

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

May 1, 2012

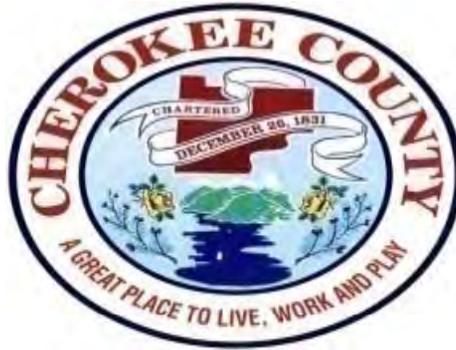
3:00 p.m.

Cherokee Hall

AGENDA

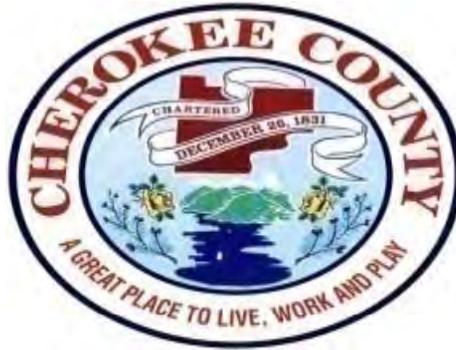
1. First Quarter 2012 Financials presentation by Janelle Funk.
2. Economic Development Update by Misti Martin.
3. Marshal's Office / E 9-1-1 Annual report presentation by Chris Collett.
4. Discussion of Regular Agenda Items.

Executive Session to Follow



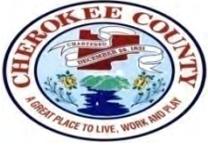
Cherokee County Board of Commissioners

Q1 2012 FINANCIAL UPDATE
PRESENTED MAY 1, 2012



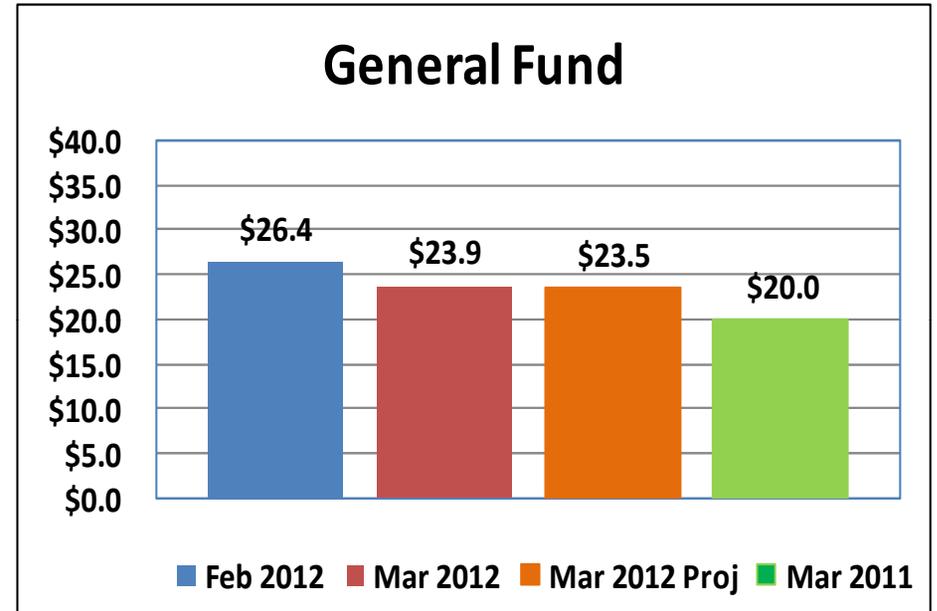
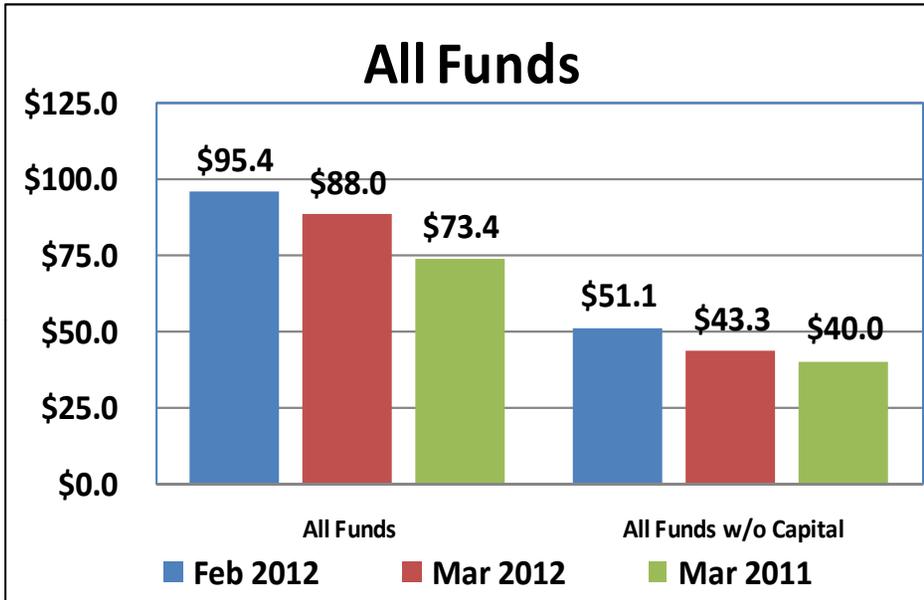
Cherokee County Board of Commissioners

EXECUTIVE SUMMARY
March 2012



Cash Executive Summary – March 2012

Summary Statement: Property taxes were primarily collected in December 2011 and January 2012. Almost every month after, expenses > revenues. Therefore the cash balance will decrease throughout the year. This is expected and budgeted accordingly.



Highlights:

- \$11.4M Bond Issuance in January 2012
- Expenditures for SPLOST V fund slowing down as compared to receipts
- The increased millage rate, increased Insurance Premium Tax receipt, and the building of the Insurance & Benefits Fund reserve have contributed to increased cash balances in non-capital funds.

Highlights:

The increased millage rate and one time items increased the General Fund cash balance as compared to 2011.

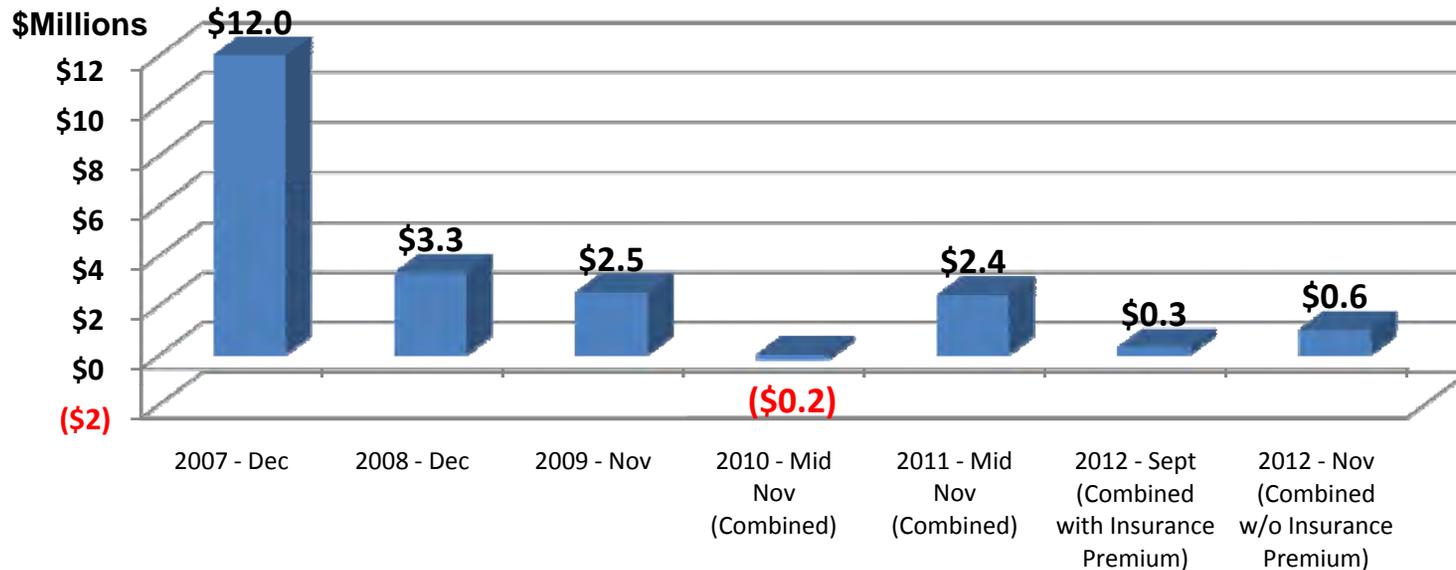
One time items:

- Transfer from Insurance Premium Fund \$456k
- Sale of Blalock Property \$1.5M

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



Historical Cash Low Points General Fund

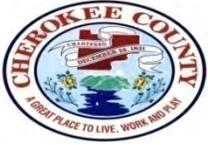


Cash balance comparisons:

- 1 week of A/P checks ~ \$300k
- 1 week of payroll ~ \$650k

- In 2012 we anticipate a cash low point of \$0.3M at the end of September, until the Insurance Premium Tax is received October 15, 2012.
- Our second low point will be \$0.6M in November, until more significant property tax payments are received in December.
- The 2012 cash low point includes the General Fund and other funds supported by the General Fund - including the Insurance Premium Fund for September, but not for November.
- The Insurance Premium Fund was added to the chart in 2012 because while the fund is self-supporting - it does not receive its major cash inflow until October 15th. Therefore, the General Fund must help cover its cash needs in the beginning of the year.

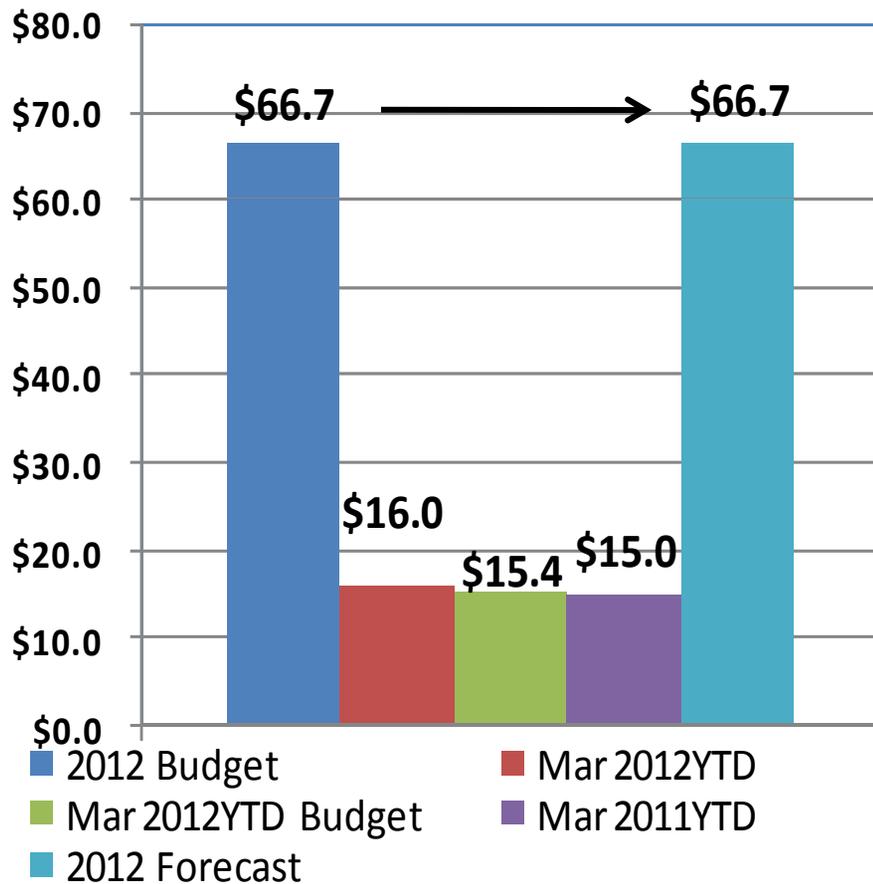
Bottom Line: Close management of budgets and cash flow allowed General Fund to avoid negative cash in 2011. We must continue this close management in 2012 to avoid negative cash.



Revenue Executive Summary All Funds – March YTD 2012

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the County's March YTD revenue is \$0.6M better than expected.

2012 – All Funds Recurring External Revenue



YTD Highlights:

- Overall, YTD revenue has a few offsetting variances compared to budget; most are timing variances– but all funds are materially on target.
- The most significant positive variance is related to the SPLOST Fund. The fund is +\$600k compared to budget due to higher tax collections and unplanned reimbursements.

Forecast:

- YTD some revenue sources are slightly higher, but offset by other sources slightly lower. Timing is also a factor.
- SPLOST receipts exceeded the budget in January, but February and March receipts were equal to budget.
- Therefore we believe it is too early to increase our full year revenue forecast.

