 3/27/97*

**SECTION III:
PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:**

The Department will pay the Contractor according to the Rate Schedule attached as Annex G after receipt of specified documentation and approval by the Department.

Total approved contract amount is \$246,083.41 comprised of federal, state, and local funds as indicated below:

- a. Social Services Block Grant (SSBG) funds from Division of Aging Services are \$0.00 which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- b. Social Services Block Grant (SSBG) funds from Division of Aging Services which do not require a local match to be provided by the Contractor are \$0.00. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- c. Title III fund of the Older Americans Act from Division of Aging Services are \$23,529.41 which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$20,000.00.
- d. State funds available from Division of Aging Services are \$0.00. Payments for services against these funds shall not exceed \$0.00.
- e. Multiple fund sources available for services not specifically designated for Division of Aging Services' clients are \$222,534.00. Payments for services against these funds shall not exceed \$222,534.00.

Total fund sources available for trips for all clients, including senior citizens, are \$242,534.00 (state and federal). Total payments for services against these funds shall not be exceeded.

DHS Contract Paragraph #303, Section III is amended by ADDING the below listed paragraph:

(302A) 2/23/06*

PARA #303 USE OF CERTIFIED COST/IN-KIND MATCH:

- A. The contractor agrees to furnish certified cost/cash contribution or in-kind match of \$0.00 for SSBG and \$3,529.41 for Title III. A certified cost report, DHS Form #5216 attached as Annex J, along with any subcontractor Form 5215 must be submitted with each invoice for payment for transporting SSBG and Title III eligible clients. Total local match is \$3,529.41. The certified cost/expenditures or in-kind match values will be expended/recorded by the Contractor monthly at a rate not less than 12% (SSBG) and 10% (Title III) of the total request for payment for trips provided. Verifiable accounting records which adequately identify certified cost/CPE to this specific contract/federal program must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate federal cost principles as indicated in paragraph #301 of this contract.
- B. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):

Deduction Alternative
 Cost Sharing or Matching Alternative
 Additional Cost Alternative
 No Fee or Program Income

DHS Contract Paragraph #501, Section V

As Reads

(501) 05/12/04

SECTION V:

PARA #501 CONTRACT ANNEX INCLUSION:

This contract includes annexes as listed below, which are hereto attached:

Annex A	Debarment Certification
Annex B	5310 Grant Application Package and Technical Proposal
Annex C	DHS Coordinated Transportation Map
Annex D	Invoice (Check Request)
Annex E	Cost and Budget Report (Sample of Transit System Cost/Budget Report)
Annex F	Rate Schedule
Annex G	HIPAA Business Associate Agreement
Annex H	Notice Concerning Critical Incident Reporting

Is Amended to Read

(501) 05/12/04

SECTION V:

PARA #501 CONTRACT ANNEX INCLUSION:

This contract includes annexes as listed below, which are hereto attached:

Annex A	Debarment Certification
Annex B	5310 Grant Application Package and Technical Proposal
Annex C	DHS Coordinated Transportation Map
Annex D	Invoice (Check Request)
Annex E	Cost and Budget Report (Sample of Transit System Cost/Budget Report)
Annex F	Rate Schedule
Annex G	HIPAA Business Associate Agreement
Annex H	Notice Concerning Critical Incident Reporting
Annex I	Report of Certified or In-Kind Cost

DHS Contract is amended TO ADD Annex I and by reference the Annex is made a part of this contract.

SIGNATURES TO CONTRACT AMENDMENT #1 BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

CHEROKEE COUNTY BOARD OF COMMISSIONERS

CONTRACTS WITH NON-CORPORATIONS OR NON-COUNTIES

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

CONTRACTOR EXECUTION:

Signature

Date signed by Contractor

Cherokee County Board of Commissioners

Typed name of Contractor

*Typed name of individual signing

Title of individual signing

DEPARTMENTAL EXECUTION:

Department of Human Services

Clyde L. Reese, III, Esq.
Commissioner

Date signed by the Department

Division/Office Director

James T. Bricker, Director
Office of Facilities and Support Services

Date signed by the Department

*Written authority may be required as an attachment which proves that the signer has the authority to sign for the Contractor.

Georgia Department of Human Services
REPORT OF CERTIFIED OR IN-KIND COST

SECTION I COMPLETED BY CONTRACTOR

for the period

20__ to 20__

FROM: _____
Name of Contractor

THROUGH: _____
Program Officer, DHS

TO: Accounting Services, DHS

Certified Cost In-Kind Cost

Title of Program: _____

DHS Contract #: _____ Identification #: _____ Control #: _____

Name and Address of Provider of Certified or In-Kind Cost:

Cost:
A. Personnel (attach continuation, if needed)

NAME	TITLE	SALARY	FRINGE BENEFITS	%TIME	APPLICABLE AMOUNT
------	-------	--------	-----------------	-------	-------------------

Sub-Total.....

B. Other Cost (attach continuation, if needed)

Sub-Total.....

Grand Total.....

I, the undersigned, hereby certify that the above certified or in-kind match cost have been provided/received in compliance with the requirements and Conditions of the applicable federal program. I further certify that my office has available a set of accounting records relative to these certified cost that specifically identifies each specific detailed transaction directly to this federal program and that these records are available for DHS for federal auditors review.

_____ (signed): _____
Date Title

SECTION II TO BE COMPLETED BY PROGRAM STAFF, DHS

Organization _____ Project _____ Date _____
Code: _____ Code: _____

Fund Source: _____ (signed): _____
Title

Cherokee County, Georgia Agenda Request

Agenda No.
2.1

SUBJECT: CATS Bus System
RouteMatch Mobile Data Project

MEETING DATE: January 17, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of proposal from RouteMatch for implementation of an Auto Vehicle Location and Mobile Data tablet management system for the CATS bus system in the amount of \$47,214.00.

FACTS AND ISSUES:

The proposal is a modular extension to the RouteMatch software system currently under contract with the Georgia Department of Transportation. This proposal contains all associated implementation services to set up, configure, and test the mobile data solution, including a one-year service contract.

Mobile Data Communications and in-vehicle mobile devices provide the foundation for real-time, on-board trip and vehicle data collection. Drivers can download driver manifests to a mobile data computer and collect all required data for each passenger in real-time including odometer readings, pickup and drop off times, no show, late cancellations, fare information, and other related trip data. This solution provides the foundation for a paperless transportation organization and gives your dispatch center real time data for improved decision making and on-the-fly schedule modifications. Dispatcher and drivers also easily communicate free-form and pre-canned messages to and from the vehicle and the dispatch center. This solution also incorporates a Global Positioning Systems (GPS) system that allows dispatchers to easily view the location of each vehicle in real-time.

The goal of this system is to increase the efficiency of the existing CATS scheduled response and demand response service and ultimately reach more customers with the same number of vehicles and drivers.

BUDGET:

Budgeted Amount:	\$ 49,350.00	Account Name: Small Equipment
Amount Spent to Date:	\$ 0.00	Account #: 531600
Amount Encumbered:	\$ 0.00	
Amount Requested:	\$ 47,214.00	
Remaining Budget	\$ 2,136.00	

ADMINISTRATIVE RECOMMENDATION:

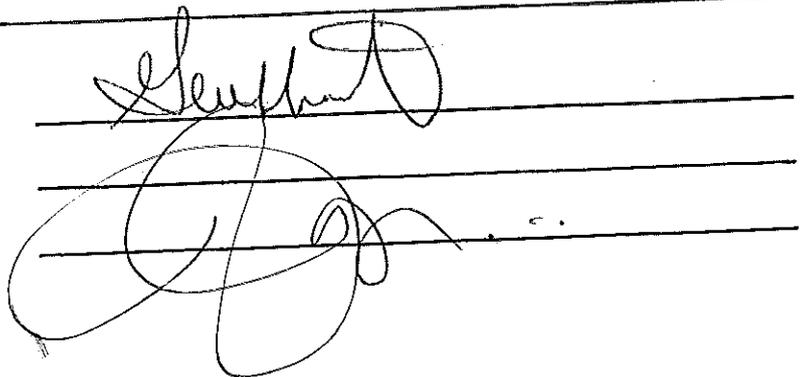
Approval of proposal from RouteMatch for implementation of an Auto Vehicle Location and Mobile Data tablet management system for the CATS bus system in the amount of \$47,214.00.

REVIEWED BY:

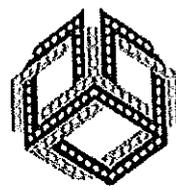
DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



Proposal



RouteMatch
Software™

1180 West Peachtree
Suite 1130
Atlanta, GA 30309
Atlanta Office 404.876.5160

Proposal Response To

Cherokee Area Transportation System (CATS) - Mobile Data Project

Submitted By

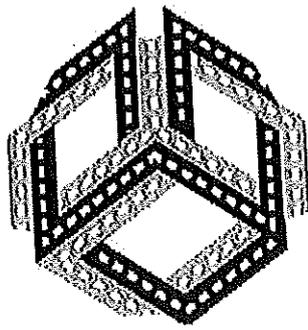
Chris Campbell
RouteMatch Software
1180 W. Peachtree St, Suite 1130
Atlanta, GA 30306
404-253-7885
chris.campbell@routematch.com
www.routematch.com

Submitted On

November 16, 2011

ROUTEMATCH SOFTWARE CARES ABOUT THE ENVIRONMENT. ALL OF ROUTEMATCH SOFTWARE'S CODE IS DEVELOPED IN THE UNITED STATES.

routematch.com



RouteMatch Software™

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Confidentiality Notice

The information contained in this proposal is intended only for evaluation by Cherokee Area Transportation System (CATS), or its agents for the purpose of consideration of a contract with RouteMatch Software, Inc. for software and services as described in the Request for Proposals for Transit Scheduling and Routing Software System. RouteMatch Software considers all information contained herewith to represent trade secrets and confidential business information. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying and recording, or by any information or retrieval system, except as expressly permitted in writing by RouteMatch Software. All requests should be sent to Attention: Contracts Manager, RouteMatch Software, Inc., 1180 West Peachtree, Suite 1130

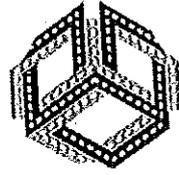
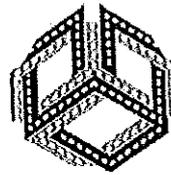


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1.0 GDOT CONTRACT ADD ON

RouteMatch is pleased to provide the following cost proposal for the implementation of an Auto Vehicle Location and Mobile Data tablet management system for Cherokee Area Transportation System (CATS). Wireless integration, including all requested components and related implementation, training and support services are included within this proposal. The proposed solution is a modular extension to the RouteMatch TST™ software system currently under contract with the Georgia Department of Transportation. Further, this proposal contains all associated implementation services to set up, configure, and test the mobile data solution. The scope is further defined below.

1.1 SCOPE OF SERVICES

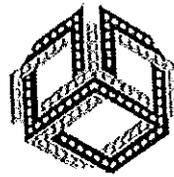
The scope of services for this engagement consists of the following components

1. RouteMatch MDC/AVL Module
2. RouteMatch Mobile Application
3. Professional Services
4. Ongoing customer support and technology maintenance

These components are further itemized below.

RouteMatch Mobile Data Communication / Automated Vehicle Location Module

Mobile Data Communications and in-vehicle mobile devices provides the foundation for real-time, on-board trip and vehicle data collection. Drivers can download driver manifests to a mobile data computer and collect all required data for each passenger in real-time including odometer readings, pickup and drop off times, no show, late cancellations, fare information, and other related trip data. This solution provides the foundation for a paperless transportation organization and gives your dispatch center real time data for improved decision making and on-the-fly schedule modifications. Dispatchers and drivers and also easily communicate free-form and pre-canned messages to and from the vehicle and the dispatch center. Based on the third-party mobile data computer vendor, this solution can support in-vehicle mapping and navigation with voice announced turn by turn driving directions. Further, this solution also incorporates a Global Positioning Systems (GPS) system that allows dispatchers to easily view the location of each vehicle in real-time. The AVL component integrates actual vehicle location information from the mobile data device and displays the information within the RouteMatch Software. Users can view planned routes versus actual routes, vehicle speed, vehicle direction, and current location of the vehicle. This easily allows your dispatchers to know exactly where the vehicles are and where they should be as compared to the RouteMatch Schedule. Tools for estimated time of arrival (ETA) can also be used to determine late trips and poor performance.



RouteMatch Mobile Application RMMobile

RouteMatch will provide its driver mobility application RMMobile. Built on the Android OS, the RouteMatch Mobility Application provides the drivers interface for electronically completing trips, messaging, and navigation aid including turn-by-turn voice annunciated driver directions.

RMGate Middleware

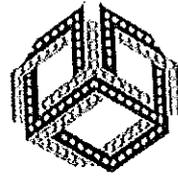
RouteMatch will supply RMGate, which is a middleware application that resides on the server and facilitates the integration of mobile data from mobile data device on the vehicle. RMGate translates data from multiple data formats into a format readable by RouteMatch. RMGate checks the validity of inbound and outbound messages as well as provides data quality checks and quality control of data being received and/or sent to various devices. RMGate is also used by administrators to troubleshoot and/or monitor the communication between the vehicle and dispatch.

1.2 COST PROPOSAL

RouteMatch Software, Inc. has offered to present this cost proposal based on the following scenario.

- Twelve (12) MDC/AVL Licenses
- Twelve (12) Mobile Application License
- Required Implementation and Training Services
- Annual Customer Support and Software Maintenance

RouteMatch Software Mobile Data System		\$18,000
RouteMatch AVL/MDC Software License		\$3,588
RouteMatch RMMobile Application License		\$21,588
Sub-Total		
Professional Services		\$2,640
Project Management		\$8,800
Wireless Configuration, System Implementation, and Training		\$3,600
In-Vehicle Installation - (12 Vehicles)		\$2,280
Travel Estimate		\$17,320
Sub-Total		
Hardware (Samsung Galaxy/Vehicle Tablet Mounting Hardware)		\$4,236
Samsung Galaxy Tablet (To be provided by CATS)		\$3,000
In-Vehicle Mounting Hardware- QTY 12 (Cradles/ Mounts, Casing)		\$1,070
Shipping - (12 Mounts, 12 Samsung Galaxy tablets) - Estimated		\$8,306
Sub-Total		\$47,214
TOTAL		
Annual Maintenance and Support		Included
One Year Days RouteMatch Premium (24x7) Maintenance and Technical Support		



On-going Premium Annual (24x7) Maintenance and Technical Support	\$4,317
--	---------

Note: The Galaxy devices and related data plans will be purchased by CATS. RouteMatch has provided an estimate for budget review purposes.

1.3 PROPOSED PAYMENT TERMS

To offset RouteMatch project costs as they occur, the following milestone payments, based on a percentage of all license fees and professional service fees, will be required:

- 100% - As Delivered

1.4 ACCEPTANCE

This proposal serves as an agreement between Cherokee Area Transportation System (CATS) and RouteMatch to provide the aforementioned licenses and services. This agreement is contingent upon successful bench testing of RouteMatch and the Utility Rocket being used as a WIFI hotspot. If accepted, please have an authorized official to sign and return. Upon receipt of the accepted proposal, RouteMatch will authorize the above describe product and/or services to be delivered and/or implemented to Cherokee Area Transportation System (CATS).

Authorized Signature

Date

Printed Name

Please return immediately to the following contact:
RouteMatch Software
Attn: Director of Contracts
1180 West Peachtree St., Suite 1130
Atlanta, GA 30309
FAX (404) 898-1145

STATE OF GEORGIA
COUNTY OF CHEROKEE

RESOLUTION NO. 2012 - R - 001

WHEREAS, the Board of Elections and Registration of Cherokee County has requested that the Cherokee County Board of Commissioners set qualifying fees for various County offices within Cherokee County for the 2012 General Election pursuant to O.C.G.A. § 21-2-131(a); and

WHEREAS, the Board of Commissioners desires to comply with said request from the Board of Elections and Registration.

NOW, THEREFORE, BE IT RESOLVED by the Cherokee County Board of Commissioners and it is hereby enacted pursuant to the authority of the same that the following qualifying fees for the General Election to be held on Tuesday, November 6, 2012 are hereby set, and shall be published prior to February 1, 2012 as required by law, as follows:

1. Board of Commissioners Member Post 2	\$900.00
2. Board of Commissioners Member Post 3	\$900.00
3. School Board Members	\$216.00
4. Clerk of the Superior Court	\$2,533.76
5. Judge of the Probate Court	\$2,533.76
6. Cherokee County Sheriff	\$2,597.16
7. Cherokee County Tax Commissioner	\$2,533.76
8. Judge of the State Court	\$3,921.81
9. Chief Judge of the Magistrate Court	\$2,533.76
10. Chief Judge of the State Court	\$3,921.81
11. Cherokee County Coroner	\$35.00
12. Cherokee County Surveyor	\$35.00

ADOPTED this 17th day of January, 2012.

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

Attest:

Christy Black, County Clerk

Cherokee County, Georgia
Agenda Request

2.2

SUBJECT: Parks Bond Issuance \$11.41 Million

MEETING DATE: 1/17/2012

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Consideration and approval of the issuance of \$11.41 Million General Obligation Park & Greenspace Bonds to the most competitive bidder.

FACTS AND ISSUES:

- The Parks, Recreation and Green Space Bond was successfully created by the citizens of Cherokee County Georgia on the November 4th, 2008 election ballot. Voters approved \$90 million to purchase land for parks and greenspace, to improve existing parks and develop brand new parks for active recreation and passive enjoyment.
- Of the \$90,000,000 approved, this \$11,410,000 issuance will bring our total borrowing to \$67,177,000.

BUDGET: N/A

ADMINISTRATIVE RECOMMENDATION:

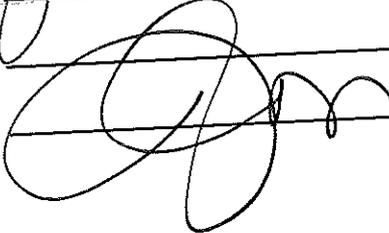
Approval

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

Janelle Funk 1.9.12


Janelle M. Funk

From: Holcomb Jr, Bryce W [bryce.w.holcomb.jr@citi.com]
Sent: Tuesday, January 03, 2012 5:28 PM
Cc: Jerry Cooper; Janelle M. Funk; Senne, Brian
Subject: Private Placement of \$11,410,000 of Cherokee County (GA) General Obligation Park and Green Space Bond, Series 2012
Attachments: Bid Letter for 2012 Cherokee County.pdf; Draft of Bond Resolution for 2012 GO Bonds.pdf; Investment Letter for Cherokee County.pdf; Bond Counsel Opinion Cherokee County GO 2012.pdf

Cherokee County (the "County") plans to privately place an \$11.41 million General Obligation Park and Green Space Bond (the "Bond"). The Bond was approved through voter referendum in November 2008 as a part of a \$90 million General Obligation Bond authorization for parks, recreational facilities and green space. This Bond issue will be the third series of bonds issued under the \$90 million authorization. On behalf of the County, Citigroup will be serving as the placement agent for the private placement of the Bond issue. The Bid Letter for the proposed Bond issue is attached your review. For your due diligence, I have also attached the following Bond documents:

1. Draft of Bond Resolution
2. Draft of Investment Letter
3. Draft of Bond Counsel's Tax-Exempt Legal Opinion

Citigroup will be accepting bids for the Bond through Tuesday, January 17, 2012 at 10:00 am. To submit a bid, please use the last page of Bid Letter titled "Indication of Interest for Cherokee County (GA) General Obligation Park and Green Space Bond, Series 2012." Closing for the Bond is anticipated on Thursday, January 26, 2012.

Please call or e-mail me with any questions. Thanks in advance for your interest in Cherokee County and this proposed Bond issue.

Thanks,
Bryce

Bryce W. Holcomb, Jr.
Director
Citi
Pinnacle Building
3455 Peachtree Road
Suite 620
Atlanta, GA 30326
(404) 842-2435 (Office)
(404) 353-7862 (Mobile)
bryce.w.holcomb.jr@citi.com

PLEASE NOTE NEW ADDRESS ABOVE

If you are not the intended recipient of this message, please promptly notify the sender of the transmission error, delete this message and do not disclose or make improper use of it. Electronic messages are not necessarily secure or error-free and can contain viruses, and the sender is not liable for any of these occurrences. Please go to https://icg.citi.com/icg/data/is_disclaimer.htm for additional information and other important disclosures.



TO: Potential Purchasers of Cherokee County (GA) Series 2012 Bonds
FROM: Bryce W. Holcomb, Jr.
RE: Private Placement of Cherokee County (GA) General Obligation Park and Green Space Bond, Series 2012
DATE: January 3, 2012

On behalf of Cherokee, Georgia (the "County"), I am soliciting indications of interest from banks to privately place the County's proposed Series 2012 General Obligation Park and Green Space Bond (the "Series 2012 Bond"). The Series 2012 Bond will be issued as part of the \$90 million of General Obligation Park and Green Space Bonds that Cherokee County voters approved via referendum on November 4, 2008. Under the \$90 million authorization, the County has previously issued \$45 million of Series 2009 General Obligation Park and Green Space Bonds (the Series 2009 Bonds) and a \$10.767 million of Series 2010 General Obligation Recovery Zone Economic Development Bond (the "Series 2010 Bond"). The County's full faith and credit is pledged for debt service payments for the outstanding Series 2009 and 2010 Bonds and the proposed Series 2012 Bond. The County's general obligation pledge is rated Aa1 by Moody's and AA+ (stable) by Standard & Poor's. The proposed Series 2012 Bond will NOT be rated.

The County plans to issue the Series 2012 Bond in the amount of \$11.41 million for the purpose of (i) purchasing, constructing and improving parks, recreational land, facilities and equipment, including green space and (ii) paying the costs of issuance of the Series 2012 Bond.

Interest on the Series 2012 Bond will be payable semi-annually commencing April 1, 2012 and will be computed on the basis of a 360-day year consisting of twelve 30-day months. The Series 2012 Bond will be structured as a single term bond due on April 1, 2026 with mandatory sinking fund redemptions as presented below. The redemption schedule and amounts below are subject to slight modification change based on the final rate on the Series 2012 Bond.

April 1, 2012	\$1,600,000	April 1, 2021	\$435,000
April 1, 2013	1,670,000	April 1, 2022	365,000
April 1, 2014	920,000	April 1, 2023	300,000
April 1, 2015	840,000	April 1, 2024	275,000
April 1, 2016	770,000	April 1, 2025	180,000
April 1, 2017	700,000	April 1, 2026	1,665,000
April 1, 2018	630,000		(final maturity)
April 1, 2019	565,000		
April 1, 2020	495,000		

Average Life of Series 2012 Bond: 5.79 years

The County will serve as the Paying Agent/Bond Registrar for the Series 2012 Bond.

The proposed Series 2012 Bond should not be purchased with the idea of reselling it to the public bond market. The winning bidder will be required to sign an accredited investor letter in the form included with this package. For your preliminary credit review, I have provided the following information:

- Link to the County's last 5 years of audited financial statements for fiscal years ended December 31, 2006 –December 31, 2010.
<http://www.cherokeega.com/departments/departments.cfm?displaySection=CAFR%20and%20Audit%20Information.txt&departmentid=34>
- Link to 5-Year History of County's Tax Digest
http://www.cherokeega.com/main_news_read.cfm?newsitem=finance652736201315.txt&departmentid=34
- Draft of Series 2012 Bond Resolution
- Form of Investment Letter and
- Form of Bond Counsel's tax-exempt legal opinion. The Series 2012 Bond will have a tax-exempt legal opinion from Murray Barnes Finister LLP, Atlanta, Georgia.

Please note that the information provided above is not intended to be all inclusive and provide all of the information that you may need for your due diligence and credit review. Each bidder and investor in the Series 2012 Bond is responsible for its own due diligence and research in purchasing the Series 2012 Bond.

The County will accept indications of interest for the proposed Series 2012 Bond until 10:00 a.m. on Tuesday, January 17, 2012. The County plans to award the Series 2012 Bond to a single purchaser offering the lowest interest rate, but reserves the right to negotiate with multiple purchasers. The County will notify you of the anticipated purchaser with whom the Series 2012 Bond will be placed, and at what rate, by 1:00 p.m. on Tuesday, January 17, 2012, but the official award will not be made until after adoption of the Bond Resolution by the County the night of Tuesday, January 17, 2012. **Please note that, given the Series 2012 Bond is a General Obligation bond, the County needs a fixed interest rate over the life of the issue. Therefore, "yield maintenance" language, determination of taxability language or other provisions that might result in an adjustment of interest rate on the Series 2012 Bond will not be acceptable terms of any bid.**

If possible, the County would like to have the option to redeem the Series 2012 Bond prior to maturity. Please submit your bank's indications of interest with and without an optional call by the County on the attached form assuming a par call in the earliest year your bank can offer. If your bank only wants to submit an indication of interest for a non-callable Series 2012 Bond, please note this on the attached form.

Any comments on the forms of the Bond Resolution or Investment Letter should be submitted by fax or email directly to Bond Counsel, Roger Murray of Murray Barnes Finister LLP (fax: 678.999.0357; email: rmurray@murraybarneslaw.com), by 10:00 am on January 17, 2012.

Please e-mail your indication of interest to bryce.w.holcomb.jr@citi.com using the attached form on or before Tuesday, January 17, 2012 no later than 10:00 a.m. Successful closing of the proposed Series 2012 Bond will be subject to the County's approval of the winning bidder the night of January 17th. The anticipated Closing date for the Series 2012 Bond is Thursday, January 26, 2012.

If you have any questions on this bid request, please do not hesitate to call me at (404) 842-2435. We appreciate your interest in the County, and look forward to receiving your bid.

INDICATION OF INTEREST FOR
CHEROKEE COUNTY (GA)
GENERAL OBLIGATION PARK AND GREEN SPACE BOND, SERIES 2012

NAME OF BANK: _____

NAME OF PERSON SUBMITTING BID: _____

INTEREST RATE ON NON-CALLABLE SERIES 2012 BOND: _____

INTEREST RATE ON CALLABLE SERIES 2012 BOND: _____

DESCRIBE TERMS OF CALL OPTION (IF OFFERED): _____

CONDITIONS (IF ANY) FOR YOUR BID:

By signing the bid form below, you acknowledge that your bank is an "accredited investor" within the meaning of Rule 501(a) promulgated under the Securities Act of 1933, as amended, and has completed its own due diligence and research in purchasing the Cherokee County (GA) General Obligation Park and Green Space Bond, Series 2012.

SIGNED: _____

DATED: _____

Please e-mail this bid form to Bryce Holcomb, Director of Citigroup, at bryce.w.holcomb.jr@citi.com no later than Tuesday, January 17, 2012 by 10:00 am.

\$11,410,000
Cherokee County (Georgia)
General Obligation Park and Green Space Bond, Series 2012

Summary of Bids

<u>Ranking of Bidders</u>	<u>Interest Rate</u>
1. Bank of America Public Capital Corp	1.90% - Callable at 101.5% on before 2/28/2019 and par thereafter. Legal Fees: \$7,000
2. Capital One Public Funding	2.55% - Non-Callable 2.59% - Callable at par on 2/1/2022 Legal Fees: \$0
3. JP Morgan Chase Bank	2.57% - Non-Callable 2.64% - Callable at par on 4/1/2022 2.74% - Callable at par on 4/1/2017 Legal Fees: \$8,000
4. SunTrust Bank	2.63% - Callable at par on 2/1/2019. Bid did include 2-way yield maintenance language Legal Fees: \$7,500
5. Regions Bank	3.27%- Callable at par on 1/1/2023 Legal Fees: \$0
6. Ameris Bank	No Bid
7. Bank of Canton	No Bid
8. Bank of North Georgia	No Bid
9. Branch Banking & Trust (BB&T)	No Bid
10. Cherokee Bank	No Bid
11. First Cherokee State Bank	No Bid
12. Renasant Bank	No Bid
13. United Community Bank	No Bid
14. Wells Fargo Bank	No Bid

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Cherokee County (GA)
General Obligation Park and Green Space Bonds, Series 2012
Final Numbers

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SOURCES AND USES OF FUNDS

Cherokee County (GA)
General Obligation Park and Green Space Bonds, Series 2012
Final Numbers

Dated Date 01/26/2012
Delivery Date 01/26/2012

Sources:

Bond Proceeds:	
Par Amount	11,410,000.00
	<hr/>
	11,410,000.00

Uses:

Project Fund Deposits:	
Project Fund	11,295,655.00
Delivery Date Expenses:	
Cost of Issuance	114,345.00
	<hr/>
	11,410,000.00

BOND SUMMARY STATISTICS

Cherokee County (GA)
 General Obligation Park and Green Space Bonds, Series 2012
 Final Numbers

Dated Date	01/26/2012
Delivery Date	01/26/2012
Last Maturity	04/01/2026
Arbitrage Yield	1.900196%
True Interest Cost (TIC)	1.900196%
Net Interest Cost (NIC)	1.900000%
All-In TIC	2.092094%
Average Coupon	1.900000%
Average Life (years)	5.800
Duration of Issue (years)	5.321
Par Amount	11,410,000.00
Bond Proceeds	11,410,000.00
Total Interest	1,257,422.64
Net Interest	1,257,422.64
Total Debt Service	12,667,422.64
Maximum Annual Debt Service	1,840,525.00
Average Annual Debt Service	893,295.23
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond Due 4/1/2026	11,410,000.00	100.000	1.900%	5.800	5,956.05
	11,410,000.00			5.800	5,956.05

	TIC	All-In TIC	Arbitrage Yield
Par Value	11,410,000.00	11,410,000.00	11,410,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-114,345.00	
- Other Amounts			
Target Value	11,410,000.00	11,295,655.00	11,410,000.00
Target Date	01/26/2012	01/26/2012	01/26/2012
Yield	1.900196%	2.092094%	1.900196%

BOND PRICING

Cherokee County (GA)
 General Obligation Park and Green Space Bonds, Series 2012
 Final Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond Due 4/1/2026:					
	04/01/2012	1,600,000	1.900%	1.900%	100.000
	04/01/2013	1,670,000	1.900%	1.900%	100.000
	04/01/2014	920,000	1.900%	1.900%	100.000
	04/01/2015	840,000	1.900%	1.900%	100.000
	04/01/2016	770,000	1.900%	1.900%	100.000
	04/01/2017	700,000	1.900%	1.900%	100.000
	04/01/2018	630,000	1.900%	1.900%	100.000
	04/01/2019	565,000	1.900%	1.900%	100.000
	04/01/2020	495,000	1.900%	1.900%	100.000
	04/01/2021	435,000	1.900%	1.900%	100.000
	04/01/2022	365,000	1.900%	1.900%	100.000
	04/01/2023	300,000	1.900%	1.900%	100.000
	04/01/2024	275,000	1.900%	1.900%	100.000
	04/01/2025	180,000	1.900%	1.900%	100.000
	04/01/2026	1,665,000	1.900%	1.900%	100.000
		11,410,000			

Dated Date	01/26/2012	
Delivery Date	01/26/2012	
First Coupon	04/01/2012	
Par Amount	11,410,000.00	
Original Issue Discount		
Production	11,410,000.00	100.000000%
Underwriter's Discount		
Purchase Price	11,410,000.00	100.000000%
Accrued Interest		
Net Proceeds	11,410,000.00	

BOND DEBT SERVICE

Cherokee County (GA)
 General Obligation Park and Green Space Bonds, Series 2012
 Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
12/31/2012	1,600,000	1.900%	132,337.64	1,732,337.64	9,810,000	9,810,000
12/31/2013	1,670,000	1.900%	170,525.00	1,840,525.00	8,140,000	8,140,000
12/31/2014	920,000	1.900%	145,920.00	1,065,920.00	7,220,000	7,220,000
12/31/2015	840,000	1.900%	129,200.00	969,200.00	6,380,000	6,380,000
12/31/2016	770,000	1.900%	113,905.00	883,905.00	5,610,000	5,610,000
12/31/2017	700,000	1.900%	99,940.00	799,940.00	4,910,000	4,910,000
12/31/2018	630,000	1.900%	87,305.00	717,305.00	4,280,000	4,280,000
12/31/2019	565,000	1.900%	75,952.50	640,952.50	3,715,000	3,715,000
12/31/2020	495,000	1.900%	65,882.50	560,882.50	3,220,000	3,220,000
12/31/2021	435,000	1.900%	57,047.50	492,047.50	2,785,000	2,785,000
12/31/2022	365,000	1.900%	49,447.50	414,447.50	2,420,000	2,420,000
12/31/2023	300,000	1.900%	43,130.00	343,130.00	2,120,000	2,120,000
12/31/2024	275,000	1.900%	37,667.50	312,667.50	1,845,000	1,845,000
12/31/2025	180,000	1.900%	33,345.00	213,345.00	1,665,000	1,665,000
12/31/2026	1,665,000	1.900%	15,817.50	1,680,817.50		
	11,410,000		1,257,422.64	12,667,422.64		

BOND DEBT SERVICE

Cherokee County (GA)
 General Obligation Park and Green Space Bonds, Series 2012
 Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
01/26/2012						11,410,000	11,410,000
04/01/2012	1,600,000	1.900%	39,142.64	1,639,142.64		9,810,000	9,810,000
10/01/2012			93,195.00	93,195.00		9,810,000	9,810,000
12/31/2012					1,732,337.64	9,810,000	9,810,000
04/01/2013	1,670,000	1.900%	93,195.00	1,763,195.00		8,140,000	8,140,000
10/01/2013			77,330.00	77,330.00		8,140,000	8,140,000
12/31/2013					1,840,525.00	8,140,000	8,140,000
04/01/2014	920,000	1.900%	77,330.00	997,330.00		7,220,000	7,220,000
10/01/2014			68,590.00	68,590.00		7,220,000	7,220,000
12/31/2014					1,065,920.00	7,220,000	7,220,000
04/01/2015	840,000	1.900%	68,590.00	908,590.00		6,380,000	6,380,000
10/01/2015			60,610.00	60,610.00		6,380,000	6,380,000
12/31/2015					969,200.00	6,380,000	6,380,000
04/01/2016	770,000	1.900%	60,610.00	830,610.00		5,610,000	5,610,000
10/01/2016			53,295.00	53,295.00		5,610,000	5,610,000
12/31/2016					883,905.00	5,610,000	5,610,000
04/01/2017	700,000	1.900%	53,295.00	753,295.00		4,910,000	4,910,000
10/01/2017			46,645.00	46,645.00		4,910,000	4,910,000
12/31/2017					799,940.00	4,910,000	4,910,000
04/01/2018	630,000	1.900%	46,645.00	676,645.00		4,280,000	4,280,000
10/01/2018			40,660.00	40,660.00		4,280,000	4,280,000
12/31/2018					717,305.00	4,280,000	4,280,000
04/01/2019	565,000	1.900%	40,660.00	605,660.00		3,715,000	3,715,000
10/01/2019			35,292.50	35,292.50		3,715,000	3,715,000
12/31/2019					640,952.50	3,715,000	3,715,000
04/01/2020	495,000	1.900%	35,292.50	530,292.50		3,220,000	3,220,000
10/01/2020			30,590.00	30,590.00		3,220,000	3,220,000
12/31/2020					560,882.50	3,220,000	3,220,000
04/01/2021	435,000	1.900%	30,590.00	465,590.00		2,785,000	2,785,000
10/01/2021			26,457.50	26,457.50		2,785,000	2,785,000
12/31/2021					492,047.50	2,785,000	2,785,000
04/01/2022	365,000	1.900%	26,457.50	391,457.50		2,420,000	2,420,000
10/01/2022			22,990.00	22,990.00		2,420,000	2,420,000
12/31/2022					414,447.50	2,420,000	2,420,000
04/01/2023	300,000	1.900%	22,990.00	322,990.00		2,120,000	2,120,000
10/01/2023			20,140.00	20,140.00		2,120,000	2,120,000
12/31/2023					343,130.00	2,120,000	2,120,000
04/01/2024	275,000	1.900%	20,140.00	295,140.00		1,845,000	1,845,000
10/01/2024			17,527.50	17,527.50		1,845,000	1,845,000
12/31/2024					312,667.50	1,845,000	1,845,000
04/01/2025	180,000	1.900%	17,527.50	197,527.50		1,665,000	1,665,000
10/01/2025			15,817.50	15,817.50		1,665,000	1,665,000
12/31/2025					213,345.00	1,665,000	1,665,000
04/01/2026	1,665,000	1.900%	15,817.50	1,680,817.50			
12/31/2026					1,680,817.50		
	11,410,000		1,257,422.64	12,667,422.64	12,667,422.64		

FORM 8038 STATISTICS

Cherokee County (GA)
 General Obligation Park and Green Space Bonds, Series 2012
 Final Numbers

Dated Date 01/26/2012
 Delivery Date 01/26/2012

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Bond Due 4/1/2026:						
	04/01/2012	1,600,000.00	1.900%	100.000	1,600,000.00	1,600,000.00
	04/01/2013	1,670,000.00	1.900%	100.000	1,670,000.00	1,670,000.00
	04/01/2014	920,000.00	1.900%	100.000	920,000.00	920,000.00
	04/01/2015	840,000.00	1.900%	100.000	840,000.00	840,000.00
	04/01/2016	770,000.00	1.900%	100.000	770,000.00	770,000.00
	04/01/2017	700,000.00	1.900%	100.000	700,000.00	700,000.00
	04/01/2018	630,000.00	1.900%	100.000	630,000.00	630,000.00
	04/01/2019	565,000.00	1.900%	100.000	565,000.00	565,000.00
	04/01/2020	495,000.00	1.900%	100.000	495,000.00	495,000.00
	04/01/2021	435,000.00	1.900%	100.000	435,000.00	435,000.00
	04/01/2022	365,000.00	1.900%	100.000	365,000.00	365,000.00
	04/01/2023	300,000.00	1.900%	100.000	300,000.00	300,000.00
	04/01/2024	275,000.00	1.900%	100.000	275,000.00	275,000.00
	04/01/2025	180,000.00	1.900%	100.000	180,000.00	180,000.00
	04/01/2026	1,665,000.00	1.900%	100.000	1,665,000.00	1,665,000.00
		11,410,000.00			11,410,000.00	11,410,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	04/01/2026	1.900%	1,665,000.00	1,665,000.00		
Entire Issue			11,410,000.00	11,410,000.00	5.8002	1.9002%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	114,345.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