Bottom Line: YTD Revenue and Forecast on Target

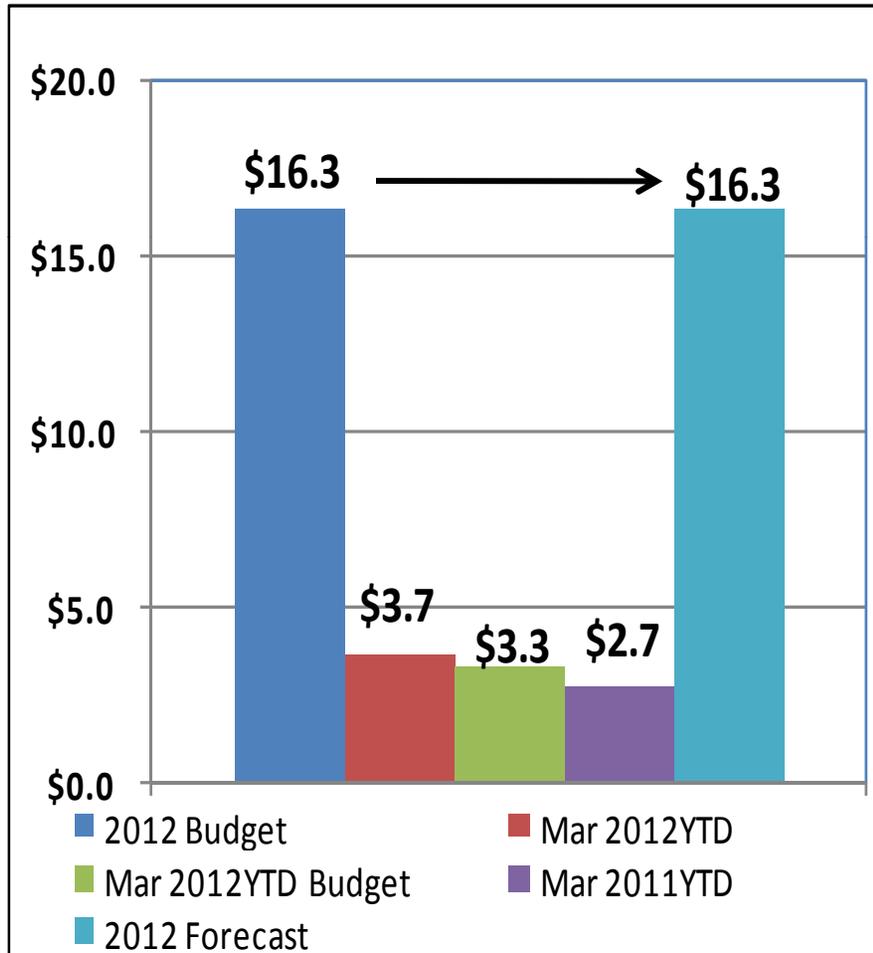


Revenue Executive Summary

General Fund - March YTD 2012

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the County's YTD revenue position is \$0.4M better than expected.

2012 – General Fund Recurring External Revenue



Highlights/Variances to Budget

YTD

- Some revenue sources slightly higher, partially offset by other sources slightly lower than budget. Considered mostly timing variances.

Potential Permanent Variances:

- Licenses & Permits **-\$38K**
 - Business license renewals (billed) < Budget
 - Both Alcohol Licenses and Newly Issued Business Licenses are > Budget
 - If that trend continues, it may cover the potential shortfall from Business License renewals
 - Renewals not delinquent until April 30 – Marshal's Office can review beginning May 1
- Fines & Forfeitures **-\$43K**,
 - State Court is below budget, but slightly better than 2011 YTD
 - All other courts > YTD Budget and 2011 YTD

FORECAST

- Forecasting to achieve the 2012 Budget

Bottom Line: YTD Revenue and Full Year Forecast on Target

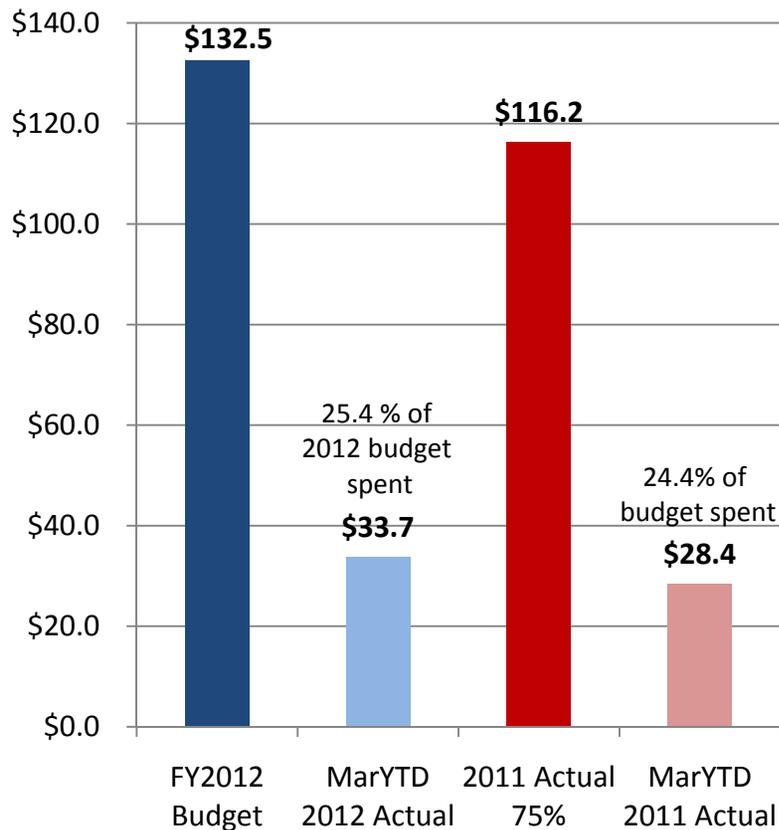


Expenditure Executive Summary

All Funds – March YTD 2012

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

28.2% of Year Lapsed Total Expenditures



County-Wide Expenditures - 2012

	2012 Budget	MarchYTD Actual	% Spent	Comment #
Compensation	39,940,510	11,021,090	27.6%	1
Insurance Benefits	11,118,412	3,159,053	28.4%	2
Payroll Taxes	3,032,927	780,445	25.7%	
Workers Comp	1,109,176	228,056	20.6%	3
Retirement Plans	835,977	218,664	26.2%	
Other Personnel	34,192	284	0.8%	
Total Personnel	56,071,194	15,407,592	27.5%	
Operating Costs	19,566,380	4,821,502	24.6%	4
Capital	28,891,450	1,830,596	6.3%	6
Non-Op Costs	11,272,037	3,487,646	30.9%	8
Debt Service	5,679,604	4,955,721	87.3%	7
Utilities/Allocated Costs	2,676,600	929,604	34.7%	5
Transfers	8,378,454	2,230,788	26.6%	
Total Expenditures	132,535,719	33,663,449	25.4%	

YTD Expenditures and the FY Forecast are on Target



March 2012 Expenditure Executive Summary

All Funds – 28.2% of Year Lapsed

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

1. Compensation Costs are 27.6% of the 2012 Budget
 - New headcount reports used during the 2012 Budget planning process resulted in department budgets that are very reflective of actual costs, thus the very small variance.
 - Part-time employee costs are 23.9% of budget, because the majority of these costs are incurred by the Parks Department during the summer months.
 - Poll worker costs are 46.6% of budget since one of two elections was already held in Q1.
2. Insurance/Benefits costs are 28.4% of the 2012 Budget
 - Total medical claim costs are lower than the YTD budget by \$209k. However, this is mainly due to budget timing. The Budget assumed January expenses would represent 4 weeks of claims, but the first week actually represented 2011 claims and were charged back to 2011. February and March results were almost exactly equal to the budget. If costs continue at the same rate, our costs by year-end should be equal to the budget.
3. Total Workers Comp Claims are 25.3% of the 2012 Budget
 - New claims are \$128k, which is 39% of the annual budget. This is over-budget in comparison to the percentage of the year completed, but significantly lower than the March YTD 2011 new claim total of \$447k.
 - Prior year claims are \$73k, which is 16% of the budget. However, this variance is considered to be timing only. Delayed settlements will eventually be resolved and bring this account to budget.
 - At this point, we believe the 2012 Budget for Worker's Compensation costs will be on target.



March 2012 Expenditure Executive Summary

All Funds – 28.2% of Year Lapsed

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

4. Operating Costs are 24.6% of the 2012 Budget

There are a few offsetting variances, but most costs appear to be on target.

- Fuel costs are 19% greater than last year March YTD. However, 2011 gas prices did not begin to significantly increase until late March 2011, so 2012 YTD should be higher than 2011 YTD.
 - 2011 East Coast Avg Cost Per Gallon: Jan \$3.10 | Feb \$3.19 | Mar \$3.53
 - 2012 East Coast Avg Cost Per Gallon: Jan \$3.43 | Feb \$3.64 | Mar \$3.81
- If March prices are representative of future average month costs, County-wide we would end the year *just under* the fuel budget.
 - Per EIA, 4/16/2012 Average East Coast fuel prices decreased 3 cents from the previous week
 - In 2012 crude oil/bbl peaked at \$108.84 on March 1, 2012.
 - However the price dipped to \$102.93 on April 16, 2012 .
 - In comparison to prior year - on April 15, 2011 the price was \$109.66
- Depending on the day's events influencing EIA's forecasts – we *could* have a potential risk of exceeding our fuel budget by ~ \$100k - \$150k, but departments would look to offset the variance in other expenses



March 2012 Expenditure Executive Summary

All Funds - 28.2% of Year Lapsed

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

5. Utilities & Allocated Costs are 34.7% of the 2012 Budget
 - Electricity costs were thoroughly analyzed in 2011 and budgeted carefully in 2012 according to current prices. We believe electricity costs are on target. For this category of expense – invoices are received monthly – so we actually should compare to 33.3% of the year lapsed, which would reflect we are closer to the YTD expected spending.
 - This category also includes insurance costs. Because we pay insurance premiums in lump payments according to a set schedule we appear to be over-budget YTD. However, this is only due to the timing of payments. By year-end we will be equal to budget.
6. Capital spending is at 6.3% of the 2012 Budget. This variance is driven entirely by the timing of construction projects, and the timing of the Accounting Department converting construction expenditures into capital assets. Because 2012 capital is related to SPLOST and Parks Bond projects, if there are delays to projects the budgets will carryover into future years.
7. Debt Service is at 87.3% of the 2012 Budget. This variance is timing only because debt payments are made in lump sum payments on scheduled dates. Bond payments were made in March and the remaining payments due during this fiscal year are accurately budgeted and will be paid on according to the due dates.
8. Non Operating Costs are 30.9% of the 2012 Budget. This category mainly represents monthly payments. Therefore we actually should compare to 33.3% of the year lapsed, which would reflect we are closer to the YTD expected spending.

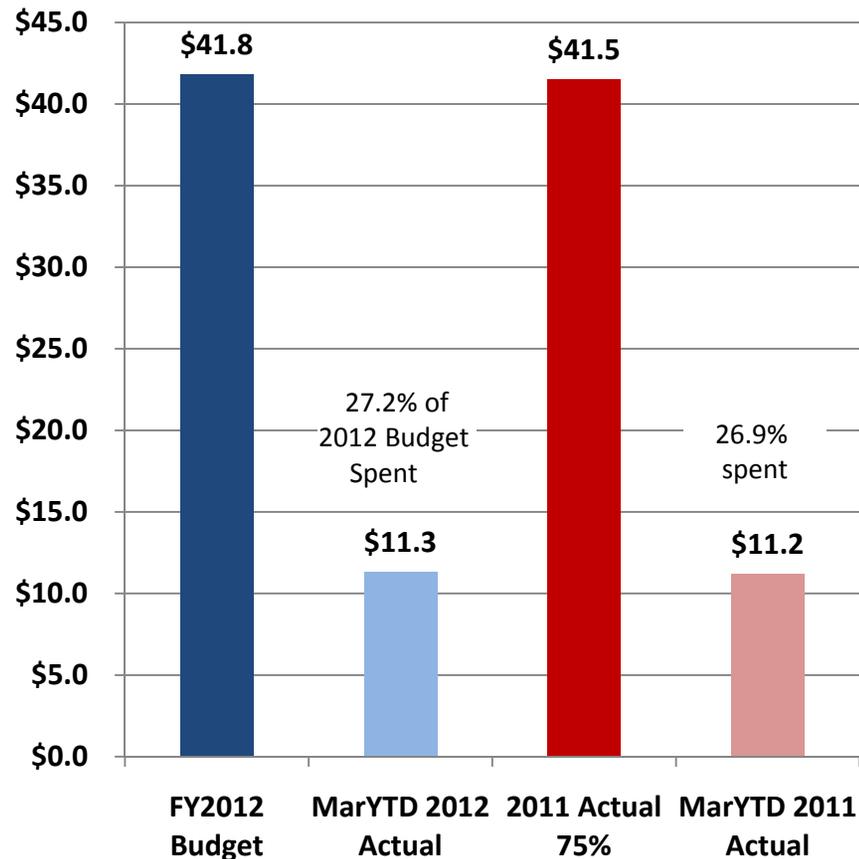


Expenditure Executive Summary

General Fund – March 2012 YTD

Summary Statement: Expenses are being managed across all departments.