PROOF OF ARBITRAGE YIELD

Cherokee County (GA)
General Obligation Park and Green Space Bonds, Series 2012
Final Numbers

Date	Debt Service	Present Value to 01/26/2012 @ 1.9001958%
04/01/2012	1,639,142.64	1,633,554.98
10/01/2012	93,195.00	92,003.19
04/01/2013	1,763,195.00	1,724,264.42
10/01/2013	77,330.00	74,910.86
04/01/2014	997,330.00	957,037.41
10/01/2014	68,590.00	65,199.47
04/01/2015	908,590.00	855,548.23
10/01/2015	60,610.00	56,534.57
04/01/2016	830,610.00	767,467.88
10/01/2016	53,295.00	48,780.11
04/01/2017	753,295.00	682,990.48
10/01/2017	46,645.00	41,893.62
04/01/2018	676,645.00	602,000.64
10/01/2018	40,660.00	35,834.12
04/01/2019	605,660.00	528,751.34
10/01/2019	35,292.50	30,520.97
04/01/2020	530,292.50	454,281.01
10/01/2020	30,590.00	25,958.63
04/01/2021	465,590.00	391,380.56
10/01/2021	26,457.50	22,031.18
04/01/2022	391,457.50	322,899.03
10/01/2022	22,990.00	18,785.14
04/01/2023	322,990.00	261,431.37
10/01/2023	20,140.00	16,148.10
04/01/2024	295,140.00	234,413.82
10/01/2024	17,527.50	13,790.13
04/01/2025	197,527.50	153,946.29
10/01/2025	15,817.50	12,211.61
04/01/2026	1,680,817.50	1,285,430.87
	12,667,422.64	11,410,000.00

Proceeds Summary

Delivery date	01/26/2012
Par Value	11,410,000.00
Target for yield calculation	11,410,000.00

COST OF ISSUANCE

Cherokee County (GA)
General Obligation Park and Green Space Bonds, Series 2012
Final Numbers

Cost of Issuance	\$/1000	Amount
Placement Agent Fee	4.50000	51,345.00
Bond/County Counsel	4.82033	55,000.00
Bank Legal Fees	0.61350	7,000.00
Misc.	0.08764	1,000.00
	10.02147	114,345.00

A RESOLUTION PROVIDING FOR: (1) THE ISSUANCE AND SALE OF CHEROKEE COUNTY GENERAL OBLIGATION PARK AND GREEN SPACE BOND, SERIES 2012 IN THE PRINCIPAL AMOUNT OF \$11,410,000; (2) THE NAMING OF AN AUTHENTICATING AGENT, BOND REGISTRAR AND PAYING AGENT FOR SAID BOND; (3) THE ADOPTION OF A FORM TO WHICH SAID BOND SHALL ADHERE; (4) THE PREPARATION OF A TAX DIGEST AND THE LEVY OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BOND; (5) THE EXECUTION AND DELIVERY OF SAID BOND; AND (6) FOR OTHER RELATED PURPOSES:

WHEREAS, at an election duly called and held in Cherokee County, Georgia (the "County") on the 4th day of November, 2008 (the "Election"), a majority of the qualified voters of the County voting in the Election voted in favor of (a) the issuance by the County of its general obligation debt in an aggregate principal amount of up to \$90,000,000 (the "Debt") to finance all or a portion of the cost of financing (i) the purchase, construction and improvement of parks, recreational land, facilities and equipment, including green space (the "Projects"); (ii) the costs of issuing the Debt; and (iii) capitalized interest on the Debt; and

WHEREAS, the Debt will be issued in one or more series; and

WHEREAS, the County desires to issue an installment of Debt in the principal amount of \$11,410,000 in the form of its General Obligation Park and Green Space Bond, Series 2012 (the "Bond"); and

WHEREAS, the County has caused to be prepared and distributed an Official Notice of Sale and Bid Form in connection with the sale of the Bond; and

WHEREAS, pursuant to a Bond Placement Agreement, dated January 17, 2012 (the "Bond Placement Agreement"), between the County and Citigroup Global Markets, Inc., as placement agent (the "Placement Agent"), the Bond will be placed by the Placement Agent with _____ (the "Purchaser"); and

WHEREAS, in order to comply with Article IX, Section V, Paragraph VI of the Georgia Constitution, it is necessary for the County to prepare a tax digest and to determine the amount to be raised by a tax on all of the property subject to taxation for general obligation bond purposes in the County and to cause the levy of an annual tax sufficient in amount to pay the principal of and interest on the Bond as the same become due; and

WHEREAS, it is necessary for the County to designate an Authenticating Agent, Bond Registrar and Paying Agent to act on its behalf with respect to the Bond; and

WHEREAS, it is necessary to adopt a form to which the Bond shall adhere and to provide for the execution and delivery of the Bond and other matters in connection with the issuance and delivery of the Bond; and

WHEREAS, it is proposed that the County approve a policy with respect to its tax-exempt debt (the "Tax Policy").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County (the "Board"), and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. Terms of Bond; Payment. The Bond shall be designated as the "Cherokee County General Obligation Park and Green Space Bond, Series 2012" and shall be issued in the principal amount of \$11,410,000. The Bond shall be dated as of its date of issuance and shall bear interest from its date at ___ % per annum (based upon a 360 day year consisting of twelve 30 day months) until paid. Interest shall be payable on April 1, 2012, and semiannually thereafter on October 1 and April 1 in each year (each such date, an "Interest Payment Date"). The Bond matures on April 1, 2026.

Section 2. Authorization of Bond Placement Agreement. The execution, delivery and performance of the Bond Placement Agreement are hereby authorized. The Bond Placement Agreement shall be in substantially the form presented at this meeting and on file with the Clerk of the Board, with such changes, insertions or omissions as may be approved by the Chairman of the Board, and the execution and delivery of the Bond Placement Agreement by the Chairman of the Board as hereby authorized shall be conclusive evidence of any such approval.

Section 3. Designation of Paying Agent. The County Manager is hereby designated to act as Authenticating Agent, Bond Registrar and Paying Agent with respect to the Bond.

Section 4. Debt Service Schedule. The Board does hereby determine that for the purpose of paying the principal of and interest on the Bond, it is necessary to raise by a tax on all the taxable property in the County subject to taxation for general obligation bond purposes, the amounts in the years set forth in Exhibit A attached hereto and made a part hereof.

Section 5. Preparation of Tax Digest. Prior to the issuance of the Bond and in each year that the Bond is outstanding, the Clerk of the Board is hereby directed to ascertain from the tax returns made to the Tax Commissioner of the County, and from the tax returns made to the Commissioner of Revenue of the State of Georgia, the total value of all the property in the County subject to taxation for general obligation bond purposes, and to prepare a digest of all such property.

Section 6. Tax Levy. There is hereby levied an annual tax upon all the property within the County subject to taxation for general obligation bond purposes, at such rate as will raise the amounts in the years listed in Exhibit A. Such tax is irrevocably pledged to the payment of the principal of and interest on the Bond.

Section 7. Execution of Bond. The Bond shall be executed for and on behalf of the County by the manual or duly authorized reproduced facsimile signature of the Chairman of the Board and the corporate seal of the Board shall be imprinted or impressed thereon and attested by the manual or duly authorized reproduced facsimile signature of the Clerk of the Board. In case any officer whose signature shall be affixed to the Bond or who shall have sealed the Bond shall cease to be such officer before the Bond so signed and sealed shall have been actually delivered, the Bond, nevertheless, shall be a valid Bond of the County and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the County when the Bond shall be actually delivered.

Section 8. Bond Form. The Bond, the certificate of validation and the provision for registration shall be in substantially the following form:

(FORM OF BOND)

**THIS BOND MAY NOT BE REGISTERED AS TRANSFERRED UNLESS AND UNTIL
THE TRANSFEREE EXECUTES AN INVESTMENT LETTER**

UNITED STATES OF AMERICA
STATE OF GEORGIA
CHEROKEE COUNTY

GENERAL OBLIGATION PARK AND GREEN SPACE BOND, SERIES 2012

No. R-1

Dated Date: January 26, 2012

\$11,410,000

Maturity Date: April 1, 2026

Interest Rate: ___%

KNOW ALL MEN BY THESE PRESENTS: That Cherokee County, Georgia (the "County") hereby acknowledges itself to owe, and for value received hereby promises to pay to the registered owner, in lawful money of the United States of America, the principal sum shown above on the Maturity Date indicated above and interest hereon at the rate per annum set forth above (computed on the basis of a 360-day year consisting of twelve 30 day months), payable April 1, 2012, and semiannually thereafter on the first days of October and April in each year (each an "Interest Payment Date") from the Interest Payment Date next preceding the date of authentication and registration hereof to which interest has previously been paid (unless the date of authentication and registration hereof is prior to the first Interest Payment Date, in which event from January 26, 2012, or unless the date of authentication and registration is an Interest Payment Date, in which event from the date of authentication hereof, or unless the date of authentication and registration hereof is after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event from such next succeeding Interest Payment Date) until payment of the principal amount hereof. The final principal payment hereof shall be paid only upon surrender of this bond with the County Manager, as the Bond Registrar and Paying Agent (the "Paying Agent" or the "Bond Registrar"). The interest hereon shall be paid to the person in whose name this bond is registered at the close of business on the 15th day of the calendar month preceding each Interest Payment Date (each such date a "Record Date") by check or draft, drawn on the Paying Agent, and mailed, by first class mail, postage prepaid, to such person at the address on the books of registry kept by the Bond Registrar. Mandatory sinking fund prepayments and interest on this bond shall be paid by wire transfer to such registered owner if written wire transfer instructions are given to the Paying Agent prior to the Record Date. Interest and mandatory sinking fund prepayments shall continue to be so paid until such wire transfer instructions are revoked in writing.

The proceeds of the sale of this bond will be used to finance all or a portion of (i) the costs of the purchase, construction and improvement of parks, recreational land, facilities and equipment, including green space (the "Projects"), (ii) the costs of issuing this bond and

(iii) capitalized interest on this bond. This bond is authorized by the Constitution and laws of the State of Georgia, by an election held on November 4, 2008 (the "Election") at which a majority of the qualified voters of the County voted in favor of its issuance and by a resolution of the Board of Commissioners of the County duly adopted on January 17, 2012 (the "Bond Resolution").

This bond may be registered as transferred only upon the registration books kept for that purpose at the designated office of the Bond Registrar by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Bond Registrar of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered bond shall be issued to the transferee in exchange therefor, subject to the conditions and upon payment of charges, if any, provided in the Bond Resolution. Prior to the registration of transfer, the transferee shall execute an investment letter substantially in the same for as the investment letter executed by the original purchaser of this bond. This bond may not be exchanged.

The person in whose name this bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered holder shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid.

This bond is subject to optional prepayment prior to its maturity, in whole or in part, on or after _____ at a prepayment price of _____ % of the principal amount being prepaid plus accrued interest to the prepayment date. Partial prepayments shall be credited to any mandatory sinking fund prepayment selected by the County. This bond is subject to mandatory sinking fund prepayment on the first day of April in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>
2012	\$1,600,000
2013	1,670,000
2014	920,000
2015	840,000
2016	770,000
2017	700,000
2018	630,000
2019	565,000
2020	495,000
2021	435,000
2022	365,000
2023	300,000
2024	275,000
2025	180,000
2026	1,665,000

It is further certified and recited, that all acts, conditions and things required by the Constitution or statutes of the State of Georgia to exist, be performed or happen pursuant to and in the issuance of this bond, exist, have been performed and have happened in due and regular form as required by law, that provision has been made for the collection, if necessary, of a direct annual tax, unlimited as to rate or amount, on all property subject to taxation for general obligation bond purposes located in the County, sufficient to pay the principal of interest on this bond, in accordance with its terms, and that the total indebtedness of the County, including this bond, does not exceed any limitation prescribed by said Constitution or statutes.

This bond shall not be entitled to any benefit under the authorizing resolution and shall not become valid or obligatory for any purpose until it shall have been authenticated by execution by the Bond Registrar by manual signature of the authentication certificate hereon endorsed.

* * * * *

IN WITNESS WHEREOF, Cherokee County, Georgia has caused this bond to be executed by the duly authorized manual or facsimile signature of the Chairman of the Board of Commissioners and its corporate seal to be impressed or imprinted hereon and attested by the duly authorized manual or facsimile signature of the Clerk of the Board of Commissioners.

CHEROKEE COUNTY, GEORGIA

(CORPORATE SEAL)

By: _____
Chairman

Attest:

Clerk

* * * * *

CERTIFICATE OF AUTHENTICATION

This is bond was authorized by the within mentioned authorizing resolution of the Board of Commissioners of Cherokee County, adopted January 17, 2012, and is hereby authenticated as of the date of its execution as stated in the Bond.

CHEROKEE COUNTY, GEORGIA
as Bond Registrar

By: _____
County Manager

Date of Authentication: January 26, 2012

* * * * *

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF CHEROKEE

The undersigned Clerk of the Superior Court of Cherokee County, State of Georgia, DOES HEREBY CERTIFY that this bond was confirmed and validated by judgment of the Superior Court of Cherokee County, Georgia, on the 6th day of January, 2009, that no intervention or objection was filed thereto and that no appeal has been prosecuted therefrom.

WITNESS my manual or facsimile signature and the seal of the Superior Court of Cherokee County, Georgia.

Clerk, Superior Court,
Cherokee County, Georgia

(CORPORATE SEAL)

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

the within Bond of CHEROKEE COUNTY, GEORGIA and does hereby constitute and appoint
_____ attorney to transfer the said Bond on the books of the Bond Registrar,
with full power of substitution in the premise.

Date: _____

In the presence of: _____

Bondholder

Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

(End of Bond Form)

Section 9. Sale of Bond; Application of Proceeds. The sale of the Bond to the Purchaser at a price of [100%] of par is hereby authorized.

Upon receipt of the purchase price for the Bond, the Chairman of the Board or his designee is authorized to physically deliver the Bond to the Purchaser, and the Chairman of the Board or his designee is authorized to execute for and on behalf of the County such receipt for the proceeds of the Bond and such other closing certificates and proofs as may be necessary and proper. The Bond shall be properly executed, numbered and shall contain the terms set forth in this Resolution.

The proceeds of the sale of the Bond shall be paid to the County.

Section 10. Authentication of Bond. The Bond shall not be valid or obligatory for any purpose unless and until the certificate of authentication shall have been executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon the Bond shall be conclusive evidence that the Bond has been authenticated and delivered hereunder.

Section 11. Transfer and Exchange of Bond. The Bond Registrar shall cause books for the registration of transfer of the Bond to be kept. The Bond may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Prior to the registration of transfer, the transferee shall execute an investment letter substantially in the same form as the investment letter executed by the Purchaser. Upon surrender for registration of transfer of the Bond at the principal office of the Bond Registrar, the County shall execute, and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees, a new Bond numbered consecutively in order of issuance according to the records of the Bond Registrar. The Bond may not be exchanged. Such transfers of registration shall be without charge to the owner of such Bond, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Bond requesting such transfer as a condition precedent to the exercise of such privilege.

If the Bond is surrendered upon any transfer provided for in this Resolution, the Bond shall be promptly canceled by the Bond Registrar and shall not be reissued. Upon request of the County a certificate evidencing such cancellation shall be furnished by the Bond Registrar to the County.

Section 12. Registered Owners. The person in whose name the Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

Section 13. Continuing Request. The inclusion of the foregoing provisions shall constitute (a) a continuing request from the County to the Clerk of the Superior Court of

Cherokee County, unless his signature shall occur by facsimile, to execute the certificate of validation on any replacement Bond issued pursuant hereto, and (b) the appointment of the Bond Registrar as agent for the County to do any and all things necessary to affect any replacement or registration of transfer.

Section 14. Mutilated or Destroyed Bond. In case the Bond shall become mutilated or be destroyed or lost, the Board, on behalf of the County, may cause to be executed, authenticated and delivered a new Bond in exchange or substitution for the Bond so mutilated, destroyed or lost, upon, in the case of a mutilated Bond, surrender of such Bond, or in the case of a destroyed or lost Bond, the owner filing with the County, the Paying Agent and the Bond Registrar evidence satisfactory to them that such Bond was destroyed or lost and providing indemnity satisfactory to them; provided, however, that if the owner of such destroyed or lost Bond has a minimum net worth of at least \$25,000,000, such owner's own unsecured agreement of indemnity shall be deemed to be satisfactory. If the Bond shall have matured, instead of issuing a new Bond, the County may pay the same.

Section 15. Prepayment. The Bond is subject to optional prepayment prior to its maturity, in whole or in part, on or after _____ at a prepayment price of _____ % of the principal amount being prepaid plus accrued interest to the prepayment date. Partial prepayments shall be credited to any mandatory sinking fund prepayment selected by the County. The Bond is subject to mandatory sinking fund prepayment on the first day of April in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>
2012	\$1,600,000
2013	1,670,000
2014	920,000
2015	840,000
2016	770,000
2017	700,000
2018	630,000
2019	565,000
2020	495,000
2021	435,000
2022	365,000
2023	300,000
2024	275,000
2025	180,000
2026	1,665,000

Section 16. Tax Covenants and Representations. The Bond is being issued by the County in compliance with the conditions necessary for the interest income on the Bond to be exempt from federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") relating to obligations of the State or political subdivisions thereof. It is the intention of the County that the interest on the Bond be and remain

excludable from gross income for federal income tax purposes, and, to that end, the County hereby covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Bond under Section 103 of the Code.

Section 17. Approval of Prior Actions. All actions taken by the Board, any officer of the Board, any officer of the County or any agent or employee of the County relating to the authorization and issuance of the Bond, including, but not limited to, actions taken in connection with the validation of the Bond, be and the same are hereby ratified, approved and confirmed.

Section 18. Payments Due on Saturday, Sunday or Holiday. If a payment on the Bond is due on a Saturday, Sunday or any day that the office of the Paying Agent is authorized or required by law to remain closed, such payment shall be made on the next succeeding business day, provided, however, interest shall continue to accrue until such time as the payment is actually received by the registered owner.

Section 19. Repeal of Conflicting Resolutions. All resolutions, or parts thereof, that conflict with this Resolution are hereby repealed.