28.2% of Year Lapsed GF Expenditures



General Fund - Expenditures 2012

	2012 Budget	YTD Actual	% Spent	Comment #
Compensation	21,663,217	5,987,576	27.6%	1
Insurance Benefits	2,530,827	674,462	26.6%	2
Payroll Taxes	1,658,495	425,196	25.6%	
Workers Comp	549,885	92,334	16.8%	3
Retirement Plans	15,753	4,465	28.3%	
Other Personnel	33,292	284	0.9%	
Total Personnel	26,451,469	7,091,983	27.2%	
Operating Costs	9,481,179	2,435,782	25.7%	4
Capital	54,800	-	0%	6
Non-Op Costs	2,140,715	645,006	30.1%	8
Debt Service	336,325	99,968	29.7%	7
Utilities/Allocated	949,601	356,121	37.5%	5
Transfers	2,410,426	582,200	24.2%	
Total Expenditures	41,824,515	11,303,394	27.0%	

Bottom Line: YTD Expenditures and Full Year Forecast are on Target



March 2012 Expenditure Executive Summary

General Fund – 28.2% of Year Lapsed

Summary Statement: Expenses being managed across all departments/expense accounts - although some variances exist:

1. Compensation costs are 27.6% of the 2012 Budget. Slight variance since the Budget assumed all positions filled throughout the year and also assumes OT and holiday pay occur equally throughout the year. Actual results reflect attrition, and there are fewer holidays in Q1 than other periods.
2. Insurance/Benefits costs are 26.6% of the 2012 Budget. This represents the amount each department was charged for medical insurance for their employees, not actual medical costs. A true-up adjustment will be completed in April to collect all amounts that were budgeted to departments but not transferred to the Insurance & Benefits Fund during Q1 due to attrition/vacancies.
3. Total Workers Comp Claims are 16.8% of the 2012 Budget
 - New claims are \$53k, which is 50% of the full year budget. This is over-budget in comparison to the percentage of the year completed, but significantly lower than the March YTD 2011 new claim total of \$261k.
 - Prior year claims are \$25k, which is 10% of the full year budget. This variance is influenced by the timing of settlements, so it is considered a timing variance, not a permanent variance.
 - At this point, we believe the 2012 Budget for Worker's Compensation costs will be materially on target.
4. Operating costs are 25.7% of the 2012 Budget. There are a few offsetting variances, but most costs appear to be on target.
 - The risk to fuel costs that was explained in the County-Wide section also applies to the General Fund.



March 2012 Expenditure Executive Summary General Fund – 28.2% of Year

Summary Statement: Expenses being managed across all departments/expense accounts – although some variances exist:

5. Utilities & Allocated Costs are 37.5% of the Full Year Budget

- Utilities are on target. If you consider this expense category is incurred on a monthly basis, the % of year lapsed would be 33.3% - indicating we are much closer to the expected YTD spending.
- Insurance costs are made in lump sum payments which is causing this category to be slightly higher than the % of year lapsed. This is due to the timing of payments, but by year-end we will be equal to budget.

6. No Capital costs have been expended. Because of tight county funds, there was only a small amount budgeted for capital (a contingency for new computers if replacement is necessary).

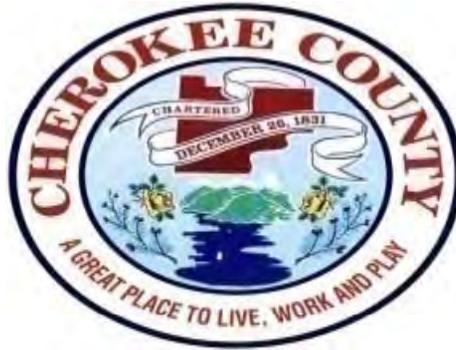
7. Debt Service is at 29.7% of budget. Repayments are made on a set schedule. All payments have been accurately budgeted. They have been and will continue to be paid according to specific due dates.

8. Non-Operating Costs are at 30.1% of the 2012 Budget. This category mainly represents monthly payments. Therefore we actually should compare to 33.3% of the year lapsed, which would reflect we are closer to the YTD expected spending.



Status Summary and Action Plan

Metric	Status	Action Plan
Cash Position		In total – the County is currently able to meet commitments
General Fund - Cash Forecast		<ul style="list-style-type: none"> • Low point has decreased from \$12M in 2007 to ~ \$0.3M in 2012 • Will avoid negative cash in General Fund by delaying expenditures, and improving timing of property tax collections • 2013 presents increased danger of hitting negative cash if one-time funding sources are not replaced
Revenue YTD		<ul style="list-style-type: none"> • YTD Revenue receipts materially on target
Revenue Forecast		<ul style="list-style-type: none"> • Revenue will cover 2012 expenditures, but relying on One-Time items in 2012 will put significant pressure on 2013
Expenditures YTD		<ul style="list-style-type: none"> • YTD expenses materially on target • Some variances to budget, but most appear to be timing issues
Expenditures Forecast		<ul style="list-style-type: none"> • As of March YTD – forecasting to achieve the 2012 Budget
Headcount		<ul style="list-style-type: none"> • Personnel Costs on target • FT Headcount below budget, and process for hiring is tightly controlled



Cherokee County Board of Commissioners

FINANCIAL REPORTS

March 2012



Cherokee County Board of Commissioners
Budget Summary
28.21% of year lapsed

	2011 ACT (75%)	Actual as of 3/31/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of Budget 2012	% of Budget 2011
ALL EXTERNALLY GENERATED RECURRING REVENUES BY FUND								
GENERAL FUND (100)	18,396,238	2,724,569	16,309,680	17,951	16,327,631	3,676,599	22.52%	14.81 %
LAW LIBRARY FUND (205)	109,216	9,426	105,610	0	105,610	11,758	11.13%	8.63 %
SHERIFF'S FORFEITURES (210)	0	0	131,965	0	131,965	15,597	11.82%	0.00 %
EMERGENCY 911 TELEPHONE FUND (215)	2,794,096	203,796	2,751,620	0	2,751,620	322,787	11.73%	7.29 %
SENIOR SERVICES FUND (220)	174,716	125,593	483,005	6,903	489,908	55,619	11.35%	71.88 %
PARKS AND RECREATION (225)	1,460,337	342,009	1,524,437	0	1,524,437	357,066	23.42%	23.42 %
INSURANCE PREMIUM FUND (230)	6,829,086	75,635	6,939,650	0	6,939,650	140,040	2.02%	1.11 %
TRANSPORTATION FUND (240)	453,526	77,874	756,206	0	756,206	74,622	9.87%	17.17 %
MULTIPLE GRANT FUND (250)	1,303,416	596,641	258,920	47,870	306,790	10,735	3.50%	45.78 %
COMMUNITY DEVELOPMENT (251)	490,682	60,509	2,092,046	0	2,092,046	177,692	8.49%	12.33 %
ANIMAL SERVICES FUND (252)	104,572	26,672	571,022	0	571,022	39,045	6.84%	25.51 %
DA'S CONDEMNATION FUND (254)	10,832	3,190	11,250	0	11,250	1,276	11.34%	29.45 %
DRUG ABUSE AND TREATMENT FUND (255)	125,574	19,799	126,965	0	126,965	20,286	15.98%	15.77 %
VICTIM/WITNESS FUND (256)	148,637	24,660	147,450	0	147,450	29,579	20.06%	16.59 %
DUI COURT FUND (257)	179,125	57,014	182,680	0	182,680	105,246	57.61%	31.83 %
FIRE ADMINISTRATION FUND (270)	4,500,764	250,054	4,336,117	20,000	4,356,117	511,377	11.74%	5.56 %
JAIL FUND (271)	323,753	58,923	319,950	0	319,950	68,735	21.48%	18.20 %
SHERIFF'S COMMISSARY FUND (272)	106,522	1,536	225,045	0	225,045	30,189	13.41%	1.44 %
CONFISCATED ASSETS FUND (273)	78,647	18,119	75,270	0	75,270	12,965	17.22%	23.04 %
HOTEL/ MOTEL TAX FUND (275)	87,188	11,934	88,850	0	88,850	20,282	22.83%	13.69 %
IMPACT FEE FUND (295)	79,282	11,754	72,800	0	72,800	56,665	77.84%	14.83 %
RECREATION CAPITAL CONSTRUCTIO (310)	13,444	10,874	53,600	0	53,600	2,724	5.08%	80.88 %
SPLOST IV (321)	407	69	0	0	0	0	0.00%	16.86 %
SPLOST V (322)	23,560,591	9,333,203	20,886,940	0	20,886,940	8,568,459	41.02%	39.61 %
SPLOST 2012 (323)	0	0	2,400,000	0	2,400,000	0	0.00%	0.00 %
RESOURCE RECOVERY DEVELOPMT (375)	154,989	0	0	0	0	0	0.00%	0.00 %
DEBT SERVICE (410)	1,022,796	118,378	922,908	0	922,908	133,328	14.45%	11.57 %
CONFERENCE CENTER (555)	174,531	45,562	195,050	0	195,050	84,349	43.25%	26.11 %
EMERGENCY MEDICAL SERVICES (580)	4,570,435	659,460	4,367,485	41,490	4,408,975	1,396,864	31.68%	14.43 %
INSURANCE AND BENEFITS FUND (605)	665,561	96,518	216,000	0	216,000	103,736	48.03%	14.50 %
FLEET MAINTENANCE FUND (610)	50	50	0	0	0	0	0.00%	99.00 %
TOTAL EXT GEN REC REVENUES	67,919,012	14,963,816	66,552,521	134,214	66,686,734	16,027,620	24.03 %	22.03 %



Cherokee County Board of Commissioners
Budget Summary
28.21% of year lapsed

	2011 ACT (75%)	Actual as of 3/31/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of Budget 2012	% of Budget 2011
OTHER FINANCE SOURCES								
TRANSFERS IN								
GENERAL FUND (100)	0	0	77,233	0	77,233	18,244	23.62 %	0.00 %
SHERIFF'S FORFEITURES (210)	0	0	0	0	0	0	0.00 %	0.00 %
SENIOR SERVICES FUND (220)	441,641	147,214	385,225	0	385,225	128,408	33.33 %	33.33 %
PARKS AND RECREATION (225)	548,017	182,672	551,442	0	551,442	183,814	33.33 %	33.33 %
INSURANCE PREMIUM FUND (230)	0	0	0	0	0	0	0.00 %	0.00 %
TRANSPORTATION FUND (240)	46,483	15,494	149,128	0	149,128	44,209	29.65 %	33.33 %
MULTIPLE GRANT FUND (250)	39,243	0	39,154	0	39,154	0	0.00 %	0.00 %
ANIMAL SERVICES FUND (252)	562,019	187,340	180,597	0	180,597	60,199	33.33 %	33.33 %
DUI COURT FUND (257)	75,750	25,250	75,750	0	75,750	25,250	33.33 %	33.33 %
IMPACT FEE FUND (295)	25,269	0	0	0	0	0	0.00 %	0.00 %
SPLOST V (322)	2,195	0	408,414	0	408,414	0	0.00 %	0.00 %
RESOURCE RECOVERY DEVELOPMT (375)	0	0	608,171	0	608,171	0	0.00 %	0.00 %
DEBT SERVICE (410)	6,438,383	2,146,128	3,132,088	0	3,132,088	1,605,094	51.25 %	33.33 %
CONFERENCE CENTER (555)	64,062	6,934	57,350	0	57,350	0	0.00 %	10.82 %
EMERGENCY MEDICAL SERVICES (580)	666,003	222,001	496,709	0	496,709	165,570	33.33 %	33.33 %
TOTAL TRANSFERS IN	8,909,065	2,933,033	6,161,260	0	6,161,260	2,230,788	36.21 %	32.92 %
SALE OF ASSETS								
GENERAL FUND (100)	1,549,407	0	0	0	0	0	0.00 %	0.00 %
FIRE ADMINISTRATION FUND (270)	2,500	0	0	0	0	0	0.00 %	0.00 %
TOTAL SALE OF ASSETS	1,551,907	0	0	0	0	0	0.00 %	0.00 %
PROCEEDS FROM DEBT INSTRUMENTS								
GENERAL FUND (100)	0	1,361,000	0	0	0	0	0.00 %	0.00 %
RECREATION CAPITAL CONSTRUCTIO (310)	0	0	11,400,000	0	11,400,000	11,410,000	100.09 %	0.00 %
TOTAL PROCEEDS FROM DEBT INSTRUMENTS	0	1,361,000	11,400,000	0	11,400,000	11,410,000	100.09 %	0.00 %
INTERNAL SERVICE CHARGES								
INSURANCE AND BENEFITS FUND (605)	7,329,984	2,233,860	7,224,615	0	7,224,615	1,948,313	26.97 %	30.48 %
FLEET MAINTENANCE FUND (610)	1,008,555	331,741	1,154,090	0	1,154,090	344,395	29.84 %	32.89 %
TOTAL INTERNAL SERVICE CHARGES	8,338,539	2,565,602	8,378,705	0	8,378,705	2,292,708	27.36 %	30.77 %
TOTAL OTHER FINANCE SOURCES	18,799,511	6,859,634	25,939,965	0	25,939,965	15,933,496	61.42 %	36.49 %
TOTAL INFLOWS	86,718,523	21,823,451	92,492,486	134,214	92,626,700	31,961,116	34.51 %	25.17 %
USE OF RESERVES								
GENERAL FUND (100)	0	0	25,419,651	0	25,419,651	0	0.00 %	0.00 %
EMERGENCY 911 TELEPHONE FUND (215)	0	0	377,246	0	377,246	0	0.00 %	0.00 %
PARKS AND RECREATION (225)	0	0	248,549	(31,735)	216,814	0	0.00 %	0.00 %
INSURANCE PREMIUM FUND (230)	0	0	(2,421,414)	0	(2,421,414)	0	0.00 %	0.00 %
MULTIPLE GRANT FUND (250)	0	0	0	86	86	0	0.00 %	0.00 %



Cherokee County Board of Commissioners
Budget Summary
28.21% of year lapsed

	2011 ACT (75%)	Actual as of 3/31/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of Budget 2012	% of Budget 2011
DA's CONDEMNATION FUND (254)	0	0	18,750	0	18,750	0	0.00 %	0.00 %
DRUG ABUSE AND TREATMENT FUND (255)	0	0	0	15,000	15,000	0	0.00 %	0.00 %
VICTIM/WITNESS FUND (256)	0	0	10,995	0	10,995	0	0.00 %	0.00 %
FIRE ADMINISTRATION FUND (270)	0	0	8,857,747	0	8,857,747	0	0.00 %	0.00 %
JAIL FUND (271)	0	0	524,550	0	524,550	0	0.00 %	0.00 %
IMPACT FEE FUND (295)	0	0	(72,800)	100,000	27,200	0	0.00 %	0.00 %
RECREATION CAPITAL CONSTRUCTIO (310)	0	0	3,546,400	0	3,546,400	0	0.00 %	0.00 %
SPLOST V (322)	0	0	3,334,969	0	3,334,969	0	0.00 %	0.00 %
SPLOST 2012 (323)	0	0	(484,156)	0	(484,156)	0	0.00 %	0.00 %
DEBT SERVICE (410)	0	0	320,386	0	320,386	0	0.00 %	0.00 %
CONFERENCE CENTER (555)	0	0	18,853	0	18,853	0	0.00 %	0.00 %
EMERGENCY MEDICAL SERVICES (580)	0	0	64,160	0	64,160	0	0.00 %	0.00 %
INSURANCE AND BENEFITS FUND (605)	0	0	62,403	0	62,403	0	0.00 %	0.00 %
TOTAL USE OF RESERVES	0	0	39,826,289	83,351	39,909,639	0	0.00 %	0.00 %
TOTAL FUNDING SOURCES	86,718,523	21,823,451	132,318,775	217,564	132,536,339	31,961,116	24.11 %	25.17 %



Cherokee County Board of Commissioners
Budget Summary
28.21% of year lapsed

	2011 ACT (75%)	Actual as of 3/31/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of Budget 2012	% of Budget 2011
ALL EXPENDITURES BY FUND								
GENERAL FUND (100)	41,520,110	11,188,616	41,806,564	17,951	41,824,514	11,303,394	27.03%	26.95 %
LAW LIBRARY FUND (205)	110,657	90	105,610	0	105,610	50,506	47.82%	0.08 %
SHERIFF'S FORFEITURES (210)	0	0	131,965	0	131,965	9,376	7.10%	0.00 %
EMERGENCY 911 TELEPHONE FUND (215)	3,057,892	855,690	3,128,866	0	3,128,866	874,272	27.94%	27.98 %
SENIOR SERVICES FUND (220)	826,646	214,314	868,230	6,903	875,133	224,709	25.68%	25.93 %
PARKS AND RECREATION (225)	2,016,338	485,836	2,324,428	(31,735)	2,292,693	609,717	26.59%	24.09 %
INSURANCE PREMIUM FUND (230)	4,307,145	1,297,760	4,518,236	0	4,518,236	1,209,348	26.77%	30.13 %
TRANSPORTATION FUND (240)	666,617	163,274	905,334	0	905,334	159,377	17.60%	24.49 %
MULTIPLE GRANT FUND (250)	1,541,953	739,483	298,074	47,955	346,029	92,151	26.63%	47.96 %
COMMUNITY DEVELOPMENT (251)	862,036	162,974	2,092,046	0	2,092,046	243,190	11.62%	18.91 %
ANIMAL SERVICES FUND (252)	701,606	189,107	751,619	0	751,619	198,118	26.36%	26.95 %
DA's CONDEMNATION FUND (254)	1,729	94	30,000	0	30,000	48	0.16%	5.44 %
DRUG ABUSE AND TREATMENT FUND (255)	75,750	25,250	126,965	15,000	141,965	31,263	22.02%	33.33 %
VICTIM/WITNESS FUND (256)	149,391	42,837	158,445	0	158,445	44,198	27.90%	28.67 %
DUI COURT FUND (257)	267,022	53,683	258,430	0	258,430	74,383	28.78%	20.10 %
FIRE ADMINISTRATION FUND (270)	13,674,312	3,536,439	13,193,864	20,000	13,213,864	3,395,073	25.69%	25.86 %
JAIL FUND (271)	754,549	217,543	844,500	0	844,500	270,500	32.03%	28.83 %
SHERIFF'S COMMISSARY FUND (272)	141,247	18,109	225,045	0	225,045	19,494	8.66%	12.82 %
CONFISCATED ASSETS FUND (273)	219,686	111,532	75,270	0	75,270	37,233	49.47%	50.77 %
HOTEL/ MOTEL TAX FUND (275)	85,188	14,434	88,850	0	88,850	10,500	11.82%	16.94 %
IMPACT FEE FUND (295)	0	0	0	100,000	100,000	100,000	100.00%	0.00 %
RECREATION CAPITAL CONSTRUCTIO (310)	4,408,346	169,410	15,000,000	0	15,000,000	934,877	6.23%	3.84 %
SPLOST IV (321)	1,225,176	923	0	0	0	0	0.00%	0.08 %
SPLOST V (322)	19,386,092	5,118,684	24,630,323	0	24,630,323	4,940,238	20.06%	26.40 %
SPLOST 2012 (323)	0	0	1,915,844	0	1,915,844	176,572	9.22%	0.00 %
RESOURCE RECOVERY DEVELOPMT (375)	1,170,109	0	608,171	0	608,171	304,086	50.00%	0.00 %
DEBT SERVICE (410)	5,297,768	0	4,375,382	0	4,375,382	4,261,121	97.39%	0.00 %
CONFERENCE CENTER (555)	241,939	63,963	271,253	0	271,253	76,563	28.23%	26.44 %
EMERGENCY MEDICAL SERVICES (580)	5,074,524	1,146,937	4,928,354	41,490	4,969,844	1,454,006	29.26%	22.60 %
INSURANCE AND BENEFITS FUND (605)	7,237,954	2,291,819	7,503,018	0	7,503,018	2,230,654	29.73%	31.66 %
FLEET MAINTENANCE FUND (610)	1,136,404	314,561	1,154,090	0	1,154,090	328,480	28.46%	27.68 %
TOTAL ALL EXPENDITURES BY FUND	116,158,185	28,423,361	132,318,775	217,564	132,536,339	33,663,449	25.40 %	24.47 %

Since property taxes are a major source of revenue, and per accounting requirements they are primarily recorded in the year related to the assessment, it is part of the normal budget process to plan for more expenditures than revenues from January - September. The County relies on revenue recorded in the prior year to fund the following year. When we convert to a Oct 1 - Sept 30 fiscal year - our revenue reporting will better align will our expenditures.



Cherokee County Board of Commissioners
Changes in Fund Balance
As of 3/31/2012

Fund	Beginning Balance	Revenues & Other Financing Sources	Expenditures	Ending Balance	Net Increase/ (Decrease)
100 GENERAL FUND	30,118,666	3,694,844	11,303,394	22,510,116	(7,608,550)
205 LAW LIBRARY FUND	604,547	11,758	50,506	565,798	(38,748)
210 SHERIFF'S FORFEITURES	91,699	15,597	9,376	97,921	6,222
215 EMERGENCY 911 TELEPHONE FUND	1,450,843	322,787	874,272	899,358	(551,485)
220 SENIOR SERVICES FUND	9,450	184,027	224,709	(31,232)	(40,682)
225 PARKS AND RECREATION	220,183	540,880	609,717	151,345	(68,837)
230 INSURANCE PREMIUM FUND	353,146	140,040	1,209,348	(716,163)	(1,069,309)
240 TRANSPORTATION FUND	0	118,831	159,377	(40,546)	(40,546)
250 MULTIPLE GRANT FUND	36,849	10,735	92,151	(44,567)	(81,415)
251 COMMUNITY DEVELOPMENT	(17,661)	177,692	243,190	(83,159)	(65,498)
252 ANIMAL SERVICES FUND	34,353	99,244	198,118	(64,522)	(98,875)
254 DA's CONDEMNATION FUND	85,747	1,276	48	86,974	1,227
255 DRUG ABUSE AND TREATMENT FUND	542,901	20,286	31,263	531,924	(10,977)
256 VICTIM/WITNESS FUND	27,203	29,579	44,198	12,584	(14,619)
257 DUI COURT FUND	80,024	130,496	74,383	136,136	56,112
270 FIRE ADMINISTRATION FUND	12,922,118	511,377	3,395,073	10,038,422	(2,883,696)
271 JAIL FUND	1,652,741	68,735	270,500	1,450,976	(201,765)
272 SHERIFF'S COMMISSARY FUND	45,980	30,189	19,494	56,674	10,694
273 CONFISCATED ASSETS FUND	239,079	12,965	37,233	214,811	(24,268)
275 HOTEL/ MOTEL TAX FUND	0	20,282	10,500	9,782	9,782
295 IMPACT FEE FUND	3,787,425	56,665	100,000	3,744,090	(43,335)
310 RECREATION CAPITAL CONSTRUCTIO	21,794,559	11,412,724	934,877	32,272,407	10,477,847
320 SPLOST III	0	0	0	0	0
321 SPLOST IV	(124)	0	0	(124)	0
322 SPLOST V	9,356,220	8,568,459	4,940,238	12,984,441	3,628,221
323 SPLOST 2012	0	0	176,572	(176,572)	(176,572)
375 RESOURCE RECOVERY DEVELOPMT	608,171	0	304,086	304,086	(304,086)
410 DEBT SERVICE	7,619,150	1,738,422	4,261,121	5,096,451	(2,522,699)
555 CONFERENCE CENTER	159,089	84,349	76,563	166,875	7,787
580 EMERGENCY MEDICAL SERVICES	1,235,897	1,562,434	1,454,006	1,344,324	108,428
605 INSURANCE AND BENEFITS FUND	2,268,112	2,052,049	2,230,654	2,089,508	(178,605)
610 FLEET MAINTENANCE FUND	460,591	344,395	328,480	476,505	15,914
	95,786,957	31,961,116	33,663,449	94,084,623	(1,702,333)



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 3/31/2012

	Actual as of 3/31/2010	2011 Year End Actual	Actual as of 3/31/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of Budget
GENERAL FUND (100)								
FUNDING SOURCES	3,340,013	59,432,332	4,085,569	41,806,564	17,951	41,824,514	3,694,844	8.83%
EXPENDITURES	12,278,240	56,276,098	11,188,616	41,806,564	17,951	41,824,514	11,303,394	27.03%
Excess Funding Sources over Expenditures	(8,938,227)	3,156,233	(7,103,048)	0	0	0	(7,608,550)	
LAW LIBRARY FUND (205)								
FUNDING SOURCES	0	149,879	9,426	105,610	0	105,610	11,758	11.13%
EXPENDITURES	0	110,857	90	105,610	0	105,610	50,506	47.82%
Excess Funding Sources over Expenditures	0	39,022	9,336	0	0	0	(38,748)	
SHERIFF'S FORFEITURES (210)								
FUNDING SOURCES	0	240,749	0	131,965	0	131,965	15,597	11.82%
EXPENDITURES	0	149,050	0	131,965	0	131,965	9,376	7.10%
Excess Funding Sources over Expenditures	0	91,699	0	0	0	0	6,222	
EMERGENCY 911 TELEPHONE FUND (215)								
FUNDING SOURCES	737,734	3,847,559	203,796	3,128,866	0	3,128,866	322,787	10.32%
EXPENDITURES	941,169	4,073,654	855,690	3,128,866	0	3,128,866	874,272	27.94%
Excess Funding Sources over Expenditures	(203,435)	(226,095)	(651,894)	0	0	0	(551,485)	
SENIOR SERVICES FUND (220)								
FUNDING SOURCES	251,030	1,124,875	272,806	868,230	6,903	875,133	184,027	21.03%
EXPENDITURES	219,851	1,120,028	214,314	868,230	6,903	875,133	224,709	25.68%
Excess Funding Sources over Expenditures	31,179	4,846	58,493	0	0	0	(40,682)	
PARKS AND RECREATION (225)								
FUNDING SOURCES	675,746	2,931,530	524,682	2,324,428	(31,735)	2,292,693	540,880	23.59%
EXPENDITURES	555,284	2,623,199	485,836	2,324,428	(31,735)	2,292,693	609,717	26.59%
Excess Funding Sources over Expenditures	120,462	308,332	38,846	0	0	0	(68,837)	
INSURANCE PREMIUM FUND (230)								
FUNDING SOURCES	88,490	7,009,036	75,635	4,518,236	0	4,518,236	140,040	3.10%
EXPENDITURES								
DEVELOPMENT SERVICES CENTER	49,476	212,730	42,052	162,707	0	162,707	41,072	25.24%
GIS/MAPPING	0	0	0	207,646	0	207,646	60,758	29.26%
ANIMAL CONTROL	0	0	0	280,430	0	280,430	71,283	25.42%
ROADS AND BRIDGES	683,492	2,057,699	514,346	1,749,960	0	1,749,960	454,512	25.97%
STORMWATER MGT ENGINEERING	55,924	241,273	50,424	271,448	0	271,448	73,429	27.05%
ENGINEERING DEVELOPMENT SERVIC	77,300	311,844	68,357	211,938	0	211,938	57,997	27.37%
ENGINEERING	117,291	572,401	119,850	373,422	0	373,422	96,952	25.96%
CONSERVATION ADMINISTRATION	11,680	60,451	13,116	47,554	0	47,554	13,179	27.71%
FOREST RESOURCES CONSERVATION	5,930	7,412	0	11,119	0	11,119	3,706	33.33%
BUILDING INSPECTIONS	128,237	493,996	114,686	352,568	0	352,568	97,849	27.75%
PLANNING AND LAND USE	174,738	664,087	154,024	483,898	0	483,898	138,595	28.64%
CODE ENFORCEMENT	120,267	633,716	133,404	365,545	0	365,545	100,016	27.36%