Section 20. Financial Covenants. The County shall furnish the registered owner of the Bond, for so long as the Bond remains outstanding, annual audited financial statements of the County as soon as they are available, but no later than 270 days from its fiscal year end. The County shall provide reasonable information regarding the County (including, but not limited to, the annual budget and tax digest) upon request of the Purchaser.

Section 21. Authorization of Tax Policy. The Tax Policy attached hereto as Exhibit B is hereby authorized and approved.

Section 22. Vice-Chairman; Assistant Clerk. In the event that the Chairman is unavailable to sign the documents authorized herein, the Vice-Chairman is hereby authorized and directed to sign all such documents. In the event that the Clerk is unavailable to sign the documents authorized herein, the Assistant Clerk, if any, is hereby authorized and directed to sign all such documents.

Section 23. General Authority. The proper officers, agents and employees of the Board and the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary or desirable in connection with the issuance of the Bond and the execution, delivery and performance of the documents and agreements authorized by this Resolution.

Section 24. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this 17th day of January, 2012.

(CORPORATE SEAL)

CHEROKEE COUNTY, GEORGIA

By: _____
Chairman

Attest:

Clerk

EXHIBIT A
TO BOND RESOLUTION

ANNUAL DEBT SERVICE SCHEDULE

<u>April 1 of the Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2012	\$ 1,600,000		
2013	1,670,000		
2014	920,000		
2015	840,000		
2016	770,000		
2017	700,000		
2018	630,000		
2019	565,000		
2020	495,000		
2021	435,000		
2022	365,000		
2023	300,000		
2024	275,000		
2025	180,000		
2026	1,665,000		
Total	\$11,410,000		

EXHIBIT B
TO BOND RESOLUTION

[insert Tax Policy]

POLICY WITH RESPECT TO TAX-EXEMPT DEBT

OBJECTIVE

To comply with all applicable federal and state laws, rules and regulations related to the issuance of tax-exempt debt (the "Debt").

SCOPE

This policy applies to all Debt issued for the benefit of Cherokee County (the "County") and its related entities.

POLICY

The County shall comply with all federal and state laws, rules and regulations related to the issuance of Debt.

RESPONSIBILITY

The Chief Financial Officer shall be administratively responsible for the policy.

DISSEMINATION AND TRAINING

The policy shall be disseminated to all personnel in the finance department and to the auditor.

REVIEW

The policy shall be reviewed and revised annually by the Chief Financial Officer and redistributed to all personnel in the finance department and to the auditor.

PROVISIONS

Record Keeping

All records relating to the Debt needed to comply with Section 6001 of the Internal Revenue Code of 1986, as amended (the "Code") shall be maintained. These records shall be kept in paper or electronic form and shall include, among other things, (i) basic records relating to the transaction (including the bond documents, the opinion of bond counsel, etc.), (ii) documents evidencing the expenditure of the proceeds of the Debt, (iii) documentation evidencing the use of Debt-financed property by public and private entities (e.g., copies of management contracts, leases and research agreements) and (iv) documentation pertaining to any investment of Debt proceeds (including the purchase and sale of securities, SLG subscriptions, yield calculations for each class of investments, actual investment income received from the investment of the proceeds of the Debt, guaranteed investment contracts and rebate calculations. Such records must be maintained as long as the Debt is outstanding, plus three years after the final payment or redemption date.

Use of Proceeds

A list of all property financed with the proceeds of the Debt shall be created and maintained. The use of such property shall be monitored to ensure that such use does not constitute "private business use" within the meaning of the Code. Without limiting the foregoing, each contract, including but not limited to management contracts and leases, relating to such property shall be

reviewed by legal counsel prior to the execution of such contract. The list of property shall be reviewed at least annually to ensure that none of the property has been sold.

Remedial Action

In the event that property financed with the proceeds of the Debt is used in a manner that constitutes “private business use” or the property is sold, the remediation provisions of Treasury Regulation § 1.141-12 shall be carried out.

Yield Restriction

If bond counsel advises that a fund or account needs to be yield restricted (*i.e.*, not invested at a yield in excess of the Debt), the moneys on deposit in such fund or account shall be invested in United States Treasury Obligations – State and Local Government Series, appropriate “yield reduction payments” shall be made if permitted by the Code or the Chief Financial Officer shall establish other procedures to ensure that such fund or account is yield restricted.

Rebate

At the time the Debt is issued, the Chief Financial Officer shall determine if he or she reasonably expects that one of the arbitrage rebate exceptions will be satisfied or that positive arbitrage will not be earned. If the arbitrage rebate exception relates to the time period over which the proceeds of the Debt are spent, the Chief Financial Officer shall verify that the appropriate expenditures have been made at each milestone. If one of the milestones is not satisfied or the Chief Financial Officer does not reasonably expect that one of the arbitrage rebate exceptions will be satisfied, an outside arbitrage rebate consultant shall be retained unless the Chief Financial Officer has determined that positive arbitrage will not be earned.

CLERK'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF CHEROKEE

The undersigned, Clerk of the Cherokee County Board of Commissioners, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Cherokee County Board of Commissioners, in a meeting duly assembled and open to the public at which a quorum was present, on the 17th day of January, 2012, relating to the sale and form of \$11,410,000 Cherokee County General Obligation Park and Green Space Bond, the original of which has been duly recorded in the Minute Book of the Board of Commissioners, which is in my custody and control.

GIVEN this the 17th day of January, 2012.

Clerk

(CORPORATE SEAL)

INVESTMENT LETTER

January 26, 2011

Cherokee County Board of Commissioners
Canton, Georgia

Citigroup Global Markets, Inc.
Atlanta, Georgia

Jarrard & Davis LLP
Cumming, Georgia

Murray Barnes Finister LLP
Atlanta, Georgia

Re: \$11,410,000 Cherokee County, Georgia General Obligation Park and Green
Space Bond, Series 2012

To the Addressees:

The undersigned is a duly authorized officer of _____ (“Purchaser”). The undersigned acknowledges receipt, on behalf of Purchaser, of the above captioned bond (the “Bond”). The undersigned certifies in conjunction with its purchase of the Bond that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the purchase of the Bond;

2. The Purchaser is able to bear the economic risks of an investment in the Bond;

3. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement containing material information with respect to the Cherokee County (the “County”) or the Bond is being issued, and that it has made its own inquiry and analysis with respect to the County, the Bond, and the security therefor, and other material factors relevant to a decision to invest in the Bond;

4. The Purchaser acknowledges that it has either been supplied with or has access to information, including financial statements and other financial information, regarding the County to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Bond, and the security therefor, and that as a reasonable investor, it has received information to enable it to make a decision to purchase the Bond;

5. The Purchaser understands that the Bond (i) is not registered under the Securities Act of 1933 and is not registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any rating service;

6. The Purchaser represents that it is purchasing the Bond for its own account or for its loan portfolio and not for resale or other distribution either currently or after some fixed period of time, and that it has no present intention of reselling or otherwise disposing of all or any part of such Bonds; however, the Purchaser reserves the right to sell or dispose of the Bond or any interest therein in accordance with its own judgment. The Purchaser acknowledges that there is no public market for the Bond and that the liquidity of the Bond may be limited;

7. The Purchaser understands that, if it does sell or dispose of the Bond in the future, it will require that the subsequent purchaser sign an Investment Letter similar in form and substance to this Letter; and

8. The Purchaser understands that the scope of engagement of Murray Barnes Finister LLP, as Bond Counsel, with respect to the Bond has been limited to matters set forth in their opinion based on their view of such legal proceedings as they deem necessary to approve the validity of the Bond and the tax-exempt status of interest thereon.

Signed and delivered by the undersigned as of the date shown above.

[PURCHASER]

By _____
Title:

MURRAY BARNES FINISTER LLP

ONE CAPITAL CITY PLAZA • SUITE 1140 • 3350 PEACHTREE ROAD • ATLANTA, GEORGIA 30326

January 26, 2012

Cherokee County Board of Commissioners
Canton, Georgia

[Purchaser]
[Atlanta, Georgia]

Citigroup Global Markets, Inc.
Atlanta, Georgia

Re: \$11,410,000 Cherokee County General Obligation Park and Green Space Bond,
Series 2012

To the Addressees:

We have acted as bond counsel to Cherokee County, Georgia (the "County") in connection with the issuance by the County of its \$11,410,000 General Obligation Bond, Series 2012 (the "Bond"). In connection with the foregoing, we have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

In rendering our opinion that the interest on the Bond is excludable from the gross income of the registered owner of the Bond for federal income tax purposes, we have (i) relied as to questions of fact material to our opinion upon certificates and certified proceedings of public officials, including officials of the County, and representations of the County (including representations as to the use and investment of the proceeds of the Bond), without undertaking to verify the same by independent investigation and (ii) assumed continued compliance by the County with its covenants relating to the use of the proceeds of the Bond and compliance with the requirements contained in the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, the arbitrage requirements contained in Section 148 of the Code. The inaccuracy of any such certificates, representations or the failure of the County to comply with any of such covenants could cause interest on the Bond to become subject to federal income taxation retroactive to the date of issuance of the Bond.

We express no opinion as to compliance by the County or the initial purchaser of the Bond with any federal or state statute, regulation or ruling with respect to the sale or distribution of the Bond.

Based on our examinations, we are of the opinion, as of the date hereof and under existing law, as follows:

1. The Bond is a valid and binding general obligation of the County validly secured and payable from an ad valorem tax, without limitation as to rate or amount, levied on all property in the County subject to taxation for general obligation bond purposes.

2. The Board of Commissioners of the County has levied on all property in the County subject to taxation for general obligation bond purposes an ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal of and interest on the Bond as same become due.

3. Interest on the Bond (including any original issue discount properly allocable to the holder thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. We express no other opinion regarding other federal tax consequences arising with respect to ownership of the Bond. In rendering this opinion, we have assumed the continued compliance by the County with its covenants relating to the use of the proceeds of the Bond and the facilities financed thereby and compliance with the requirements of the Code that must be satisfied subsequent to the issuance of the Bond in order for the interest on the Bond to be and continue to be excluded from gross income for federal income tax purposes. The inaccuracy of any certificate or representation or the noncompliance with such covenants could cause interest on the Bond to be included in federal gross income retroactive to the date of issuance of the Bond.

4. Interest on the Bond is exempt from State of Georgia income taxation.

The rights of the holder of the Bond and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We are members of the State Bar of Georgia. Our opinions herein are limited to the laws of the State of Georgia and any applicable federal laws of the United States. This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters so stated. This opinion is intended solely for the use of the addressees and their permitted successors and/or assigns and may not be relied upon for any other purpose or by any other person for any purpose without our prior written consent. We expressly disclaim any duty to update this opinion in the future for any changes of fact or law that may affect any of the opinions expressed herein.

January 26, 2012
Page 3

Very truly yours,

MURRAY BARNES FINISTER LLP

By: _____
A Partner

Cherokee County, Georgia Agenda Request

Agenda No.

2.3

SUBJECT: Victoria Crossing Subdivision
Escrow Termination and Release Agreement

MEETING DATE: January 17, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of approval of Escrow Termination and Release Agreement for Victoria Crossing subdivision.

FACTS AND ISSUES:

Cherokee County was informed by the developer's lender, the Bank of America, that they would not be renewing a letter of escrow being held for McBride & Son Homes Land Development, Inc., for tree preservation in the Victoria Crossing subdivision. Therefore, a letter was sent to the Bank of America requesting the proceeds of the escrow account. Those funds will be deposited into the County's Tree Preservation account.

The County Attorney's office has reviewed the attached Escrow Termination and Release Agreement and found it to be acceptable.

BUDGET:

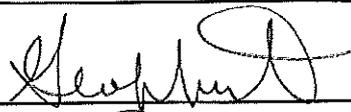
Budgeted Amount:	\$0.00	Account Name:
Amount Encumbered:	\$0.00	Account #:
Amount Spent to Date:	\$0.00	
Amount Requested:	\$0.00	
Remaining Budget	\$0.00	

ADMINISTRATIVE RECOMMENDATION:

Approval of Escrow Termination and Release Agreement for the Victoria Crossing subdivision.

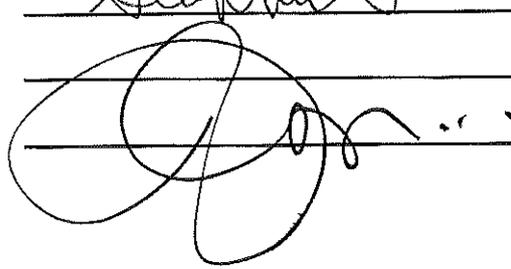
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:



Geoff Morton

From: Paul Higbee [phigbee@jarrard-davis.com]
Sent: Wednesday, January 04, 2012 8:56 AM
To: Geoff Morton
Subject: RE: McBride Land - Escrow Agreement \$7500.00

Geoff,

I have reviewed the proposed Escrow Termination and Release Agreement and have no objections to it.

Please let me know if you have any further questions.

Paul N. Higbee, Jr.
Attorney at Law
Jarrard & Davis, LLP
105 Pilgrim Village Drive
Suite 200
Cumming, Georgia 30040
v 678-455-7150
f 678-455-7149
phigbee@jarrard-davis.com

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From: Geoff Morton [mailto:gmorton@cherokeega.com]
Sent: Tuesday, January 03, 2012 5:40 PM
To: Paul Higbee
Subject: FW: McBride Land - Escrow Agreement \$7500.00

Paul:

Please review. This is for drawdown of funds associated with a tree bond.

Thanks

Geoff

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

LEWIS RICE

F I N G E R S H

Attorneys at Law

600 Washington Avenue
Suite 2500
St. Louis, Missouri 63101
www.lewisrice.com

Christy L. Abbott
cabbott@lewisrice.com
314.444.7604 (direct)
314.612.7604 (fax)

January 3, 2012

VIA U.S. MAIL

Mr. Geoffrey E. Morton, P.E.
County Engineer
Cherokee County Government
1130 Bluffs Parkway
Canton, GA 30114

Re: ESCROW TERMINATION AND RELEASE FOR VICTORIA CROSSING

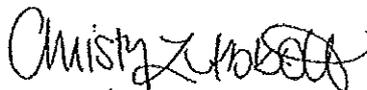
Dear Mr. Morton:

This firm represents Bank of America, N.A. (the "Bank") in relation to its loans to McBride & Son Homes Land Development, Inc. We have received a copy of your request that the Bank release the funds held in escrow pursuant to the Victoria Crossing Letter of Escrow (the "Escrow Agreement"). Enclosed is an Escrow Termination and Release Agreement to be executed by Cherokee County, Georgia (the "County") and the Bank.

Upon my receipt of an executed original signature page from the County, the Bank will forward an executed original signature page to the County and will wire \$7,500.00 to the County pursuant to wire instructions provided by the County, all in full satisfaction of the Bank's obligations under the Escrow Agreement.

I appreciate your assistance with this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Christy L. Abbott
Counsel for Bank of America, N.A.

Enclosures

cc: Justin Scott Ward

Established 1909

ESCROW TERMINATION AND RELEASE AGREEMENT

This ESCROW TERMINATION AND RELEASE AGREEMENT ("Agreement") is made this ____ day of _____, 20____, between Cherokee County, Georgia ("County") and Bank of America, N.A. ("Escrow Holder"), and is given for the benefit of such parties as set forth herein.

RECITALS

WHEREAS, on November 28, 2007, Escrow Holder executed a Letter of Escrow in favor of County ("Escrow Agreement"), whereby Escrow Holder agreed to hold \$15,435.00 in escrow as a guaranty that McBride & Son Homes Land Development, Inc. ("Developer") would complete certain development work within the Victoria Crossing Development;

WHEREAS, as of July 12, 2010, the Escrow Agreement had been modified to reduce the outstanding balance held in escrow to \$7,500.00 and to extend the expiration date to December 31, 2011;

WHEREAS, currently, Developer has not completed the required development work pursuant to its obligations to the County;

WHEREAS, the County has demanded that Escrow Holder release the balance of funds held pursuant to the Escrow Agreement in the amount of \$7,500.00;

WHEREAS, Escrow Holder and the County desire to enter into this Agreement whereby Escrow Holder agrees to pay the funds demanded by the County upon the County's agreement that such payment fully satisfies Escrow Holder's obligations under the Escrow Agreement.

AGREEMENT

NOW THEREFORE, In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows.

1. **Incorporation of Recitals.** The foregoing recitals are confirmed by the parties as true and correct and are incorporated herein by reference. The recitals are a substantive, contractual part of this Agreement.
2. **Payment of Escrow Funds.** Upon execution of this Agreement, Escrow Holder shall pay \$7,500.00 to the County in full satisfaction of its obligations under the Escrow Agreement. Escrow Holder shall deposit the funds via wire transfer according to wire instructions provided by the County.
3. **Release of Escrow Holder.** County, for itself, for its past, present and future officers, employees, directors, agents, attorneys, representatives, partners, trustees, beneficiaries, heirs, subsidiaries and affiliates, and for its and their predecessors, successors and assigns (collectively the "County Releasor"), hereby finally, unconditionally, irrevocably and absolutely releases, acquits, remises and forever discharges Escrow Holder's past, present and future shareholders, officers, employees, directors, agents, attorneys, representatives, partners, trustees, beneficiaries, heirs, subsidiaries and affiliates, and its and their predecessors, successors and assigns (collectively the "Bank Releasee") from any and all manner of actions, suits, sums of money, interest owed, demands, debts, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, guaranties, promises, undertakings, variances, trespasses, credit memoranda, charges, damages, judgments, executions, obligations, rights of indemnification, contribution or reimbursement, costs, expenses, fees (including attorneys' fees and court costs), counterclaims, claims, causes of action and liabilities, and hereby finally, unconditionally,

irrevocably and absolutely waives any and all offsets and defenses, in each case whether known or unknown, absolute or contingent, matured or unmatured, presently existing or hereafter discovered, at law, in equity or otherwise, whether arising by statute, common law, in contract, in tort or otherwise, that the County Releasor or any of them may now have or that might subsequently accrue to any of them against the Bank Releasee or any of them, arising out of or connected with (directly or indirectly), or pertaining to the Escrow Agreement.

4. **Counterparts.** This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

5. **Further Assurances.** The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

6. **Successors and Assigns.** All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year hereinabove written.

"ESCROW HOLDER"

"COUNTY"

BANK OF AMERICA, N.A.

COUNTY OF CHEROKEE, GEORGIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Cherokee County, Georgia
Agenda Request**

2.4

SUBJECT: Renewal of Conference Center Mgmt. Agreement MEETING DATE: January 17, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider renewal of Conference Center Management Agreement with Eventmark, LLC. (Lorrie Keener) with modifications to allow automatic renewal with 30-day cancellation provision by either the county or Eventmark. In addition, to allow Eventmark to provide consultation, promote and sell complementary or event-related services and accept compensation for this work, excluding catering services.

FACTS AND ISSUES:

Modification

The parties agree to the following changes and additions to the Professional Services Agreement:

The term of the agreement is extended from an annual renewal basis to automatic renewal at the end of the calendar year. This agreement may be terminated by either party upon thirty days prior written notice to the other party.