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 3/31/2012

	Actual as of 3/31/2010	2011 Year End Actual	Actual as of 3/31/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of Budget
INTERFUND TRANSFERS	231,290	816,649	87,500	0	0	0	0	0.00%
EXPENDITURES	1,655,624	6,072,259	1,297,760	4,518,236	0	4,518,236	1,209,348	26.77%
Excess Funding Sources over Expenditures	(1,567,134)	936,777	(1,222,125)	0	0	0	(1,069,309)	
TRANSPORTATION FUND (240)								
FUNDING SOURCES	203,892	1,007,344	93,368	905,334	0	905,334	118,831	13.13%
EXPENDITURES								
5311 TRANSPORTATION PROGRAM	107,207	602,724	119,119	492,678	0	492,678	128,411	26.06%
ARRA - CATS 5307	135,207	1,211	1,168	191,428	0	191,428	0	0.00%
5311 ARRA GRANT	0	6,172	3,293	48,000	0	48,000	0	0.00%
CANTON SHUTTLE	23,401	123,494	22,534	90,728	0	90,728	21,981	24.23%
266 TRANSPORATION GRANT	0	104,185	17,160	82,500	0	82,500	8,985	10.89%
EXPENDITURES	286,612	837,786	163,274	905,334	0	905,334	159,377	17.60%
Excess Funding Sources over Expenditures	(82,720)	169,557	(69,906)	0	0	0	(40,546)	
MULTIPLE GRANT FUND (250)								
FUNDING SOURCES	43,627	1,823,410	596,641	298,074	47,955	346,029	10,735	3.10%
EXPENDITURES								
ACCG INTERNSHIP PROGRAM	0	468	1,467	0	0	0	0	0.00%
AMER SOCIETY FOR THE PROTECTION	0	0	0	0	6,500	6,500	0	0.00%
BULLET PROOF VEST GRANT 2010	0	5,072	0	0	0	0	0	0.00%
BULLET PROOF VEST GRANT 2011	0	3,014	0	0	2,250	2,250	0	0.00%
CITIZENS CORP PROGRAM	0	8,566	0	0	2,434	2,434	0	0.00%
DUI/DRUG COURT GRANT 2007	8,608	30,455	5,160	28,434	0	28,434	6,397	22.50%
JUDICIAL COUNCIL OF GA DUI GRANT	3,501	18,063	8,923	19,580	0	19,580	9,394	47.98%
EAID GRANT PROGRAM	0	0	0	0	86	86	80	93.25%
ENERGY EFFICIENCY & CONSERVATION GR	0	1,250,413	614,174	0	0	0	0	0.00%
CHEROKEE FAMILY FOCUS	14,076	50,665	11,236	22,000	11,000	33,000	9,692	29.37%
GEMA HAZMAT GRANT	0	500	500	0	15,000	15,000	0	0.00%
HEAT GRANT	29,043	(1,247)	0	0	0	0	0	0.00%
STATE & LOCAL OVERTIME ASSISTANCE	120	18,365	3,773	14,185	0	14,185	2,784	19.63%
EDWARD BYRNE JUSTICE ASSISTANCE GRA	0	10,948	0	0	0	0	0	0.00%
SOLICITORS OFFICE JUSTICE ADMIN GRA	9,332	(281)	0	0	0	0	0	0.00%
POS JUVENILE OFFENDERS PROGRAM	600	5,525	1,050	0	0	0	0	0.00%
2010 PARTNERSHIP PERFORMANCE AGREEM	0	26,006	10,388	0	0	0	0	0.00%
2011 PARTNERSHIP PERFORMANCE AGREE	0	29,808	0	12,763	0	12,763	5,400	42.31%
JUVENILE COURT PSYCH EVAL GRANT	0	7,000	0	6,500	0	6,500	3,250	50.00%
RECOVERY ACT JUSTICE ASST GRANT	8,908	2,397	2,397	0	0	0	0	0.00%
ARRA JAG COURTS SECURITY EQUIP	0	871	0	0	0	0	0	0.00%
ARRA JAG LABORATORY CONTRACT	4,487	21,181	6,098	0	0	0	0	0.00%
ARRA JAG VIDEO CONF EQUIPMENT	0	34,650	0	0	0	0	0	0.00%
ARRA JAG TRANSCRIPTION CONTRACT	3,766	32,556	15,736	0	10,686	10,686	2,065	19.32%



**Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 3/31/2012**

	Actual as of 3/31/2010	2011 Year End Actual	Actual as of 3/31/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of Budget
STOP VAWA CJSI GRANT - DA	0	84,908	23,005	89,910	0	89,910	25,167	27.99%
STOP VIOLENCE AGAINST WOMEN ACT GRA	14,768	(13,945)	8,323	0	0	0	0	0.00%
VICTIM'S OF CRIME ACT	33,688	129,643	27,252	104,702	0	104,702	27,922	26.67%
EXPENDITURES	403,908	1,755,602	739,483	298,074	47,955	346,029	92,151	26.63%
Excess Funding Sources over Expenditures	(360,281)	67,808	(142,842)	0	0	0	(81,415)	
COMMUNITY DEVELOPMENT (251)								
FUNDING SOURCES	0	1,060,965	60,509	2,092,046	0	2,092,046	177,692	8.49%
EXPENDITURES								
UNASSIGNED PROJECTS	1,466	0	1,252	698,640	(155,408)	543,232	314	0.06%
ANNA CRAWFORD CRILDRENS CENTER	0	15,000	0	0	0	0	0	0.00%
ANNA CRAWFORD CHILDRENS CENTER	0	13,219	13,219	0	0	0	0	0.00%
MALON D MIMMS BOYS & GIRLS CLUB	0	12,536	0	36,000	0	36,000	18,000	50.00%
BALL GROUND SENIOR CENTER	0	85,178	0	0	0	0	0	0.00%
COURT APPOINTED SPECIAL ADVOCATES	0	4,000	0	0	0	0	0	0.00%
COMMUNITY DEVELOPMENT BLOCK GRANT	25,942	129,984	26,742	87,824	0	87,824	22,862	26.03%
CHEROKEE DAY TRAINING CENTER	0	272,064	78,388	0	0	0	0	0.00%
CHEROKEE FAMILY VIOLENCE CENTER	0	33,435	0	0	0	0	0	0.00%
CANTON PUBLIC FACILITIES PROJECT	0	39,498	0	0	0	0	0	0.00%
HOLLY SPRINGS PUBLIC FACILITY PROJE	0	0	0	201,866	0	201,866	0	0.00%
WOODSTOCK PUBLIC FACILITIES PROJECT	0	80,000	0	0	0	0	0	0.00%
GOSHEN VALLEY BOYS RANCH	0	20,000	0	0	0	0	0	0.00%
HOME FUNDS GRANT	76,865	263,606	40,510	420,520	0	420,520	42,322	10.06%
MUST MINISTRIES PUBLIC SVC PROJECT	0	187	0	0	0	0	0	0.00%
MUST MINISTRIES PROPERTY PURCHASE	0	0	0	0	155,408	155,408	155,408	100.00%
NORTH GEORGIA ANGEL HOUSE	0	0	0	47,196	0	47,196	0	0.00%
SENIOR CTR PUBLIC FACILITY PROJECT	0	48,679	0	600,000	0	600,000	0	0.00%
SENIOR TRANS PUBLIC SVC PROJECT	0	42,878	0	0	0	0	0	0.00%
YMCA PUBLIC SERVICE PROJECT	0	2,863	2,863	0	0	0	4,283	0.00%
EXPENDITURES	104,273	1,063,127	162,974	2,092,046	0	2,092,046	243,190	11.62%
Excess Funding Sources over Expenditures	(104,273)	(2,162)	(102,465)	0	0	0	(65,498)	
ANIMAL SERVICES FUND (252)								
FUNDING SOURCES	226,823	908,752	214,012	751,619	0	751,619	99,244	13.20%
EXPENDITURES	196,883	888,496	189,107	751,619	0	751,619	198,118	26.36%
Excess Funding Sources over Expenditures	29,941	20,256	24,904	0	0	0	(98,875)	
DA's CONDEMNATION FUND (254)								
FUNDING SOURCES	1,534	18,173	3,190	30,000	0	30,000	1,276	4.25%
EXPENDITURES	696	3,248	94	30,000	0	30,000	48	0.16%
Excess Funding Sources over Expenditures	838	14,925	3,096	0	0	0	1,227	
DRUG ABUSE AND TREATMENT FUND (255)								
FUNDING SOURCES	21,139	151,034	19,799	126,965	15,000	141,965	20,286	14.29%



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 3/31/2012

	Actual as of 3/31/2010	2011 Year End Actual	Actual as of 3/31/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of Budget
EXPENDITURES	25,259	101,000	25,250	126,965	15,000	141,965	31,263	22.02%
Excess Funding Sources over Expenditures	(4,120)	50,034	(5,451)	0	0	0	(10,977)	
VICTIM/WITNESS FUND (256)								
FUNDING SOURCES	29,716	192,720	24,660	158,445	0	158,445	29,579	18.67%
EXPENDITURES	49,749	184,473	42,837	158,445	0	158,445	44,198	27.90%
Excess Funding Sources over Expenditures	(20,033)	8,247	(18,177)	0	0	0	(14,619)	
DUI COURT FUND (257)								
FUNDING SOURCES	81,604	381,065	82,264	258,430	0	258,430	130,496	50.50%
EXPENDITURES	68,848	368,575	53,683	258,430	0	258,430	74,383	28.78%
Excess Funding Sources over Expenditures	12,756	12,489	28,581	0	0	0	56,112	
FIRE ADMINISTRATION FUND (270)								
FUNDING SOURCES	471,188	18,126,391	250,054	13,193,864	20,000	13,213,864	511,377	3.87%
EXPENDITURES								
FIRE ADMINISTRATION	239,293	1,378,622	230,165	870,325	0	870,325	203,029	23.33%
FIRE MARSHALL	96,328	493,552	82,466	312,457	0	312,457	76,910	24.61%
FIRE FIGHTING	3,108,561	15,652,579	3,073,719	11,255,470	20,000	11,275,470	2,958,239	26.24%
FIRE PREVENTION	39,262	136,624	26,047	108,235	0	108,235	26,413	24.40%
FIRE TRAINING	155,674	778,589	124,042	647,377	0	647,377	130,482	20.16%
EXPENDITURES	3,639,118	18,439,967	3,536,439	13,193,864	20,000	13,213,864	3,395,073	25.69%
Excess Funding Sources over Expenditures	(3,167,930)	(313,575)	(3,286,385)	0	0	0	(2,883,696)	
JAIL FUND (271)								
FUNDING SOURCES	71,786	419,094	58,923	844,500	0	844,500	68,735	8.14%
EXPENDITURES	85,831	896,733	217,543	844,500	0	844,500	270,500	32.03%
Excess Funding Sources over Expenditures	(14,045)	(477,639)	(158,620)	0	0	0	(201,765)	
SHERIFF'S COMMISSARY FUND (272)								
FUNDING SOURCES	0	176,645	1,536	225,045	0	225,045	30,189	13.41%
EXPENDITURES	0	207,454	18,109	225,045	0	225,045	19,494	8.66%
Excess Funding Sources over Expenditures	0	(30,808)	(16,574)	0	0	0	10,694	
CONFISCATED ASSETS FUND (273)								
FUNDING SOURCES	0	207,567	18,119	75,270	0	75,270	12,965	17.22%
EXPENDITURES	0	309,034	111,532	75,270	0	75,270	37,233	49.47%
Excess Funding Sources over Expenditures	0	(101,466)	(93,413)	0	0	0	(24,268)	
HOTEL/ MOTEL TAX FUND (275)								
FUNDING SOURCES	13,504	116,728	11,934	88,850	0	88,850	20,282	22.83%
EXPENDITURES	17,738	116,728	14,434	88,850	0	88,850	10,500	11.82%
Excess Funding Sources over Expenditures	(4,235)	0	(2,500)	0	0	0	9,782	
IMPACT FEE FUND (295)								