As per clarification of the initial agreement: With the exception of catering services for conference center events, it is acknowledged that consultant, as independent contractor and not an employee of the county, is eligible to provide consultation, promote and sell complementary or event-related services and accept compensation for this work. Consultant shall report said compensation on a quarterly basis in a form as requested by the County Manager.

BUDGET:

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

Account Name:
Account #:

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

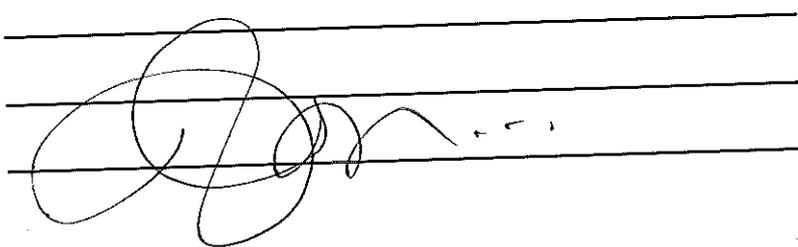
Approve renewal of agreement with modifications.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



Professional Services Agreement Modification

Effective Date: January 17, 2012 (Retroactive to January 1, 2012)
Between: Cherokee County, GA ("County")
Located at: 1130 Bluffs Parkway, Canton, GA 30114
And: Eventmark, LLC ("Consultant")

This is an Addendum to the Professional Services Agreement effective January 1, 2010, 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 Eventmark, LLC, ("Consultant"), collectively referred to as the "Parties" and executed with notarized signatures on December 29, 2009.

Modification

The parties agree to the following changes and additions to the Professional Services Agreement:

The term of the agreement is extended from an annual renewal basis to automatic renewal at the end of the calendar year. This agreement may be terminated by either party upon thirty days prior written notice to the other party.

As per clarification of the initial agreement: With the exception of catering services for conference center events, it is acknowledged that consultant, as independent contractor and not an employee of the county, is eligible to provide consultation, promote and sell complementary or event-related services and accept compensation for this work. Consultant shall report said compensation on a quarterly basis in a form as requested by the County Manager.

In all other respects, the terms of the original agreement remain in effect.

This instrument is executed as of the above date in multiple counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT:

By: _____
Its: _____

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public
[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY

By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Blankets Creek Improvements

MEETING DATE: January 17, 2012

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

COMMISSION ACTION REQUESTED: It is requested that the Board approve a Change Order to the Professional Services Agreement (PSA) with Ross Consulting Engineers, PC for additional services and compensation in the not to exceed total amount of **\$9,000.00** for the planned improvements at Blankets Creek.

FACTS AND ISSUES: On November 17, 2011, a project review meeting was conducted with Commissioner Bosch regarding the status of the Blankets Creek project. On November 21, 2011, the Corps approved the Environmental Assessment allowing the planned project to proceed. A stamped approved set of the project design documents has been provided to Capital Projects for the project files.

In the November 17, 2011, review meeting, it was determined that toilet facilities are needed, and were not in Ross Consulting Engineers, PC's original scope of design & engineering services. Accordingly, Ross Consulting Engineers, PC was requested to prepare a proposal to provide additional design & engineering services for the planned toilet facilities. As described in the attached Ross Consulting Engineers, PC proposal, their requested fee is \$6,600.00. However, because it is likely that additional items may still arise in the completion of design & engineering for this project to add this new work, approval is requested for an increase of not to exceed \$9,000.00

As discussed in the project review meeting, the added project scope for design and construction are outlined in the attached Ross Consulting Engineers, PC proposal, and include:

- Four (4) precast concrete modular toilet facilities,
- A water fountain,
- A bike wash area,
- An emergency phone,
- Electrical service and connection, and
- Water and sanitary sewer connections.

Once the project design change order is approved, Ross Consulting Engineers, PC will proceed to revise the current design documents for the added work to be bid with and a part of the total Blankets Creek project. Based upon how the Park Bond cashflow schedule unfolds, the project could be ready for release for bidding this spring 2012, for a completion in early 2013, maybe earlier.

Total Project Budget Update: Including the proposed additional services request by Ross Consulting Engineers, PC, the total add for design and construction services is currently budgeted to be approximately \$100,000.00. This would raise the total project costs for Blankets Creek to approximately **\$1,050,000.00**. Attached is an updated total project budget cost summary sheet.

BUDGET:

Budgeted Amount: \$ 9,000.00
Amount Encumbered: \$
Amount Spent to Date: \$
Amount Requested: \$ 9,000.00
Remaining Budget: \$
Budget Adjustment Necessary:

Account Name: Blankets Creek
Account #: PR113

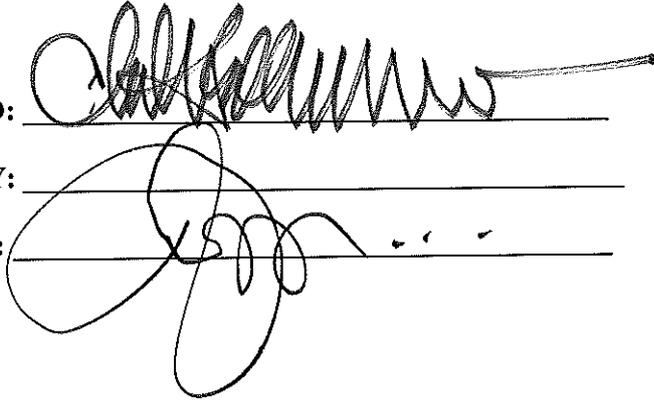
ADMINISTRATIVE RECOMMENDATION: It is requested and recommended that the Board approve a Change Order to the Professional Services Agreement (PSA) with Ross Consulting Engineers, PC for additional services and compensation in the not to exceed total amount of \$9,000.00 for the planned improvements at Blankets Creek.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

Handwritten signatures in black ink. The top signature is for the Department Head, the middle for the County Attorney, and the bottom for the County Manager. Each signature is written over a horizontal line.



Proposal For
Additional Engineering Services
For
Blankets Creek Parking
And Trailhead Improvements

Located At
2125 Sixes Road
Canton, Georgia
Cherokee County

Client:

Cherokee County Board of Commissioners
Cherokee Recreation and Parks Agency
Attention: Mr. Bill Echols, AIA
Director of Capital Projects
1130 Bluffs Parkway
Canton, GA 30114

Consultant:

Ross Consulting Engineers, P.C.
Attn: Michael P. Ross P.E.
131 Village Centre West
Woodstock, GA 30188-5130

Tel: 770.924.2955 x 202
Fax: 770.516.8697

December 20, 2011



Description of Additional Services

The project will consist of the addition of a modular restroom facility to provide four bathrooms/changing rooms; a water fountain; a bike wash area; an emergency phone location; investigate the installation of a wireless hot-spot; relocation of the sewer pump service as well as electrical engineering design to accommodate lighting and heat for the bathroom facility. The plans will also include the necessary modifications to the previously permitted civil engineering and utility plans.

Scope of Services

Task 1: Civil Engineering Modifications

- Locate and site the facilities listed in the Description of Additional Services
- Coordination of electrical design
- Drawing production and CADD Drafting for Electrical Design
- Modify previously permitted plans to accommodate the new work
- Coordinate utility modifications
- Land Disturbance Permit Revision

Task 2: Electrical Engineering Design

- Design of electrical services for the bathroom, telephone and wireless hot-spot.

Task 3: Engineering Stamped Plans for Bathroom Facility

- The Manufacturer (CXT, Inc.) has indicated they can provide construction plans stamped by a licensed engineer.

Fee Schedule

Task 1:	Civil Engineering Modifications Ross Consulting Engineers	\$ 3,200
Task 2:	Electrical Engineering Design Pem Williams, P.E.	\$ 1,600
Task 3:	Engineering Stamped Plans for Bathroom Facility CXT, Inc.	\$ 1,500
	Total Fee	\$ 6,600 (LS)

Does Not Include Reimbursable Expenses

This proposal is valid for thirty days from the above date and reflects our understanding of the project scope at this time. If any aspect is changed, RCE reserves the right to renegotiate terms.

Ross Consulting Engineers, P.C.

131 Village Centre West ■ Woodstock, GA 30188 -5130 ■ Tel: 770 924 2955 ■ Fax: 770 516 8697



Additional Services

Ross Consulting Engineers will gladly provide services beyond the scope of this proposal for either a fixed negotiated fee or hourly rates. RCE will verbally notify you of any work beyond the scope of this proposal prior to commencement of the work, and in writing as soon as practicable. See attached list of exclusions for this proposal.

Invoicing

RCE will invoice for all services for the scope above at monthly periods based on the percent complete of the agreed upon fee schedule. A fee of one and a half percent (1 1/2%) per month will be added to all invoices aged over 30 days. The Client shall pay RCE in current funds for services subject to additions and deductions by Change Order the fees listed in the Fee Schedule. The prices and estimates of charges quoted in this proposal are valid for a period of 90 days from the date of the proposal.

Insurance and Contracting

Ross Consulting Engineers professional liability and errors of omission insurance is written through CNA -- verification will be gladly provided. This policy requires a written agreement. An EJCDC standard form is typically used and will be provided should you accept this proposal. If you are in agreement with the scope of services, and fees indicated in this proposal, a **Notice-To-Proceed** may be given by signing in the space below and returning one original copy to this office.

Exclusions:

1. Revisions to the plans reflecting concept modifications or increase in the scope of design work made by the Client
2. Major revisions to the plans for Value Engineering changes associated with unforeseen sub-surface conditions
3. Off-site utility extensions (water, sanitary sewer, storm sewer) not mentioned in previous scope
4. Obtaining water pressure testing information
5. Coordinate Stakeout Plans
6. Research to determine the exact location of existing utilities
7. Structural or foundation design
8. Retaining wall design or design modification to existing structures
9. Structural design for slabs or new foundations
10. Site Lighting
11. Signage

Respectfully Submitted,
Ross Consulting Engineers, P.C.

Michael P. Ross, P.E.
President

December 20, 2011

Ross Consulting Engineers, P.C.

131 Village Centre West ■ Woodstock, GA 30188 -5130 ■ Tel: 770 924 2955 ■ Fax: 770 516 8697



**Notice to Proceed
Proposal For
Additional Engineering Services
For
Blankets Creek Parking
And Trailhead Improvements**

Located At
2125 Sixes Road
Canton, Georgia
Cherokee County

Client:

Cherokee County Board of Commissioners
Cherokee Recreation and Parks Agency
Attention: Mr. Bill Echols, AIA,
Director of Capital Projects
1130 Bluffs Parkway
Canton, GA 30114

Accepted By: _____

Title: _____

Date: _____

Consultant:

Ross Consulting Engineers, P.C.
Michael P. Ross, P.E.
131 Village Centre West
Woodstock, GA 30188-5130

Accepted By: _____

Title: _____

Date: _____

	ORIGINAL	UPDATE
	28-Oct-11	5-Jan-12
BLANKETS CREEK		
CONSTRUCTION	\$ 475,000.00	\$ 550,000.00

INCLUDES SOME CONSTRUCTION PHASE CONTINGENCY

BASED ON ROSS ESTIMATE OF (\$452,873.00) OCTOBER 28, 2011 BASED ON NEW UPDATED ROSS ESTIMATE: NOVEMBER 1, 2011

DESIGN FEES	\$ 28,000.00	ROSS BASE FEE	\$ 27,000.00
MATERIALS TESTING/GEO/SURVEY	\$ 25,000.00	MATERIALS TESTING/GEO/SURVEY	\$ 15,000.00
CONTINGENCIES (TO ALL)	\$ 22,000.00	4.63% OF CONSTRUCTION ESTIMATE	\$ 24,750.00 4.50%
WATER & SEWER CONNCTION FEES	\$ -		\$ 10,000.00
LAND	\$ 325,000.00	LAND PURCHASE COST; ALREADY EXPENDED	\$ 325,000.00
OTHER	\$ 100,000.00	DESIGN & CONSTRUCTION OF ADDITIONAL TOILET FACILITIES, ETC.	\$ 100,000.00
GRAND TOTAL	\$ 975,000.00		\$ 1,051,750.00

DIFFERENCE: INCREASE IN COSTS OVER FIRST BUDGET NUMBER \$ 76,750.00 7.87%

BUDGET: \$ 1,050,000.00

Christy Black

From: Harry Johnston
Sent: Wednesday, January 11, 2012 4:19 PM
To: Christy Black
Cc: Geoff Morton; rkononen@firstcherokeestate.com
Subject: Agenda Item

Christy,

Would you put this item on my section of the agenda for next week's BOC meeting...

"Acceptance of Harmony Oaks Trail (approx 0.2 mile) as-is for county maintenance, subject to receipt of ROW deeds and \$20,000 from First Cherokee State Bank toward the cost of maintenance that will be needed after most homes on the street are completed."

Thanks,
Harry

**Harry Johnston | Commissioner, Post 1
Cherokee County Board of Commissioners
1130 Bluffs Parkway, Canton, GA 30114**

Office: 678-493-6000 | Fax: 678-493-6013



"PUBLIC COMMENT"

Public Comment Policy No. 03-P-01

"..... members of the public shall not make inappropriate, offensive, insulting or malicious remarks while addressing the Commission..... All remarks shall be made to the Commission as a body and addressed to the Commission Chair.....not to a particular Commissioner....."

CHEROKEE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

AT 6:00 p.m. on January 17, 2012

NAME (Please print)	ADDRESS	PHONE# OR EMAIL ADDRESS	TOPIC OF INTEREST
--------------------------------	----------------	------------------------------------	------------------------------

***A TOTAL OF 5 PEOPLE CAN SIGN UP FOR 3 MINUTES EACH ONLY!**

Christy Black

From: Janelle M. Funk
Sent: Tuesday, January 03, 2012 5:17 PM
To: Triblegals
Cc: Christy Black
Subject: RE: Advertisement for Public Hearing - 2012 Budget

Hi Jolynne,

I am not sure if you automatically do this – but if not, could you please send me a publisher's affidavit for this?

From: Triblegals [<mailto:Triblegals@mdjonline.com>]
Sent: Thursday, December 29, 2011 4:13 PM
To: Janelle M. Funk
Subject: RE: Advertisement for Public Hearing - 2012 Budget

Janelle,

We'll get this ad in for you.

The cost is \$91.20.

Let me know if you have questions.

Thanks so much. Have a great day.

Public
Hearing

*** Please note: Effective December 3, 2011, a cancellation fee of \$25.00 will be charged for all cancellations received prior to publishing. The legal ad must be published a minimum of one time to avoid the cancellation fee. Thank you.**

JOLYNNE GOOSMAN

Legal Advertising Coordinator

Cherokee Tribune

521 East Main St.

Canton, GA 30114

Phone 770-479-1441 Ext. 615

Direct 770-795-3065

Fax 866-459-8817

triblegals@cherokeetribune.com

foreclosures@cherokeetribune.com

From: Janelle M. Funk [jfunk@cherokeega.com]
Sent: Thursday, December 29, 2011 8:53 AM
To: Triblegals; Triblegals
Subject: Advertisement for Public Hearing - 2012 Budget

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

AFFIDAVIT OF CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Chairman; Harry B. Johnston, Commissioner; Jim Hubbard, Commissioner; Karen Bosch, Commissioner; Jason Nelms, Commissioner; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1.

The Cherokee County Board of Commissioners met in a duly advertised meeting on January 17, 2012

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at _____ p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following within the exceptions provided by the open meetings law:

_____ Consultation with the county attorney or other legal counsel to discuss pending and potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. §50-14-2(1);

_____ Discussion of tax matters made confidential by state law as provided in O.C.G.A. §50-14-1(2) and O.C.G.A. §_____;

_____ Discussion of the future acquisition of real estate as provided by O.C.G.A. § 50-14-3(4);

_____ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A § 50-14-3(6);

_____ Other: _____ as provided in O.C.G.A §_____.

This the _____ day of _____, 2012.

Cherokee County Board of Commissioners

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

Sworn to and subscribed before me this _____ day of _____, 2012.

Notary Public

My Commission Expires: _____(SEAL)

2.6

**Cherokee County, Georgia
Agenda Request**

SUBJECT: CSA Amendment to Agreement MEETING DATE: January 17, 2012
SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve amendment to CSA Field Use Agreement for the soccer complex, to include terms for CSA payment of \$100,000, CSA responsibility for irrigation, and CSA responsibility for submittal and county review/approval of lighting plan.

FACTS AND ISSUES:

In mid-2011, CSA expressed the desire for installation of sod rather than sprigging as provided for in the original CSA Field Use Agreement. CSA agreed to pay the County \$100,000 in two (2) \$50,000 installments – September 2011 and 2012. In addition to payment, the amendment includes the requirement that CSA submit field lighting plans for review and BOC approval.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

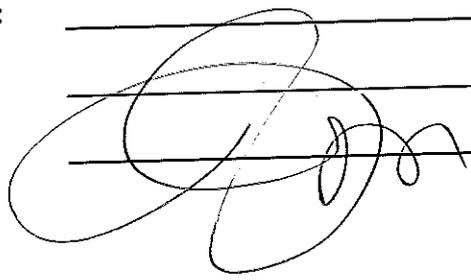
Approval of Amendment No. 1 of the CSA Field Use Agreement.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____



AMENDMENT (NO. 1)

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

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

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

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

ARTICLE XI: RESPONSIBILITY FOR COSTS, Paragraph 2, Page 6: regarding CSA's responsibility to assume the costs for the initial and annual sprigging of all soccer fields is amended as described below:

1. Annual grassing and sprigging remains the full responsibility of the CSA.
2. All landscaping and all other grassing costs not specifically described below to be provided or performed by the County remain the full responsibility and sole obligation of the CSA; including but not limited to CSA installing or causing to have installed any and all field preparations and grassing (by any method) outside the limits of the solid sod being provided and installed by the County. Such additional field preparations, if any, that may be undertaken by CSA, by this Amendment, strictly and specifically excludes any grading or re-grading of any fields or any areas of the soccer complex.
3. The County assumes full responsibility for the following duties and costs with regards to the preparations and grassing of the seventeen (17) soccer/athletic/multipurpose fields of the total Cherokee County Soccer Complex at Blalock Road:
 - a. Improvements to the existing detention ponds and the drainage structures to increase the volume of water for irrigation purposes.
 - b. Irrigation system (for the 17 soccer/athletic/multipurpose fields and the lower soccer playing/practice-only fields) and piping for all fields, including drilling of (not more than three) wells for purposes of replenishing the detention ponds.
 - c. Preparation of fields to receive solid sod shall include fine grading for preparation for solid sod only; at a total quantity of not to exceed 700,000 square feet of solid sod.
 - d. Initial Grassing of selected fields, as set forth in general below:
 - i. Tifway 419 Hybrid Bermuda sod will be installed at the seventeen (17) soccer/athletic/multipurpose fields of the total soccer complex, including the four (4) large fields on the upper level of the soccer complex, and the mid-size fields, and the smaller fields, at a total quantity not to exceed 700,000 square feet of field preparations and grassing by the solid sod method.
 - ii. No additional field preparation or site grading work will be performed at any remaining fields, or adjacent to any field, or at any other areas of the total soccer complex by the County.
 - iii. The lower soccer playing/practice-only fields recently constructed by the County, and the areas along the roadways disturbed by the recent underground utility

- work by others under the County's control, will be (Common Bermuda) grassed through the hydro-seeding or hand-seeding method by Cherokee County, or its designated contractor or vendor.
- iv. No additional field preparation work or grassing (by any method) will be performed at any remaining fields or areas of the total soccer complex by the County.
 - v. Therefore, all other areas that may require grassing, by any method, as may be determined by CSA, remains and is the full responsibility of CSA, at no additional cost or action by the County.
- e. Upon completion by the County, through its contractor(s) for all pond improvements, well drilling, irrigation system, and grassing (by any of the method described above by the County) the CSA shall immediately assume all responsibilities for watering of all grassed areas and shall become fully responsibility for maintaining that full stand of grass installed by the County through its contractors.
4. All other grassing for all remaining fields is the sole responsibility of CSA; however, CSA is specifically prohibited from conducting or having conducted any additional or further grading at any location of the total soccer complex, for any reason or under any circumstances; without the express prior written permission and approval of the County.
 5. In consideration of the County providing and performing the above additional services and actions to prepare and grass (by solid sod) the soccer complex, CSA confirms its prior verbal commitments, and agrees by execution herein of this Amendment to the Park Use Agreement, to contribute and make the following payments to the County:
 - a. One Hundred Thousand and 00/100 Dollars (\$100,000.00) in two equal payments:
 - i. On or before September 1, 2011, the first Fifty Thousand and 00/100 Dollars (\$50,000.00) and
 - ii. On or before September 1, 2012, the second and final Fifty Thousand and 00/100 Dollars (\$50,000.00.)
 - b. It is further agreed and understood by CSA, that should either of the above payments not be made as herein described and required, including the dates for the payments, the entire Park Use Agreement between Cherokee County (the "County") and the Cherokee Soccer Association ("CSA") shall immediately become void, and the County shall have the right to immediately take whatever actions it deems appropriate and necessary to seek other operators or users of the Cherokee County Soccer Complex at Blalock Road, and shall have no further obligations to or with CSA.

ARTICLE IX: IMPROVEMENTS, Page 3: regarding the provisions of this Paragraph, because the County has made certain provisions and assurances to the surrounding neighbors and neighborhoods immediately adjacent to and surrounding the soccer complex regarding field lighting, CSA is prohibited from installing or causing to have installed field lighting without the prior written permission and approval of the County.

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

IN WITNESS THEREOF, the County and the CSA have caused the Park Use Agreement between the Parties to be Amended as set forth above by execution of their respective names by their duly authorized officers and have caused this **AMENDMENT (NO. 1)** to be dated as of the:

[Signatures on following page]

17th day of January, 2012.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L. B. Ahrens, Jr., Chairman

ATTEST:

APPROVED AS TO FORM:

Christy Black, County Clerk

Angelia Davis, County Attorney
JARRARD & DAVIS, LLP

Approved by CSA Board, as of the _____ day of _____, 2012.
CHEROKEE SOCCER ASSOCIATION (CSA)

By: CSA Board President

ATTEST:

By: CSA Board Secretary/Treasurer

STATE OF GEORGIA
COUNTY OF CHEROKEE

RESOLUTION NO. 2012 - R - 001

WHEREAS, the Board of Elections and Registration of Cherokee County has requested that the Cherokee County Board of Commissioners set qualifying fees for various County offices within Cherokee County for the 2012 General Election pursuant to O.C.G.A. § 21-2-131(a); and

WHEREAS, the Board of Commissioners desires to comply with said request from the Board of Elections and Registration.

NOW, THEREFORE, BE IT RESOLVED by the Cherokee County Board of Commissioners and it is hereby enacted pursuant to the authority of the same that the following qualifying fees for the General Election to be held on Tuesday, November 6, 2012 are hereby set, and shall be published prior to February 1, 2012 as required by law, as follows:

1. Board of Commissioners Member Post 2	\$900.00
2. Board of Commissioners Member Post 3	\$900.00
3. School Board Members	\$216.00
4. Clerk of the Superior Court	\$2,533.76
5. Judge of the Probate Court	\$2,533.76
6. Cherokee County Sheriff	\$2,597.16
7. Cherokee County Tax Commissioner	\$2,533.76
8. Judge of the State Court	\$3,921.81
9. Chief Judge of the Magistrate Court	\$2,533.76
10. Chief Judge of the State Court	\$3,921.81
11. Cherokee County Coroner	\$35.00
12. Cherokee County Surveyor	\$35.00

ADOPTED this 17th day of January, 2012.

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

Attest:

Christy Black, County Clerk



**Cherokee County
Elections & Registration**

Janet R. Munda
Supervisor
Elections & Registration

400 E. Main Street
Canton, Georgia 30114
Phone: 770-479-0407
Fax: 770-479-9791

Subject: Qualifying Fees for 2012 Elections

1. The offices of the Judge of Probate Court, Clerk of Superior Court, Chief Magistrate, Tax Commissioner, Sheriff, Chief State Court Judge, State Court Judge, Coroner, Surveyor, certain District Commissioner positions (*Post 2 East & Post 3 West*), and certain School District Board Member positions (*Post 2, 4, & 7*) are scheduled for elections in 2012.
2. The Official Code of Georgia Annotated (O.C.G.A.) §21-2-131(a)(1)(A) establishes the time and publishing requirements of qualifying fees for county and municipal offices as follows:

“The governing authority of any county or municipality, not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held...shall fix and publish a qualifying fee for each county or municipal office to be filled in the upcoming primary or election.”
3. The Official Code of Georgia Annotated (O.C.G.A.) §21-2-131(a)(1)(A) establishes the proper process for calculating the qualifying fee for the offices of Chief State Court Judge, State Court Judge, Coroner, Surveyor and School District Board Members as follows:

“...such fee shall be 3 percent of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law if a salaried office.”
4. Official Code of Georgia Annotated (O.C.G.A.) §21-2-131(a)(1)(B) establishes the proper process for calculating the qualifying fee for the offices of Judge of Probate Court, Clerk of Superior Court, Sheriff, Tax Commissioner, and Chief Magistrate as follows:

“For the offices of clerk of the superior court, judge of the probate court, sheriff, tax commissioner, and magistrate, the qualifying fee shall be 3 percent of the minimum salary specified in subsection (a) of Code Section 15-6-88, paragraph (1) of subsection (a) of Code Section 15-9-63, subsection (a) of Code Section 15-10-23, paragraph (1) of subsection (a) of Code Section 15-16-20, and paragraph (1) of subsection (b) of Code Section 48-5-183, exclusive of supplements, cost-of-living increases, and longevity increases.”
5. O.C.G.A. §21-2-131(a)(1)(B) establishes the method for setting the qualifying fee for the offices of Commissioner as follows:

“For the office of members of the county governing authority, the qualifying fee shall be 3 percent of the base salary established by local Act of General Assembly...exclusive of compensation supplements for training, provided for in Code Section 36-5-27 and cost-of-living adjustments pursuant to Code Section 36-5-28.”

6. Salary amounts needed to compute qualifying fees for the 2012 elections should be provided by the Cherokee County Human Resources Department, the Clerk of the Cherokee County Commission, and the Office of the Cherokee County School District Superintendent. Please list below the salaries so the qualifying fees may be calculated in accordance with the above referenced Sections of the O.C.G.A and approved by the Governing Authority:

Title	<u>2011 Salary</u>	<u>Fee (3%)</u>
Judge of Probate Court	\$	\$
Clerk of Superior Court	\$	\$
Chief Magistrate	\$	\$
Tax Commissioner	\$	\$
Sheriff	\$	\$
Chief, State Court Judge	\$	\$
State Court Judge	\$	\$
Coroner	\$	\$
Surveyor	\$	\$
Commissioner	\$	\$
School Board Member	\$	\$

The qualifying period for partisan and nonpartisan elections is scheduled for May 23, 2012 through May 25, 2012 at noon.

Prepared by:
 Janet Munda
 Cherokee County Elections and Voter Registration.

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

January 3, 2012

3:00 p.m.

Cherokee Hall

AGENDA

1. Presentation of the proposed 2012 budget by Janelle Funk.
2. Review of Majestic/Taubman project for possible outlet center at Hwy. 92 / I-75.
3. Discussion of Regular Agenda Items.

Executive Session to Follow



CHEROKEE COUNTY



“UNIQUE SELLING POINTS”

(USP'S)

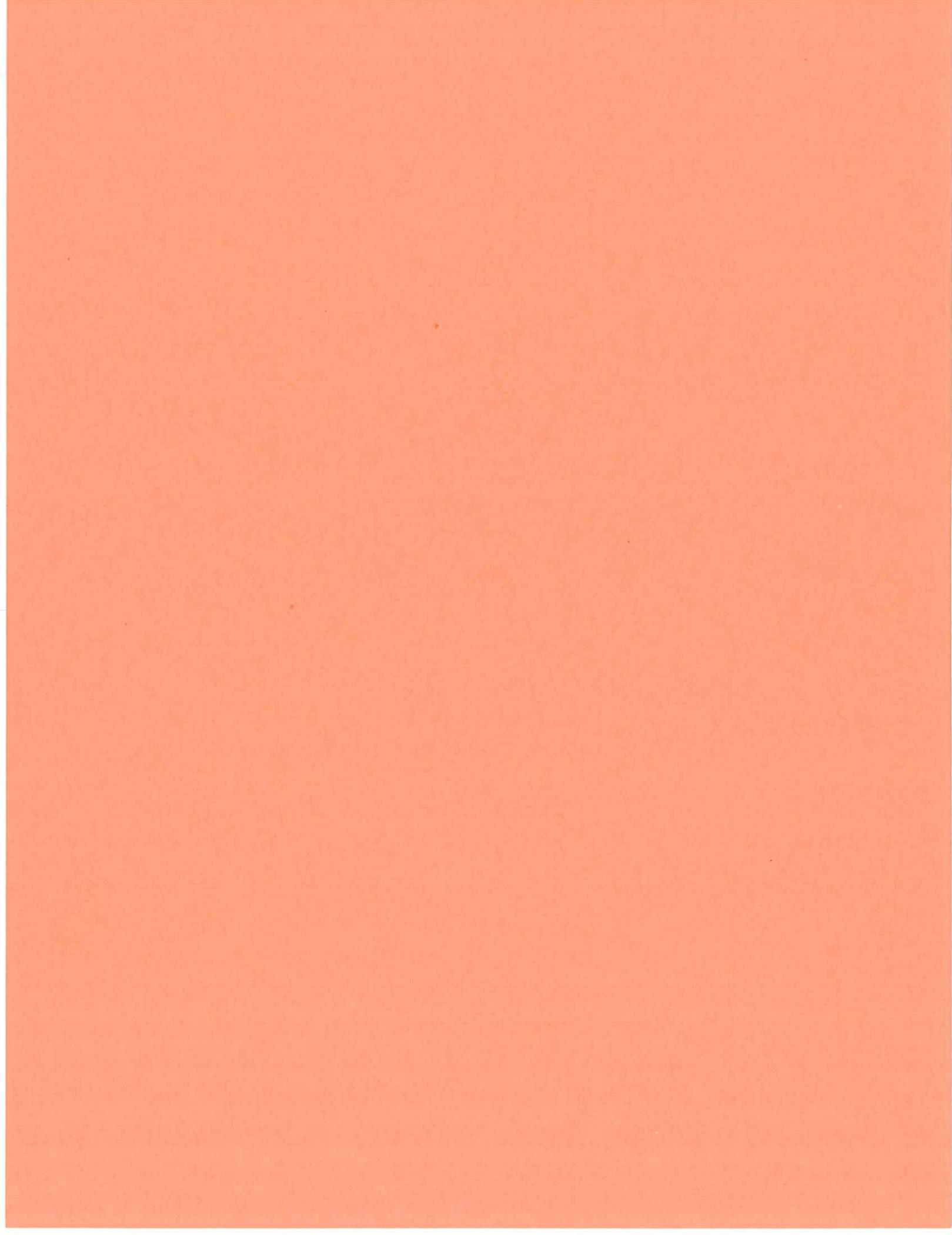
EMOTIONAL

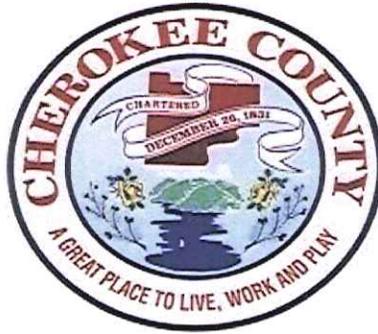
- Room to breathe
- Foothills of Blue Ridge Mountains
- Water Recreation – Rivers & Lakes
- Equine Character
- “Pro Business”
- Native American Heritage



RATIONAL

- Nat'l Law Enforcement Accreditation
- State Marshal Accreditation – only 4 in GA
- Fire/EMS one of top 15 places to work in GA
- #1 EMS Agency in State – 2009
- E911 Call Center of year – 2009
- E911 National Accreditation
- Schools rate HIGH in State 'metrics'
- Lowest General Fund Tax rate in State
- 2nd Lowest County Tax Rate in Metro
- Lowest Employee Per Capita in Metro
- High Bond Rating AA+ (AAA is highest)
- Drought & Drinking Water Resources
- Airport Expansion / new Terminal
- Expanding Regional Hospital / Health Services (\$250 million investment)
- Housing values / alternatives
- Diverse Labor force / 'White Collar initiative'
- Major Retail Expansion[s] Underway
- Opportunity Zone – Highway 92 SW
- Re-branding Development Authority = Cherokee Office of Economic Development
- Expanding Technical College/Reinhardt Univ
- \$90 Million Recreation Expansion Plan – active parks, trails, aquatics ctr, greenspace
- Bluffs Parkway – Class A office site
- Atlanta Gas Light \$100 million expansion
- Five diverse Cities
- “Entrepreneur Friendly Designation”
- “Work Ready” County Certification
- State recognition / Chamber of Commerce





Cherokee County Board of Commissioners

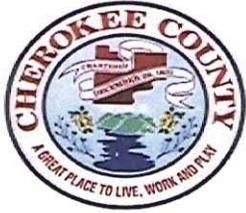
2012 BUDGET OVERVIEW





2012 Budget – Review Tools

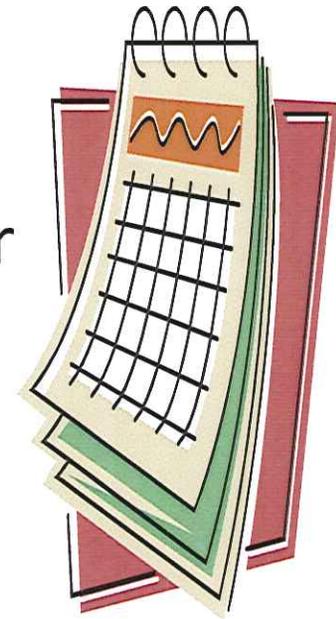
- 2012 Budget Overview – 50+ Page Summary
 - Includes assumptions, review of major funds, headcount summary, review of significant expenditures, glossary of all funds
- 2012 Budget Book
 - Includes Operating Statements and Headcount Reports (By Position Description) for Each Department
 - Just the General Fund is 200+ pages
- Both will be on County Website Today
- Hard Copy Available for Public Review – See County Clerk
- Public Hearing on January 17, 2012 at 6 pm in Cherokee Hall (BOC Meeting Room at Bluffs Admin Building)



Change In Fiscal Year

Cherokee County is changing our fiscal year

- from January 1 – December 31
- to October 1 – September 30



Benefits:

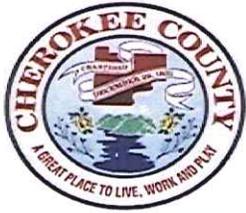
- Better matching of current year revenues with current year expenses – so we can operate on a truer cash basis
- More transparent presentation of fund/cash balances at September 30
- Budget preparation will be closely timed with millage rate setting process (millage rates adopted in late July)
- Health insurance plan runs Oct 1 – Sept 30



Change In Fiscal Year

First Year Implementation

- 2012 is a short year: January 1 – September 30 (9 months)
 - 2012 Budget Reports reflect historical calendar years, but also a “9 month comparable” to 2011 (see columns under “Short Fiscal”)
 - We believe providing a “9 month comparable” is more transparent to interested parties – so they can see true budget changes
- Fiscal Year 2013 will then be: Oct 1, 2012 – Sept 30, 2013
- We will complete annual audit/2011 CAFR in March – June 2012 timeframe
- We will be developing the 2013 Budget in overlapping timeframe
- Due to limited resources and timing of 2011 audit – budget information available for July 2012 millage rate process will be work-in-progress
- We will be required to complete a second audit/CAFR in 2012 to close the Jan 1 – Sept 30, 2012 short year



County Wide Summary

BUDGETS	2010	2011	2012
Calendar Year	\$196.1	\$178.4	
9 Month Comparable	\$147.1	\$133.8	\$132.3
2011 v 2010 Decrease		-9.0%	
2012 v 2011 Decrease			-1.1%

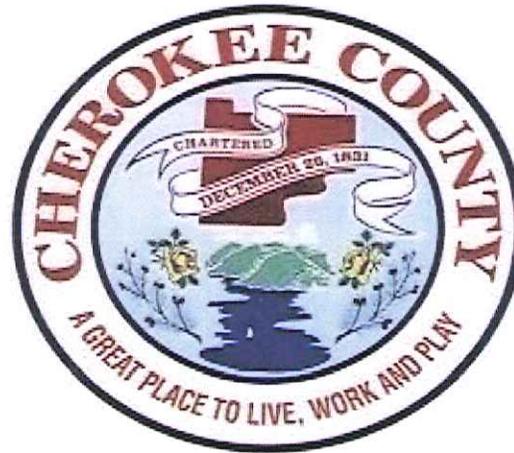
On a comparative basis, the 2012 Budget has decreased \$1.4M, or 1.1%

- Operational expenses decreased \$2.4M, or 2.7%
- Capital investment spending increased \$0.9M, or 2.1%
 - Increased SPLOST spending driven by reserves and anticipated sales tax collections – no increase to the taxpayer
 - Increased Parks Bond spending represents construction underway, utilizing reserves and voter approved bond proceeds – no increase to the taxpayer



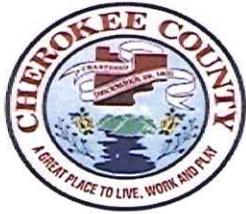
CHEROKEE COUNTY BOARD OF COMMISSIONERS
EXPENSE SUMMARY BY FUND
2012 BUDGET COMPARISON TO 2011 BUDGET AT 75%