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 3/31/2012

	Actual as of 3/31/2010	2011 Year End Actual	Actual as of 3/31/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of Budget
FUNDING SOURCES	13,418	169,294	11,754	0	100,000	100,000	56,665	56.67%
EXPENDITURES								
LIBRARY	117,330	0	0	0	100,000	100,000	100,000	100.00%
EXPENDITURES	117,330	0	0	0	100,000	100,000	100,000	100.00%
Excess Funding Sources over Expenditures	(103,912)	169,294	11,754	0	0	0	(43,335)	
RECREATION CAPITAL CONSTRUCTIO (310)								
FUNDING SOURCES	6,150	63,699	10,874	15,000,000	0	15,000,000	11,412,724	76.08%
EXPENDITURES								
2012 G O BOND	0	0	0	0	0	0	113,975	0.00%
UNASSIGNED PROJECTS	13,275	1,021,498	3	4,612,789	0	4,612,789	0	0.00%
PARKS ENGINEERING/OPERATIONS	34,861	226,170	40,015	228,798	0	228,798	59,199	25.87%
PARK EQUIPMENT	18,095	77,967	0	0	0	0	12,919	0.00%
PARKS - CITY CLUB	3,900	41,300	0	408,414	0	408,414	40	0.01%
CLINE PARK	0	357	0	0	0	0	0	0.00%
UNIVETER/KILLIAN	6,539	0	0	0	0	0	8	0.00%
PATRIOT'S PK -KELLOGG CK/VICTORY DR	20,461	58,713	3,608	0	0	0	1,190	0.00%
SOCCER COMPLEX	167,183	1,094,830	24,945	850,000	0	850,000	330,940	38.93%
CANTON PARK ALONG THE ETOWAH	825	53,778	28,380	0	0	0	8	0.00%
HIGHWAY 20 - EAST PARK	0	260,830	0	0	0	0	15	0.00%
DUNN PROPERTY - SW PARK	386	(12,981)	(13,194)	0	0	0	90	0.00%
BLANKET CREEK	288,006	9,942	667	650,000	0	650,000	19	0.00%
AQUATIC CENTER	1,973	594,586	63,272	8,250,000	0	8,250,000	68,508	0.83%
GREENSPACE	0	281,883	13,751	0	0	0	0	0.00%
HOLLY SPRINGS PARK	0	3,549	0	0	0	0	0	0.00%
TWIN CREEKS SOFTBALL RENOVATIONS	0	18	0	0	0	0	0	0.00%
WOODSTOCK GREENPRINTGS	0	226,304	0	0	0	0	48	0.00%
WALESKA PARK	0	7,338	0	0	0	0	964	0.00%
WILLOUGHBY SEWELL PROPERTY	0	5,606	942	0	0	0	0	0.00%
WALESKA- CITY	0	4,068	0	0	0	0	0	0.00%
OLD DOSS PROPERTY	0	462,169	0	0	0	0	0	0.00%
BALL GROUND PARK	0	14,353	0	0	0	0	0	0.00%
BUFFINGTON PARK RENOVATION	0	4,675	4,675	0	0	0	0	0.00%
HOBGOOD PARK RENOVATIONS	0	1,258,034	2,174	0	0	0	344,124	0.00%
UNION HILL COMMUNITY CENTER	0	33,802	0	0	0	0	0	0.00%
SEQUOYAH PARK	0	612,221	172	0	0	0	0	0.00%
RECREATION CENTER	0	32,554	0	0	0	0	2,830	0.00%
KENNY ASKEW PARK	0	19,813	0	0	0	0	0	0.00%
PRIEST ROAD MASTER PLANNING	0	182	0	0	0	0	0	0.00%
CITY OF NELSON	0	8,642	0	0	0	0	0	0.00%
EXPENDITURES	555,502	6,402,201	169,410	15,000,000	0	15,000,000	934,875	6.23%



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 3/31/2012

	Actual as of 3/31/2010	2011 Year End Actual	Actual as of 3/31/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of Budget
Excess Funding Sources over Expenditures	(549,352)	(6,338,502)	(158,537)	0	0	0	10,477,847	
SPLOST IV (321)								
FUNDING SOURCES	1,167	463	69	0	0	0	0	0.00%
EXPENDITURES								
GREENSPACE SPLOST IV	0	1,237,946	923	0	0	0	0	0.00%
ADMINISTRATION/ENGINEERING	2	218	0	0	0	0	0	0.00%
ROADS & BRIDGES	0	2,061	0	0	0	0	0	0.00%
EARNEY ROAD	0	7,717	0	0	0	0	0	0.00%
RESURFACING (R&B)	0	50,824	0	0	0	0	0	0.00%
PATCHING/SPOT OVERLAY/WID/PREP	0	4,782	0	0	0	0	0	0.00%
EXPENDITURES	2	1,303,549	923	0	0	0	0	0.00%
Excess Funding Sources over Expenditures	1,165	(1,303,086)	(855)	0	0	0	0	
SPLOST V (322)								
FUNDING SOURCES	2,150,419	34,648,035	9,333,203	24,630,323	0	24,630,323	8,568,459	34.79%
EXPENDITURES								
COMMUNITY CENTERS	16,063	2,966	1,226	0	0	0	0	0.00%
TRANSFER FOR DEBT SERVICE PAYMENTS	1,041,667	4,166,667	1,041,667	3,132,088	0	3,132,088	1,041,667	33.26%
LIBRARY SPLOST V	0	100,000	100,000	1,950,000	0	1,950,000	0	0.00%
PARKS & RECREATION SPLOST V	177,480	837,770	198,077	5,148,406	0	5,148,406	629	0.01%
CITY DISTRIBUTION	462,159	6,690,240	1,612,411	4,328,898	0	4,328,898	1,768,121	40.84%
ADMIN/ACCOUNTING	13,756	68,695	14,148	52,815	0	52,815	14,228	26.94%
ADMINISTRATION/ENGINEERING	44,456	243,167	52,803	243,435	0	243,435	55,865	22.95%
ROADS & BRIDGES	84,122	1,083,734	396,970	1,298,529	0	1,298,529	343,685	26.47%
ROAD PROJECTS	553,893	5,354,031	626,114	2,050,722	0	2,050,722	182,305	8.89%
TRIPP ROAD OVER MILL CREEK	0	23,090	0	0	0	0	0	0.00%
TRICKUM RD @ WAGON TRAIL	0	0	812	0	0	0	0	0.00%
BELMONT TRACE	0	2,349	0	0	0	0	0	0.00%
R&B ANNUAL STORM DRAINAGE IMPROV	0	0	0	30,000	0	30,000	0	0.00%
SIGN INVENTORY	0	0	0	40,000	0	40,000	0	0.00%
2008 LARP	0	78	0	0	0	0	0	0.00%
ADMINISTRATION BUILDING	427,961	988,497	192,493	0	0	0	313,620	0.00%
FIRE - SPLOST V	338,482	94,329	8,520	3,340,135	0	3,340,135	0	0.00%
COMMUNICATIONS - E911	0	302,825	2,634	400,000	0	400,000	2,399	0.60%
LAW ENFORCEMENT	305,071	1,836,853	0	1,898,102	0	1,898,102	0	0.00%
SHERIFF VEHICLES	0	228,045	122,500	0	0	0	0	0.00%
SENIOR CENTER SPLOST V	0	1,800	0	450,000	0	450,000	870	0.19%
AIRPORT SPLOST V	1,390,170	3,256,590	748,309	267,193	0	267,193	563,427	210.87%
PATRIOT'S PK -KELLOGG CK/VICTORY DR	0	12,089	0	0	0	0	0	0.00%
AQUATIC CENTER	0	0	0	0	0	0	653,421	0.00%
EXPENDITURES	4,861,280	25,293,814	5,118,684	24,630,323	0	24,630,323	4,940,238	20.06%



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 3/31/2012

	Actual as of 3/31/2010	2011 Year End Actual	Actual as of 3/31/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of Budget
Excess Funding Sources over Expenditures	(2,710,860)	9,354,221	4,214,519	0	0	0	3,628,221	
SPLOST 2012 (323)								
FUNDING SOURCES	0	0	0	1,915,844	0	1,915,844	0	0.00%
EXPENDITURES	0	0	0	1,915,844	0	1,915,844	176,572	9.22%
Excess Funding Sources over Expenditures	0	0	0	0	0	0	(176,572)	
RESOURCE RECOVERY DEVELOPMT (375)								
FUNDING SOURCES	0	1,827,494	0	608,171	0	608,171	0	0.00%
EXPENDITURES	0	1,219,323	0	608,171	0	608,171	304,086	50.00%
Excess Funding Sources over Expenditures	0	608,171	0	0	0	0	(304,086)	
DEBT SERVICE (410)								
FUNDING SOURCES	2,210,298	13,821,347	2,264,506	4,375,382	0	4,375,382	1,738,422	39.73%
EXPENDITURES	660	12,546,522	0	4,375,382	0	4,375,382	4,261,121	97.39%
Excess Funding Sources over Expenditures	2,209,637	1,274,825	2,264,506	0	0	0	(2,522,699)	
CONFERENCE CENTER (555)								
FUNDING SOURCES	54,331	377,036	52,496	271,253	0	271,253	84,349	31.10%
EXPENDITURES	46,316	326,115	63,963	271,253	0	271,253	76,563	28.23%
Excess Funding Sources over Expenditures	8,015	50,921	(11,467)	0	0	0	7,787	
EMERGENCY MEDICAL SERVICES (580)								
FUNDING SOURCES	1,994,745	7,098,393	881,461	4,928,354	41,490	4,969,844	1,562,434	31.44%
EXPENDITURES	1,398,058	6,605,585	1,146,937	4,928,354	41,490	4,969,844	1,454,006	29.26%
Excess Funding Sources over Expenditures	596,687	492,808	(265,476)	0	0	0	108,428	
INSURANCE AND BENEFITS FUND (605)								
FUNDING SOURCES	2,032,205	11,782,014	2,330,379	7,503,018	0	7,503,018	2,052,049	27.35%
EXPENDITURES	2,360,644	9,513,902	2,291,819	7,503,018	0	7,503,018	2,230,654	29.73%
Excess Funding Sources over Expenditures	(328,439)	2,268,112	38,560	0	0	0	(178,605)	
FLEET MAINTENANCE FUND (610)								
FUNDING SOURCES	305,161	1,435,005	331,791	1,154,090	0	1,154,090	344,395	29.84%
EXPENDITURES	327,248	1,431,448	314,561	1,154,090	0	1,154,090	328,480	28.46%
Excess Funding Sources over Expenditures	(22,087)	3,556	17,230	0	0	0	15,914	
TOTAL FUNDING SOURCES	15,025,721	170,548,628	21,823,451	132,318,775	217,564	132,536,339	31,961,116	24.11%
TOTAL EXPENDITURES	30,196,124	160,239,828	28,423,361	132,318,775	217,564	132,536,339	33,663,449	25.40%
TOTAL EXCESS FUNDING SOURCES OVER EXPENDITURES	(15,170,403)	10,308,801	(6,599,910)	0	0	0	(1,702,333)	

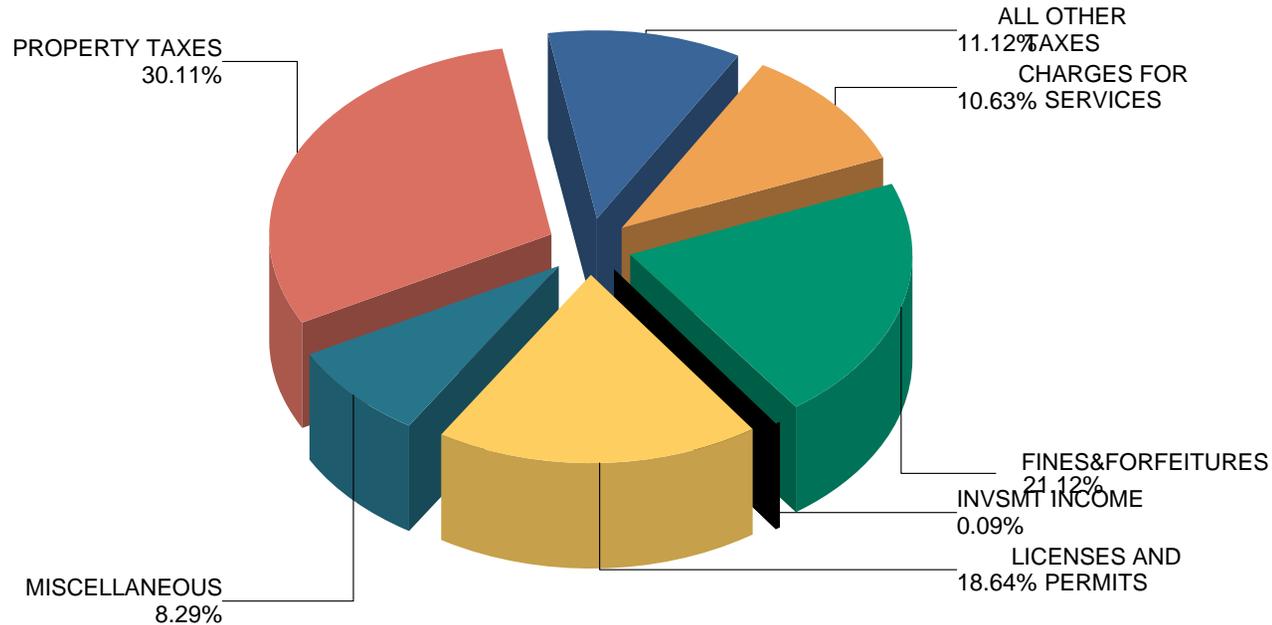
Since property taxes are a major source of revenue, and per accounting requirements they are primarily recorded in the year related to the assessment, it is part of the normal budget process to plan for more expenditures than revenues from January - September. The County relies on revenue recorded in the prior year to fund the following year. When we convert to a Oct 1 - Sept 30 fiscal year - our revenue reporting will better align will our expenditures.



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
28.21% of year lapsed

	2011 ACT (75%)	2011 YTD ACT	% of 2011 YE Actual	2012 Original Budget	Budget Adjustments	2012 Revised Budget	2012 YTD ACT	% of 2012 Budget
ALL EXTERNALLY GENERATED RECURRING REVENUES								
PROPERTY TAXES	8,220,420	438,563	5.34 %	7,070,205	0	7,070,205	1,106,992	15.66 %
ALL OTHER TAXES	1,766,178	326,372	18.48 %	1,746,800	0	1,746,800	408,958	23.41 %
LICENSES AND PERMITS	822,527	745,916	90.69 %	766,600	0	766,600	685,192	89.38 %
INTERGOVERNMENTAL RE	82,611	40,000	48.42 %	42,000	0	42,000	0	0.00 %
CHARGES FOR SERVICES	3,142,570	188,726	6.01 %	2,523,750	0	2,523,750	390,745	15.48 %
FINES AND FORFEITURE	3,704,266	716,187	19.33 %	3,661,100	0	3,661,100	776,653	21.21 %
INVESTMENT INCOME	13,926	7,867	56.49 %	4,500	0	4,500	3,299	73.30 %
MISCELLANEOUS	643,740	260,938	40.53 %	494,725	17,951	512,676	304,760	59.45 %
TOTAL EXT GEN REC REVENUES	18,396,238	2,724,569	14.81 %	16,309,680	17,951	16,327,631	3,676,599	22.52 %

General Fund Revenues By Source

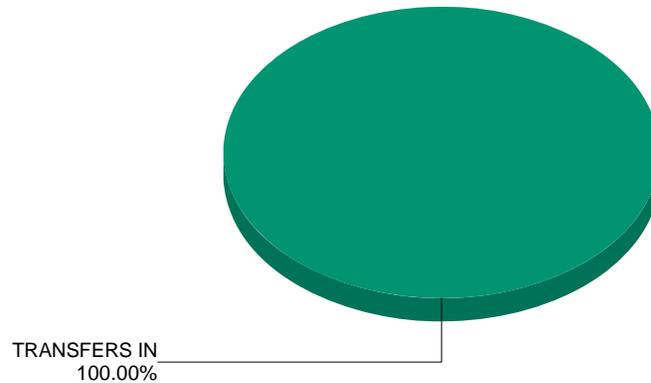




Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
28.21% of year lapsed

	2011 ACT (75%)	2011 YTD ACT	% of 2011 YE Actual	2012 Original Budget	Budget Adjustments	2012 Revised Budget	2012 YTD ACT	% of 2012 Budget
OTHER FINANCE SOURCES								
TRANSFERS IN	0	0	0.00 %	77,233	0	77,233	18,244	23.62 %
SALE OF ASSETS	1,549,407	0	0.00 %	0	0	0	0	0.00 %
PROCEEDS FROM DEBT INSTRUMENTS	0	1,361,000	0.00 %	0	0	0	0	0.00 %
TOTAL OTHER FINANCE SOURCES	1,549,407	1,361,000	87.84 %	77,233	0	77,233	18,244	23.62 %

General Fund Other Financing Sources



TOTAL INFLOWS	19,945,645	4,085,569	20.48 %	16,386,913	17,951	16,404,864	3,694,844	22.52 %
USE OF RESERVES								
USE OF RESERVES	0	0	0.00 %	25,419,651	0	25,419,651	0	0.00 %
TOTAL USE OF RESERVES	0	0	0.00 %	25,419,651	0	25,419,651	0	0.00 %
TOTAL FUNDING SOURCES	19,945,645	4,085,569	20.48 %	41,806,564	17,951	41,824,514	3,694,844	8.83%



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
28.21% of year lapsed

	2011 ACT (75%)	2011 YTD ACT	% of 2011 YE Actual	2012 Original Budget	Budget Adjustments	2012 Revised Budget	2012 YTD ACT	% of 2012 Budget
EXPENDITURES								
GENERAL SERVICES								
BOARD OF COMMISSIONERS	181,304	53,624	29.58 %	180,911	0	180,911	53,923	29.81%
COUNTY CLERK	95,840	15,679	16.36 %	62,520	0	62,520	15,301	24.47%
COUNTY MANAGER	214,946	62,370	29.02 %	204,981	0	204,981	51,684	25.21%
ELECTIONS	323,219	89,442	27.67 %	572,046	0	572,046	176,606	30.87%
COUNTY ATTORNEY	302,619	99,392	32.84 %	243,750	0	243,750	95,468	39.17% ¹
HUMAN RESOURCES	185,666	55,723	30.01 %	203,901	0	203,901	45,619	22.37%
TAX COMMISSIONER	1,104,158	313,665	28.41 %	1,137,662	0	1,137,662	314,618	27.65%
TAX ASSESSOR	1,180,436	314,860	26.67 %	1,213,434	0	1,213,434	316,201	26.06%
GENERAL ADMINISTRATION	68,512	6,542	9.55 %	19,593	0	19,593	23,834	121.64% ²
PRINTING AND COPY CENTER	97,872	26,777	27.36 %	87,903	0	87,903	37,385	42.53% ³
CORONER	83,200	19,170	23.04 %	77,127	0	77,127	20,810	26.98%
HEALTH AND HUMAN SERVICES	304,034	79,339	26.10 %	245,668	0	245,668	62,679	25.51%
COUNTY EXTENSION SERVICES	58,005	4,335	7.47 %	65,512	0	65,512	22,318	34.07%
GENERAL SERVICES	4,199,811	1,140,918	27.17 %	4,315,009	0	4,315,009	1,236,447	28.65 %
CULTURAL AFFAIRS								
CHILDREN & YOUTH SERVICES	33,369	2,117	6.34 %	33,425	0	33,425	1,716	5.13%
LIBRARY ADMINISTRATION	1,518,383	456,269	30.05 %	1,366,545	0	1,366,545	455,515	33.33%
CHEROKEE ARTS CENTER	33,333	10,000	30.00 %	30,000	0	30,000	10,000	33.33%
HISTORICAL SOCIETY	23,638	7,332	31.02 %	21,680	0	21,680	6,921	31.92%
VETERANS ADMINISTRATION	4,002	1,351	33.75 %	3,960	0	3,960	1,098	27.72%
CULTURAL AFFAIRS	1,612,726	477,069	29.58 %	1,455,610	0	1,455,610	475,249	32.65 %
SUPPORT SERVICES								
FINANCE	429,808	94,295	21.94 %	430,776	0	430,776	103,100	23.93%
PURCHASING	139,874	39,299	28.10 %	145,362	0	145,362	40,357	27.76%
INFORMATION TECHNOLOGY SYSTEMS	1,025,895	206,013	20.08 %	1,138,813	0	1,138,813	299,207	26.27%
SUPPORT SERVICES	1,595,578	339,607	21.28 %	1,714,951	0	1,714,951	442,664	25.81 %
JUDICIAL SERVICES								
COURT ADMINISTRATIVE SERVICES	407,452	107,892	26.48 %	498,304	0	498,304	122,800	24.64%
SUPERIOR COURT	517,475	145,757	28.17 %	524,807	0	524,807	129,094	24.60%
SUPERIOR COURT PRE-TRIAL SERV	68,301	23,075	33.78 %	107,639	0	107,639	27,080	25.16%
INDIGENT DEFENSE	1,236,655	232,876	18.83 %	1,308,282	0	1,308,282	226,276	17.30%
CLERK OF SUPERIOR COURT	2,123,182	653,261	30.77 %	2,110,686	0	2,110,686	619,700	29.36%
BOARD OF EQUALIZATION	10,711	180	1.68 %	18,861	0	18,861	988	5.24% ³⁰
DISTRICT ATTORNEY	1,234,360	318,801	25.83 %	1,184,166	0	1,184,166	297,754	25.14%



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
28.21% of year lapsed

	2011 ACT (75%)	2011 YTD ACT	% of 2011 YE Actual	2012 Original Budget	Budget Adjustments	2012 Revised Budget	2012 YTD ACT	% of 2012 Budget
STATE COURT	480,152	129,940	27.06 %	493,488	0	493,488	143,377	29.05%
STATE COURT SOLICITOR	994,208	267,148	26.87 %	990,470	0	990,470	271,029	27.36%
MAGISTRATE COURT	221,989	62,068	27.96 %	228,183	0	228,183	60,495	26.51%
PROBATE COURT	417,652	116,279	27.84 %	443,760	0	443,760	120,334	27.12%
JUVENILE COURT	558,407	139,812	25.04 %	584,270	0	584,270	141,676	24.25%
ADULT PROBATION AND PAROLE	7,500	2,500	33.33 %	0	0	0	0	0.00%
JUDICIAL SERVICES	8,278,045	2,199,589	26.57 %	8,492,916	0	8,492,916	2,160,603	25.44 %
LAW ENFORCEMENT								
VICE CONTROL	500,386	152,472	30.47 %	534,817	0	534,817	132,747	24.82%
LAW ENFORCEMENT ADMINISTRATION	2,153,462	507,100	23.55 %	2,036,327	0	2,036,327	483,777	23.76%
CRIME AND INVESTIGATION	1,502,584	408,627	27.19 %	1,510,632	0	1,510,632	396,061	26.22%
MAJOR CRIMES UNIT	402,992	111,395	27.64 %	419,251	0	419,251	113,595	27.09%
UNIFORM PATROL	5,356,677	1,476,306	27.56 %	5,461,370	17,951	5,479,321	1,528,338	27.89%
SHERIFF TRAINING DIVISION	380,311	96,417	25.35 %	436,499	0	436,499	122,078	27.97%
SPECIAL DETAIL SERVICES	112,430	10,735	9.55 %	112,611	0	112,611	10,523	9.34%
COURT SERVICES	1,895,112	508,408	26.83 %	2,021,104	0	2,021,104	541,459	26.79%
SHERIFF INTERNAL AFFAIRS	81,832	20,537	25.10 %	80,898	0	80,898	23,321	28.83%
SHERIFF CROSSING GUARDS	138,847	39,495	28.45 %	125,394	0	125,394	47,945	38.24%
ADULT CORRECTIONAL INSTITUTE	7,195,045	1,874,809	26.06 %	7,233,113	0	7,233,113	2,148,286	29.70%
EMERGENCY MANAGEMENT	168,289	42,254	25.11 %	176,299	0	176,299	38,895	22.06%
LAW ENFORCEMENT	19,887,966	5,248,555	26.39 %	20,148,315	17,951	20,166,266	5,587,026	27.70 %
COUNTY MARSHAL								
ANIMAL CONTROL	216,771	54,885	25.32 %	0	0	0	0	0.00%
COUNTY MARSHAL	216,771	54,885	25.32 %	0	0	0	0	0.00 %
COMMUNITY DEVELOPMENT								
GEOGRAPHICAL INFORMATION SYSTE	220,611	49,270	22.33 %	0	0	0	0	0.00%
BUILDING INSPECTIONS	0	242	0.00 %	0	0	0	0	0.00%
COMMUNITY DEVELOPMENT	220,611	49,512	22.44 %	0	0	0	0	0.00 %
PUBLIC WORKS								
PROPERTY MANAGEMENT	766,202	217,009	28.32 %	765,147	0	765,147	149,535	19.54%
LANDFILL CLOSURE/POSTCLOSURE	121,830	0	0.00 %	119,250	0	119,250	9,334	7.83%
PUBLIC WORKS	888,032	217,009	24.44 %	884,397	0	884,397	158,870	17.96 %
COMMUNITY SERVICES								
COMMUNITY SERVICES AGENCY	76,778	20,588	26.82 %	0	0	0	111	0.00%
RECYCLABLES COLLECTION	113,261	27,657	24.42 %	114,006	0	114,006	31,015	27.21%
COMMUNITY SERVICES	190,039	48,246	25.39 %	114,006	0	114,006	31,126	27.30 %
INTERFUND TRANSFERS								



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
28.21% of year lapsed

	2011 ACT (75%)	2011 YTD ACT	% of 2011 YE Actual	2012 Original Budget	Budget Adjustments	2012 Revised Budget	2012 YTD ACT	% of 2012 Budget
TRANSFER TO SENIOR SERVICES	441,641	147,214	33.33 %	385,225	0	385,225	128,408	33.33%
TRANSFER TO RECREATION FUND	548,017	182,672	33.33 %	551,442	0	551,442	183,814	33.33%
TRANSFER TO TRANSPORTATION	0	0	0.00 %	149,128	0	149,128	44,209	29.65%
TRANSFERS TO GRANT FUND	5,519	0	0.00 %	39,154	0	39,154	0	0.00%
TRANSFERS TO ANIMAL SVC FUND	562,019	187,340	33.33 %	180,597	0	180,597	60,199	33.33%
TRANS TO RRDA FUND	0	0	0.00 %	608,171	0	608,171	0	0.00%
TRANSFER TO EMERGENCY MEDICAL	403,503	134,501	33.33 %	496,709	0	496,709	165,570	33.33%
INTERFUND TRANSFERS	1,960,699	651,727	33.24 %	2,410,426	0	2,410,426	582,200	24.15 %
CAPITAL EXPENDITURES	44,231	0	0.00 %	54,800	0	54,800	0	0.00 %
ECONOMIC DEVELOPMENT	753,550	187,662	24.90 %	702,750	0	702,750	184,264	26.22 %
FLEX BENEFITS	4,239	0	0.00 %	15,443	0	15,443	0	0.00 %
WORKERS COMP/UTILITIES/OTHER ADMIN	1,667,811	574,535	34.45 %	1,497,941	0	1,497,941	444,943	29.70 %
TOTAL EXPENDITURES	41,520,110	11,188,559	26.95 %	41,806,564	17,951	41,824,514	11,303,394	27.03 %

NOTES ABOUT EXPECTED YTD SPENDING:

For payroll expenditures - 28.2% of the year has lapsed (5.5 of 19.5 payroll cycles completed).
 Other expenses may better align with a monthly cycle of expenses. For these accounts, 33.3% of the year has lapsed.
 These percentages are considered when reviewing YTD spending.