	<u>2011 Budget (75%)</u>	<u>2012 Budget</u>	<u>Change</u>	<u>%</u>
General Fund Operations	39,681,868	38,997,701	(684,166)	-1.7%
Utilities/Insurance/Workers Comp	1,566,359	1,497,941	(68,418)	-4.4%
Office of Economic Dev	760,235	702,750	(57,485)	-7.6%
Total General Fund	42,008,462	41,198,392	(810,070)	-1.9%
Fire	13,735,012	13,193,864	(541,148)	-3.9%
EMS	5,064,690	4,928,354	(136,336)	-2.7%
E911	3,203,132	3,128,866	(74,266)	-2.3%
Insurance Premium Tax	4,447,449	4,518,236	70,787	1.6%
Parks & Rec (CRPA)	1,974,005	2,324,428	350,423	17.8%
Insurance & Benefits	7,551,812	7,503,018	(48,794)	-0.6%
Senior Services	930,024	868,230	(61,794)	-6.6%
Animal Shelter	714,012	751,619	37,607	5.3%
Transportation	1,231,312	905,334	(325,978)	-26.5%
Fleet Maint	1,066,145	1,154,090	87,945	8.2%
Total Major Ops	81,926,055	80,474,431	(1,451,624)	-1.8%
Multiple Grant	1,420,326	298,074	(1,122,252)	-79.0%
DUI Court	289,999	258,430	(31,569)	-10.9%
Jail	657,431	844,500	187,070	28.5%
Law Library	114,000	105,610	(8,390)	-7.4%
Sheriff Forfeitures	0	131,965	131,965	0.0%
Victim/Witness	144,464	158,445	13,982	9.7%
DATE	114,375	126,965	12,590	11.0%
Hotel/Motel Tax	60,000	88,850	28,850	48.1%
DA Confiscated Assets	30,000	30,000	0	0.0%
CDBG	1,343,935	2,092,046	748,111	55.7%
Resource Recovery	914,492	0	(914,492)	-100.0%
Conference Center	242,026	271,253	29,227	12.1%
SO Confiscated Assets	75,000	75,270	270	0.4%
SO Commissary	225,000	225,045	45	0.0%
Total Other Funds	5,631,046	4,706,453	(924,594)	-16.4%
TOTAL OPERATING	87,557,102	85,180,884	(2,376,218)	-2.7%
Impact Fees	300,000	0	(300,000)	-100.0%
SPLOST	23,613,660	27,793,531	4,179,871	17.7%
Parks Bond	12,935,424	15,000,000	2,064,576	16.0%
Total Capital Projects	36,849,084	42,793,531	5,944,447	16.1%
Debt Service	9,367,714	4,375,382	(4,992,332)	-53.3%
TOTAL CAPITAL RELATED	46,216,798	47,168,913	952,115	2.1%
ALL	133,773,900	132,349,796	(1,424,103)	-1.1%



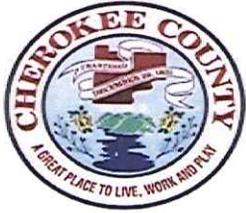
Revenue Assumptions/ Expense Guidance

2012 BUDGET

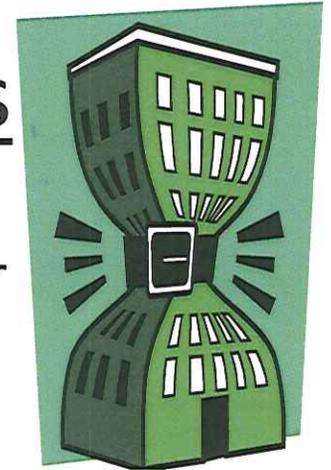


Revenue Assumptions

- Each Revenue Source Specifically Budgeted
 - Each Object Code
 - Each Fund
 - By Month
 - Either Contract Amounts, or Estimate of Known Amounts Based on Historical
 - Property Taxes at 2011 Millage Rates
 - 95% Collection of Current year
 - 5% Collection of Prior Years
 - SPLOST Taxes at 2010 Rates (slightly less than 2011 experience)
 - Fines & Forfeitures at 2011 Sept YTD levels
 - No Sale of Assets



Expense Budget Assumptions



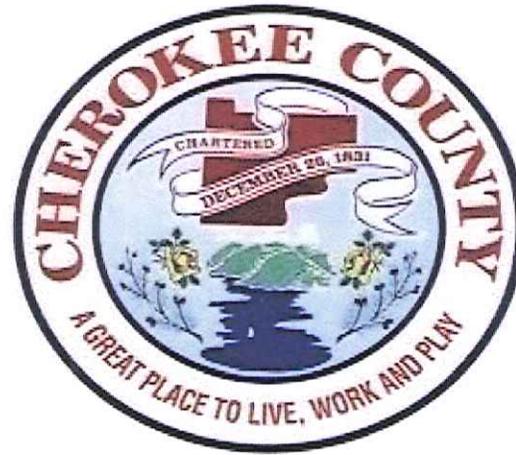
- In general, all departments were instructed to limit their 2012 Budget to 75% of the 2011 Budget
- Exceptions:
 - Any increase or decrease included in the millage rate setting process:
 - Fuel and Electricity cost increases (increase in rate, not consumption)
 - Legal cost decreases
 - Elections allowed to increase for presidential election year
 - Timing differences for lump-sum expense payments (e.g. software maintenance contracts requiring full payment in first 9 months, could not be limited to 75%)
 - Departments impacted by eliminated positions were required to first reduce their baseline for the salary/benefits savings, and then the 75% Target was calculated



One-Time Funding Sources

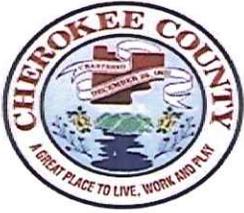
Amounts Reflect 9 Month Short Year:

- Utilization of Pension Credit \$1.4M (\$1.9M for 12 months)
- Additional Jail Fund Funding \$638k (\$851k for 12 months)
- No Sale of Assets Budgeted



Headcount/Personnel Summary

2012 BUDGET



Headcount – FT Positions Eliminated

Incentivized Selective Retirement Plan	
	Positions
Fire	10
Sheriff	4
Marshal/Code Enforcement	1
IT	1
District Attorney	1
Total	17
Reorganization/Other Eliminations	
	Positions
Planning & Zoning	2
Development Inspection	1
Marshal/Code Enforcement	1
Community Services/CATS	3
Tax Commissioner	3
Clerk of Court	4
Property Management	1
Total	15
TOTAL	32

The County eliminated 32 FT positions through an Incentivized Selective Retirement Plan, consolidating organizations, eliminating a few vacant positions, and replacing FT positions with PT positions.

During this reorganization, some existing positions required promotions in order to ensure the County could still cover required services.

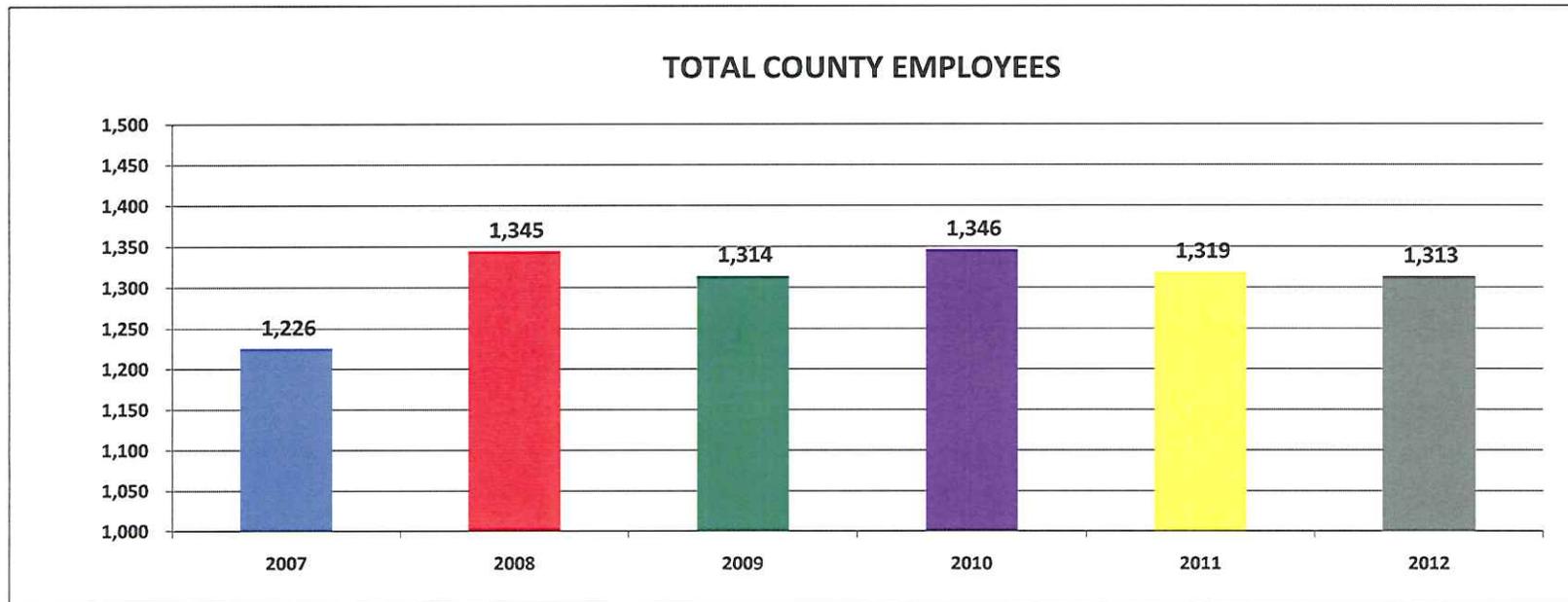
On a net basis, these changes will save the County \$1.0M annually.

Please note: There were 5 other positions eliminated in 2011, but these were part of 2011 Planning , and these positions were eliminated mid-year. Therefore the headcount report reflects a net reduction of **37 FT** positions.



HEADCOUNT REQUIRED TO SUPPORT COUNTY

	Average # of Filled Positions Throughout Time Period				Budget	
	2007	2008	2009	2010	2011	2012
Full Time	1,127	1,221	1,208	1,210	1,192	1,155
Part Time	99	124	107	136	127	158
Total County Employees	1,226	1,345	1,314	1,346	1,319	1,313
State Employees	14	18	18	18	18	18
Total Headcount Supporting County	1,240	1,362	1,332	1,364	1,337	1,331



Variance Notes

2008 FT Headcount increased by 94 primarily due to CRPA joining the County in mid-2007 (17 positions), and a commitment to fill vacant and also add Public Safety positions (Sheriff Office + 22, Fire +20, EMS +16, and E911 +4), and an increase in Judicial Services (+7)

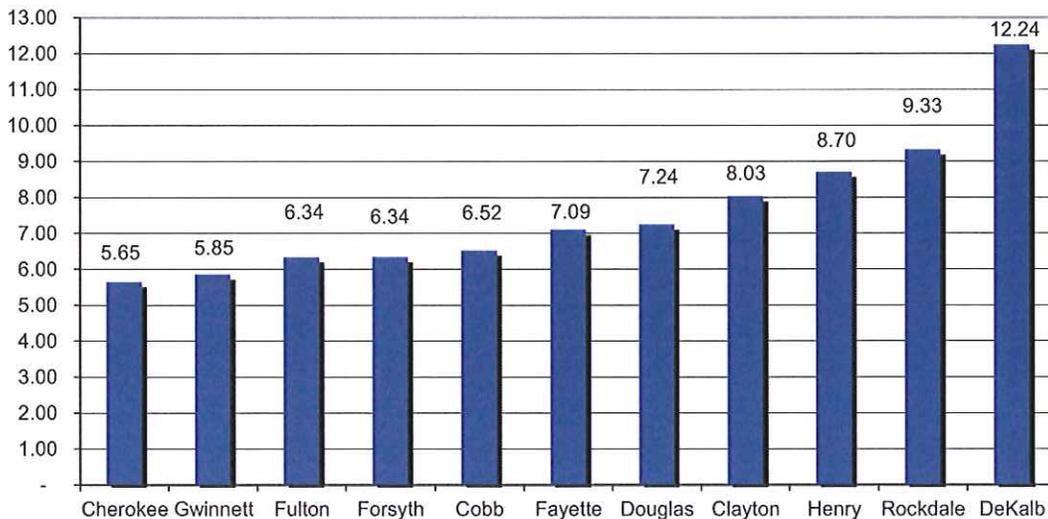
2008 PT headcount increased by 25 primarily due to CRPA joining the County in mid-2007 (16 positions), and election poll workers (6 positions)

2010 PT positions increased over 2009 primarily due to more election workers required for a presidential election year (+26)

2012 FT Headcount decreased 37 positions due to the ISRP (17 positions) and reorgs/eliminations of vacants & replacements with PT positions (15 positions). In addition 5 FT positions had been planned to be eliminated in mid-year 2011.

2012 PT Headcount increased to help offset the gap created by FT position eliminations, the hiring of a Fire/EMS recruit class, and creation of more PT positions within CRPA for new programs

Employees Per Capita
(Number Employees Per 1,000 Population)



Conclusions

Cherokee County has the lowest general fund millage rate in the State of Georgia at 4.720 mills – moving up from 4th lowest in 2007, and ranks second lowest in the ARC – Metro Atlanta region in total property tax rates⁸ and 29th state-wide. Forsyth County has the “lowest property tax rate” in the region but has an additional 1% sales tax, which Cherokee does not have. Based on governmental fund⁹ tax revenue received in Cherokee County, the tax burden increased 9.81% or less than 1% annually from 2000 to 2010 – from \$403.04 per person to \$445.50 per person. During this same period, per capita income¹⁰ in Cherokee County grew 38.3% or 3.83% annually - from \$24,871 to \$34,388. Cherokee County’s per capita tax burden of \$442.56 is the 2nd lowest in the ARC – Metro Atlanta Region. Douglas County¹¹ has the lowest per capita tax burden of \$432.99 in 2009, while Fulton County has the highest per capita tax burden totaling \$852.29.

During the past decade, government spending in Cherokee increased from \$462.41 per capita to \$653.81 per capita – an increase of 41.39% or 4.14% annually. During this same period, the rate of inflation change totaled 31.2%¹² or 3.1% annually, while the population growth in Cherokee County changed 51.1% or 5.1% annually – resulting in a total change of 82.3% or 8.2% annually. Cherokee County’s per capita spending of \$653.81 is the 2nd lowest in the ARC – Metro Atlanta Region. Fayette County has the lowest per capita spending of \$646.30, while Rockdale County has the highest per capita spending totaling \$1,044.59.

Cherokee County has the lowest number of employees per capita totaling 5.65 per 1,000 residents, while DeKalb County has the highest number of employees per capita of 12.24.

⁸ Total property tax rates include: General M&O, Fire District, Special Districts, County Bonds, School District M&O and School Bond

⁹ Government Funds is defined as funds generally used to account for tax supported activity (i.e., general operations, public safety, courts, community development, parks, etc.), and includes General Fund, Fire District Fund, Park Bond, Insurance Premium Tax Fund, and SPLOST. Taxes used to pay for said services include General and Fire M&O property taxes, Park Bond property taxes, Insurance Premium Taxes and Sales Taxes (SPLOST)

¹⁰ Total personal income (including wages, dividends, interest, rent, and government payments) divided by the total population. *Data source: Bureau of Economic Analysis.*

¹¹ Douglas county residents approved a 1% SPLOST effective January, 2010. It is estimated that tax revenue generated from the new 1% sales tax will total over \$21 million annually, which will increase the tax burden on residents from \$432.99 to \$595.38

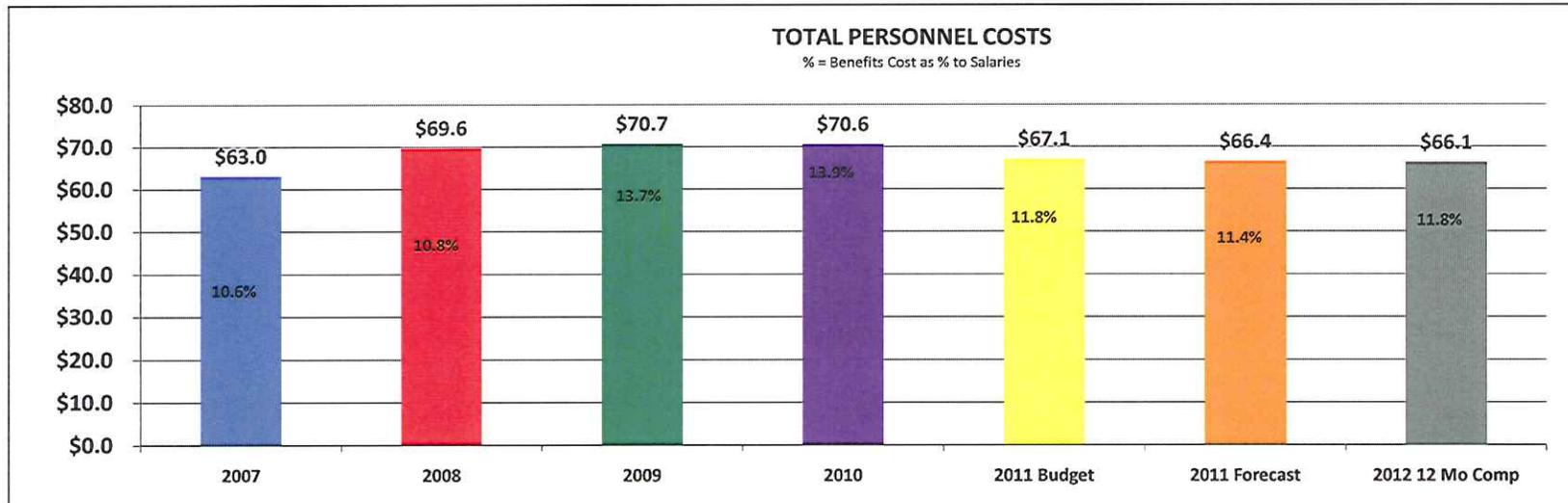
¹² <http://www.usinflationcalculator.com>



PERSONNEL COSTS

	2007	2008	2009	2010	2011 Budget	2011 Forecast	2012 12 Mo Comp	2012 Budget
Salaries	\$50,201,077	\$55,294,868	\$54,495,768	\$54,268,333	\$53,963,078	\$ 53,545,846	\$ 53,265,997	\$ 39,949,498
Benefits (County Paid)	5,303,717	5,956,007	7,491,315	7,548,554	6,343,262	6,128,634	6,287,237	4,715,428
Payroll Taxes	3,656,087	4,065,169	3,947,609	3,890,605	4,164,411	4,096,257	4,044,816	3,033,612
Retirement Contributions	3,286,121	3,677,068	3,623,413	3,187,128	1,193,086	1,066,736	1,114,636	835,977
Unemployment	15,641	5,889	112,317	35,938	49,226	27,223	37,723	28,292
Workers Comp	584,856	641,285	993,882	1,624,875	1,343,697	1,531,668	1,373,943	1,109,176
Total Personnel Costs	\$63,047,499	\$69,640,286	\$70,664,304	\$70,555,433	\$67,056,760	\$66,396,364	\$66,124,353	\$49,671,983
Benefits %	10.6%	10.8%	13.7%	13.9%	11.8%	11.4%	11.8%	11.8%

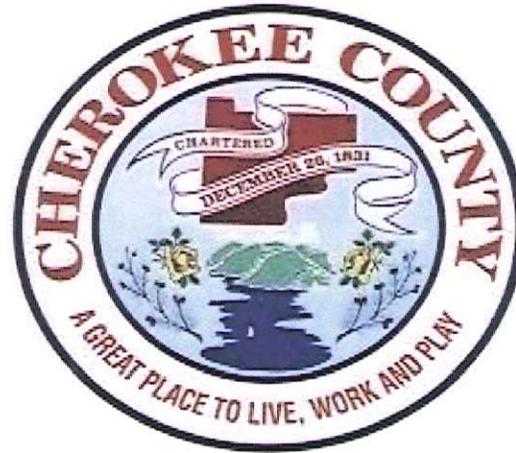
County Paid Benefits Calculation = Total Costs in Fund 605 Less Employee/Retiree Contributions



2011 Salaries Forecast includes ISRP payout of \$959,707.

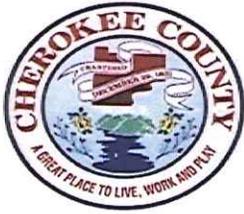
2011 Forecast Benefits: Total claim costs are lower than budget; therefore the Benefits % is lower than budget. However, this should not be interpreted as claims are improving because the lower cost is driven by lower participation.

2011 Forecast Workers Comp: Higher primarily due to the delayed resolution of older claims (resolution occurring in 2011 rather than 2010).



Review of Major Operating Funds

2012 BUDGET

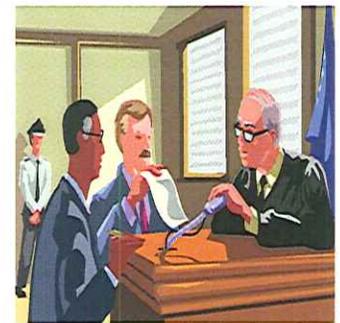


General Fund

BUDGETS	2010	2011	2012
Calendar Year	\$60.6	\$56.0	
75% Target	\$45.5	\$42.0	\$41.2
2011 v 2010 Decrease		-7.6%	
2012 v 2011 Decrease			-1.9%

Significant drivers of \$810k, or 1.9% decrease:

- \$500k savings from ISRP/Position Eliminations
- \$215k increase in Elections Cost due to presidential election year
- \$50k Decrease in Workers Compensation
- \$110k Increase in Fuel and Utilities
- \$460k Transfer of GIS and Animal Control to Insurance Premium Fund (not considered savings, transfer of cost only – however, not reliant on property taxes from county property owners)



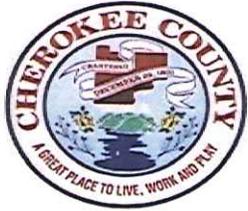


General Fund Transfers:

General Fund provides support to the following funds:

<u>Interfund Transfers</u>	<u>2011 Budget @ 75%</u>	<u>2012 Budget</u>
EMS	403,503	496,709
Parks	548,017	551,442
Transportation		149,128
Animal Shelter	562,019	180,597
Senior Services	441,641	385,225
Grant Match	39,242	39,154
Total	1,994,423	1,802,254

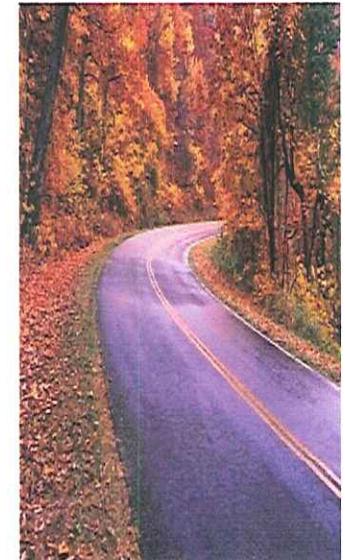
- EMS Fund expenses are budgeted lower in 2012; however, the fund is no longer budgeted to receive funding from the Insurance Premium Fund. This requires an increase from the General Fund.
- Transportation transfer increased over 2011 Budget, due to federal funding sources that were not available as planned.
- Support to Animal Shelter did not decrease; 50% of Landfill Hosting Fees that had been deposited in the General Fund will now fund Animal Shelter directly. Therefore support is ~ equal to 2011. (This direct allocation of landfill fees was required for GASB 54)
- The transfer to Senior Services decreased with the resolution of a worker's comp case



Insurance Premium Tax Fund



BUDGETS	2010	2011	2012
Calendar Year	\$7.0	\$5.9	
75% Target	\$5.3	\$4.4	\$4.5
2011 v 2010 Decrease		-15.6%	
2012 v 2011 Increase			1.6%



Factors contributing to the fund increasing \$70k or 1.6%:

- \$185k savings from ISRP/Position Eliminations
- \$55k Increase in Fuel and Utilities
- \$263k decrease – elimination of transfer to EMS Fund
- \$460k Transfer of GIS and Animal Control to Insurance Premium Fund (not considered increase, transfer of cost only)

Note: The Georgia Commissioner of Insurance collects insurance premium tax from insurance companies and distributes to counties based on population. This revenue is intended to cover services provided primarily to residents of the unincorporated area. Therefore, services provided by departments in this fund are not funded by property taxes.





Fire Fund



BUDGETS	2010	2011	2012
Calendar Year	\$19.4	\$18.3	
75% Target	\$14.6	\$13.7	\$13.2
2011 v 2010 Decrease		-5.6%	
2012 v 2011 Decrease			-3.9%

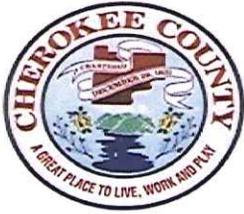


Significant drivers of \$541k, or 3.9% decrease:

- \$615k savings from ISRP, partially offset by promotions and hiring PT employees
- \$50k Increase in Workers Compensation (for carryover cases)
- Increase in Fuel and Utilities, but other operating expenses cut

Note: The Fire District millage rate for 2011 is 3.129. In addition, the Fire District receives fire protection revenue from cities in the county of \$0.9M.





Transportation Fund



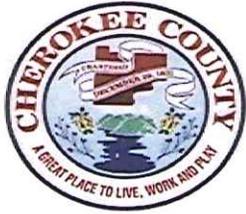
BUDGETS	2010	2011	2012
Calendar Year	\$2.2	\$1.6	
9 Month Comparable	\$1.6	\$1.2	\$0.9
2011 v 2010 Decrease		-24.3%	
2012 v 2011 Decrease			-26.5%



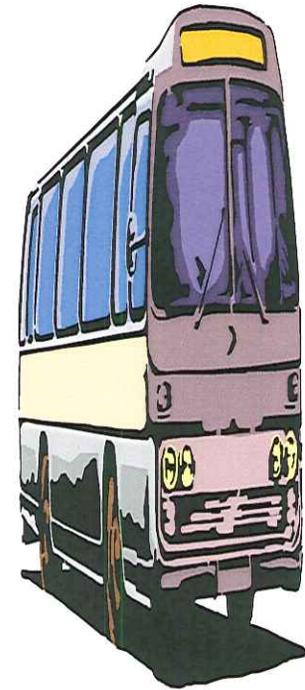
Significant drivers of \$326k, or 26.5% decrease:

- In 2011 we discovered federal operating grants were budgeted, but not available
- The new Management Team reviewed available funding and necessary services
- The majority of federal funding available is capital related. Management decided capital assets are not required at this time, so capital expenditures were removed from the budget ~ \$325k.
- While overall costs remained relatively constant, because the fund will not receive federal operating support for the Canton route, and grant funding has also been reduced for the rural route and the van pool, the General Fund will be required to cover the \$149k shortfall.

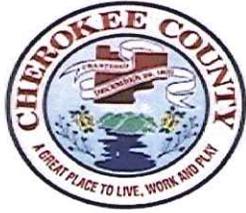
Note: This fund is budgeted to receive \$479k in grant support. Other revenue is budgeted at \$277k. Therefore 84% of expenditures are budgeted to be covered by sources other than property taxes.



Transportation Fund



2012 BUDGET (9 MONTH SHORT FISCAL YEAR)					
Urban "Canton" Route (FIXED)	Rural Route (5311)	Van Pool (G266)	Urban Route Fed Grant - Capital Only (ARRA1)	Rural Route Fed Grant - Capital Only (ARRA2)	TOTAL
Grant Funding	\$0	\$173,800	\$66,000	\$191,428	\$479,228
Passenger Fares	\$14,250	\$18,750	\$0	\$0	\$33,000
Other External Revenue	\$0	\$243,978	\$0	\$0	\$243,978
TOTAL REVENUE	\$14,250	\$436,528	\$66,000	\$191,428	\$756,206
TOTAL EXPENSES	\$73,568	\$509,838	\$82,500	\$191,428	\$905,334
GAIN/LOSS	(\$59,318)	(\$73,310)	(\$16,500)	\$0	(\$149,128)
GENERAL FUND TRANSFER					\$149,128
BALANCE					\$0



E911 Fund



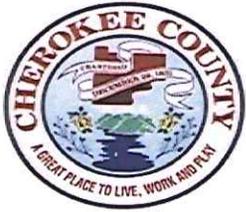
BUDGETS	2010	2011	2012
Calendar Year	\$4.5	\$4.3	
9 Month Comparable	\$3.3	\$3.2	\$3.1
2011 v 2010 Decrease		-4.3%	
2012 v 2011 Decrease			-2.3%



Significant drivers of \$74k, or 2.3% decrease:

- Telephone companies qualify for reimbursements once they achieve compliance.
- Since the 2011 actual reimbursement expenses are forecast to be 30% under budget, the 2012 Budget was adjusted for a similar trend. ~ \$87k
- The Workers Comp Budget increased \$15k for a specific claim.

Note: The E911 Fund receives no support from the General Fund/property taxes. All revenues are collected through fees charged by phone companies.



EMS Fund



BUDGETS	2010	2011	2012
Calendar Year	\$6.9	\$6.8	
9 Month Comparable	\$5.2	\$5.1	\$4.9
2011 v 2010 Decrease		-2.5%	
2012 v 2011 Decrease			-2.7%



Significant drivers of \$136k, or 2.7% decrease:

- In 2011 EMS has been able to delay costs, and is forecast to be under the 2011 budget
- The EMS budget for 2012 was reduced to be more in line with the 2011 forecast
- It is also expected that with new ambulances, vehicle maintenance will decrease

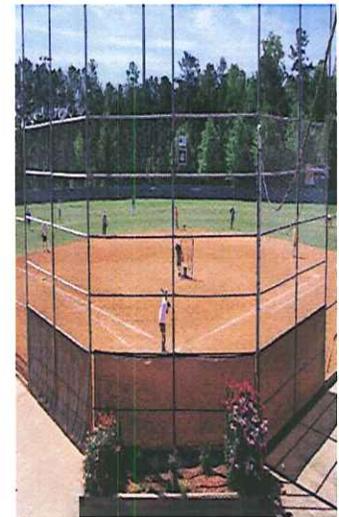
Note: True cash expenses are budgeted to be \$3.1M. Due to very successful billing and collections, the EMS Fund generates enough revenue to cover 84% of its expenditures. The General Fund only provides 16% of this fund's cash requirements.



Parks & Recreation Fund



BUDGETS	2010	2011	2012
Calendar Year	\$2.8	\$2.6	
9 Month Comparable	\$2.1	\$2.0	\$2.3
2011 v 2010 Decrease		-6.8%	
2012 v 2011 Increase			17.8%

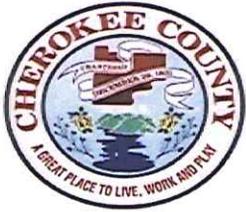


Significant drivers of \$350k, or 17.8% increase:

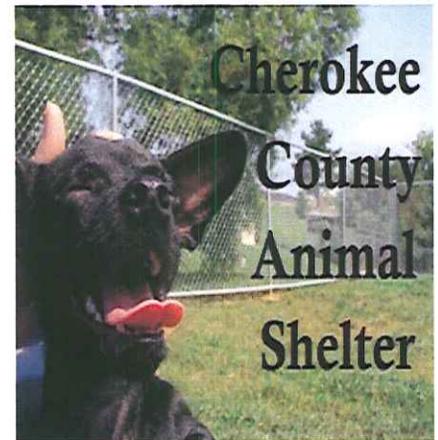
- The Parks & Recreation organization added the Cherokee Youth Basketball association into their operations. This program will add \$350k to expenses, but also ~ \$400k to revenues.

Note: CRPA is budgeting \$1.1M in program fees to cover 47% of expenditures. Alcoholic beverage taxes provide an additional \$650k of funding. Together, CRPA expenditures are 75% covered by sources other than property tax.





Animal Shelter Fund

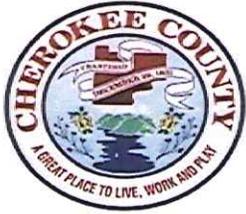


BUDGETS	2010	2011	2012
Calendar Year	\$0.9	\$1.0	
9 Month Comparable	\$0.7	\$0.7	\$0.8
2011 v 2010 Increase		1.1%	
2012 v 2011 Increase			5.3%

Significant drivers of \$37k, or 5.3% increase:

- The Animal Shelter is considering new services which will generate higher expenses, but also higher revenues. Revenues for new services have been included in the Budget, but will require BOC approval before implementation.
- If new services are implemented, the additional revenues could cover other increasing operating costs including:
 - Utility costs increased \$6k
 - Health insurance costs increased \$6k in 2012 based on employee changes

Note: This fund receives \$398k of revenue funding from Landfill Hosting Fees, \$173k from adoption fees, contributions, and other shelter services. Therefore, 76% of funding is received from sources other than property tax.



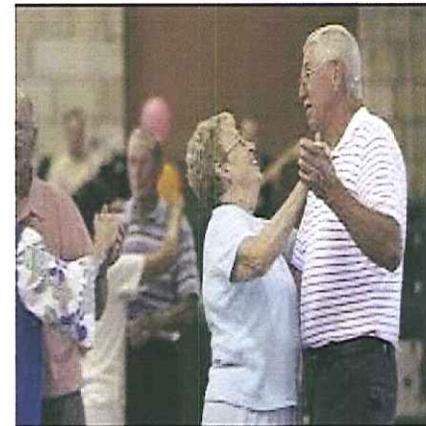
Senior Services Fund

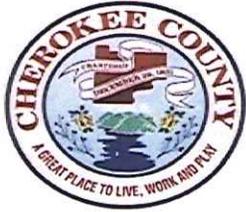
BUDGETS	2010	2011	2012
Calendar Year	\$1.2	\$1.2	
9 Month Comparable	\$0.9	\$0.9	\$0.9
2011 v 2010 Decrease		-0.6%	
2012 v 2011 Decrease			-6.6%

Significant drivers of \$62k, or 6.6% decrease:

- A significant workers comp case was resolved, therefore the budget was reduced.
 - The 2011 Budget for WC = \$105k, the 2011 Forecast = \$65k
 - 2012 WC expenses are budgeted to be \$22k

Note: The Senior Center is budgeting to receive \$459k in federal and state grants for operations . This covers 53% of operating expenditures.

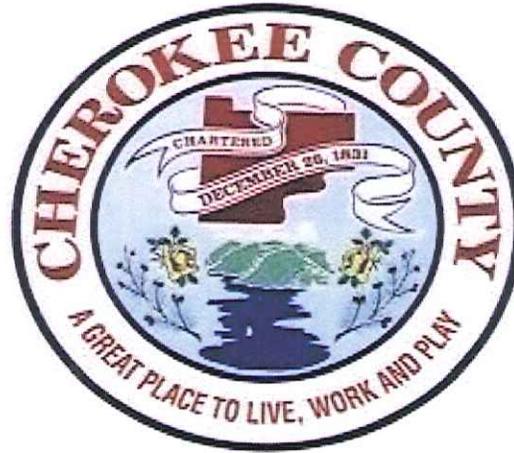




Insurance & Benefits

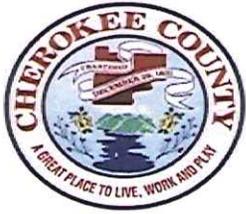


- At the time the Benefits Committee met to discuss the 2012 benefit offerings, weekly claim costs per enrollee = \$146.19 (2010 = \$140.85).
- 2012 Medical Inflation per Gallagher = 5.7%
- Therefore, before plan changes, the 2012 weekly claims/enrollee = \$154.52
- Gallagher estimated that by increasing the deductible to \$750, the weekly cost/enrollee would decrease to \$147.19
- Other costs including BCBS Admin & Gallagher were budgeted at known/contract amounts
- Based on actual enrollment of 945 employees, the total 2012 Budget for Fund 605 – Insurance & Benefits = \$7.5M



Review of Capital Funds

2012 BUDGET



SPLOST FUNDS



BUDGETS	2010	2011	2012
Calendar Year	\$30.0	\$31.5	
9 Month Comparable	\$22.5	\$23.6	\$27.8
2011 v 2010 Increase		5.1%	
2012 v 2011 Increase			17.7%

Significant drivers of \$4.2M, or 17.7% increase:

- Capital funds function much differently than operating funds
- With SPLOST funding, projects are planned over several years, and revenues are spent as the projects are undertaken/completed
- Therefore, spending can vary year-to-year depending on the project plan
- When spending increases or decreases – it is related to the specific projects; it is not a reflection of increased taxes on residents



Library Facilities & Books \$1.95M

SPLOST

PENNIES AT WORK

SPLOST V Revenues & Spending = \$25.7M



Emergency Communication Systems \$400k



Fire Dept Training Center \$2.3M
Misc Cap \$0.4M



Ambulances \$710k



Parks & Recreation \$5.1M
(City Club \$1.4M, Aquatic Center \$2.6M, Various Other \$1.1M)



Law Enforcement \$1.9M
- Training Center



Senior Center Expansion \$450k



Airport \$767k



Roads & Bridges \$ 4.5M



Debt Service \$3.1M
Cities Portion \$4.2M

Parks for Cherokee

Parks Bond 2012 Spending = \$15.0M



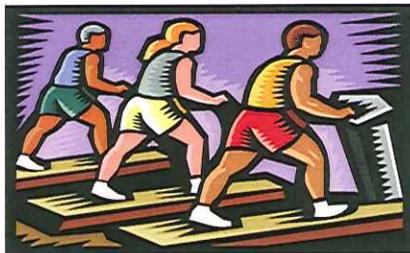
Project
Mgmt/Admin
\$229k



Aquatic Center \$8.250M



Blankets Creek
Bike Trails \$650k



City Club
(Transfer to SPLOST)
\$408k



Soccer Complex
\$850k



Other Parks &
Recreation Projects TBD
\$4.6M