The General Fund has expended 27.03% of its 2012 Budget. While some departments are over the YTD expected spending, others are under - sometimes due to timing and other times due to unexpected expenses. In addition, many accounts have significantly exceeded the expected YTD spending in terms of percentage - but the dollar variance is very small.

Overall we are believe the General Fund will achieve the 2012 Budget.

Explanations for departments appearing over-budget:

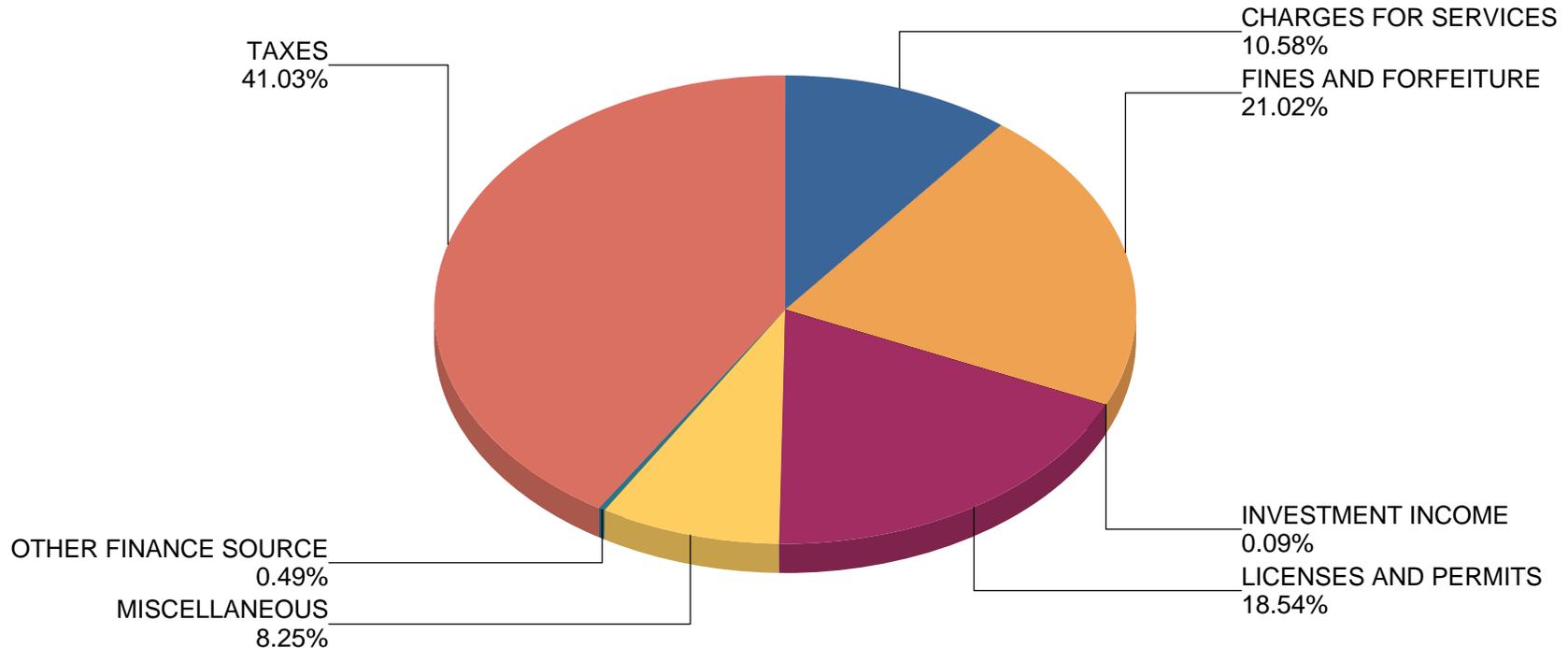
- 1 For the County Attorney we budgeted \$27,000/month. January invoice = \$65,301, February = \$28,719, March not reflected
- 2 General Administrative - The percentage indicates the variance is significant - but the actual dollar variance is immaterial.
- 3 Printing & Copy Center - variance only due to timing of invoices.



Cherokee County Board of Commissioners Budget Comparison Report - General Fund - By Account

		2011 Year End Actual	Actual as of 3/31/2011	% of 2011 Budget	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of 2012 Budget
ALL FUNDING SOURCES									
TAXES	31	42,031,643	764,935	1.82 %	8,817,005	0	8,817,005	1,515,951	17.19 %
LICENSES AND PERMITS	32	769,845	745,916	96.89 %	766,600	0	766,600	685,192	89.38 %
INTERGOVERNMENTAL RE	33	82,611	40,000	48.42 %	42,000	0	42,000	0	0.00 %
CHARGES FOR SERVICES	34	6,999,270	188,726	2.70 %	2,523,750	0	2,523,750	390,745	15.48 %
FINES AND FORFEITURE	35	5,009,415	716,187	14.30 %	3,661,100	0	3,661,100	776,653	21.21 %
INVESTMENT INCOME	36	16,216	7,867	48.52 %	4,500	0	4,500	3,299	73.30 %
MISCELLANEOUS	38	678,379	260,938	38.46 %	494,725	17,951	512,676	304,760	59.45 %
USE OF RESERVES	389*	0	0	0.00 %	25,419,651	0	25,419,651	0	0.00 %
OTHER FINANCE SOURCE	39	3,844,952	1,361,000	35.40 %	77,233	0	77,233	18,244	23.62 %
TOTAL ALL FUNDING SOURCES		59,432,332	4,085,569	6.87 %	41,806,564	17,951	41,824,514	3,694,844	8.83 %

General Fund All Funding Sources





Cherokee County Board of Commissioners Budget Comparison Report - General Fund - By Account

		2011 Year End Actual	Actual as of 3/31/2011	% of 2011 Budget	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of 2012 Budget
EXPENDITURES									
REGULAR EMPLOYEES	511100	26,908,035	5,663,688	21.05 %	19,517,399	0	19,517,399	5,404,147	27.69 %
SALARIES/ SALARY SUPPLEMEN	511101	228,622	47,532	20.79 %	172,917	0	172,917	48,032	27.78 %
SALARIES/ COURT SERVICE	511102	25,516	4,273	16.75 %	22,500	0	22,500	6,385	28.38 %
SALARIES/ HOLIDAY PAY	511103	180,215	24,275	13.47 %	224,150	0	224,150	43,739	19.51 %
UNIFORM ALLOWANCE	511110	51,335	13,620	26.53 %	48,788	0	48,788	14,125	28.95 %
POLL WORKER	511113	38,699	0	0.00 %	160,000	0	160,000	74,605	46.63 %
PERFECT ATTENDANCE	511115	118,534	0	0.00 %	0	0	0	0	0.00 %
PART TIME/TEMP EMPLOYEES	511200	411,962	14,261	3.46 %	666,517	0	666,517	177,469	26.63 %
OVERTIME	511300	894,553	170,251	19.03 %	850,946	0	850,946	219,073	25.74 %
GROUP INSURANCE - HEALTH	512101	3,006,312	586,120	19.50 %	2,255,567	0	2,255,567	597,712	26.50 %
GROUP INSURANCE - LIFE	512102	75,324	14,345	19.04 %	50,305	0	50,305	14,116	28.06 %
GROUP INSURANCE - DENTAL	512103	152,399	30,446	19.98 %	109,150	0	109,150	30,021	27.50 %
GROUP INSURANCE-LONG TERM	512104	149,983	28,866	19.25 %	100,394	0	100,394	28,269	28.16 %
GROUP INSURANCE-SHORT TER	512105	22,220	4,380	19.71 %	15,411	0	15,411	4,335	28.13 %
SOCIAL SECURITY (FICA) CONT	512200	1,634,999	340,617	20.83 %	1,344,136	0	1,344,136	344,602	25.64 %
MEDICARE	512300	384,968	79,612	20.68 %	314,358	0	314,358	80,594	25.64 %
RETIREMENT CONTRIBUTION/40'	512402	23,657	4,528	19.14 %	15,753	0	15,753	4,465	28.34 %
DEFINED BENEFIT PLAN	512403	358	0	0.00 %	1,219,404	0	1,219,404	8	0.00 %
DEFINED BENEFIT REDUCTION	512404	0	0	0.00 %	(1,219,404)	0	(1,219,404)	0	0.00 %
UNEMPLOYMENT INSURANCE	512600	25,208	0	0.00 %	28,292	0	28,292	0	0.00 %
WORKER'S COMP ADMIN FEES	512700	161,582	16,424	10.16 %	169,651	0	169,651	14,547	8.57 %
WORKERS COMP CLAIMS	512701	507,956	260,585	51.30 %	380,234	0	380,234	77,787	20.46 %
ERIP	512800	321,036	57,690	17.97 %	0	0	0	0	0.00 %
OTHER EMPLOYEE BENEFITS	512900	9,338	1,293	13.85 %	5,000	0	5,000	284	5.68 %
OFFICIAL/ADMINISTRATIVE	521100	1,161	0	0.00 %	0	0	0	0	0.00 %
OFFICIAL/ADMINISTRATIVE/JURY	521101	165,000	40,000	24.24 %	93,750	0	93,750	30,000	32.00 %
ADMINISTRATIVE/ WITNESS FEE	521102	4,994	0	0.00 %	8,500	0	8,500	3,356	39.48 %
PROFESSIONAL	521200	1,238,676	204,480	16.51 %	854,881	0	854,881	190,836	22.32 %
PROFESSIONAL SERVICES/REPC	521201	324,455	66,604	20.53 %	215,997	0	215,997	40,838	18.91 %
PROFESSIONAL/COURT INTERPF	521203	74,251	15,387	20.72 %	95,375	0	95,375	15,715	16.48 %
COURT APPOINTED ATTORNEY	521204	1,308,995	156,163	11.93 %	1,010,150	0	1,010,150	161,276	15.97 %
PROF SVCS JUDICIAL ASSISTAN	521206	3,000	600	20.00 %	1,875	0	1,875	1,500	80.00 %
INDIGENT BURIAL	521213	1,000	0	0.00 %	3,000	0	3,000	0	0.00 %
ATTORNEY FOR THE DAY	521215	156,874	18,074	11.52 %	118,500	0	118,500	29,700	25.06 %
PROF SVC/GUARDIAN AD LITEM	521216	121,569	18,530	15.24 %	75,000	0	75,000	8,486	11.31 %
PROFESSIONAL SERVICE-MEDIC	521260	2,029,690	469,130	23.11 %	1,433,209	0	1,433,209	635,775	44.36 %
TECHNICAL	521300	259,602	66,169	25.49 %	102,875	(12,627)	90,248	13,164	14.59 %



Cherokee County Board of Commissioners Budget Comparison Report - General Fund - By Account

		2011 Year End Actual	Actual as of 3/31/2011	% of 2011 Budget	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of 2012 Budget
DISPOSAL	522110	42,889	6,390	14.90 %	6,850	0	6,850	4,176	60.97 %
DISPOSAL-ENVIRONMENTAL	522116	0	0	0.00 %	13,195	0	13,195	3,310	25.09 %
CONSTRUCTION DISPOSAL	522117	0	1,200	0.00 %	3,000	0	3,000	0	0.00 %
CUSTODIAL	522130	290,830	72,625	24.97 %	210,978	0	210,978	70,326	33.33 %
LAWN CARE	522140	79,470	19,557	24.61 %	68,000	0	68,000	17,772	26.13 %
REPAIRS AND MAINTENANCE	522200	474,209	116,386	24.54 %	382,133	(80,805)	301,328	38,489	12.77 %
VEHICLE MAINTENANCE	522202	480,625	116,808	24.30 %	352,653	6,406	359,058	124,436	34.66 %
VEHICLE REPAIRS- INSURANCE (522203	15,737	1,751	11.13 %	0	1,545	1,545	2,054	132.92 %
EQUIPMENT SERVICE AGREEMENT	522204	0	0	0.00 %	128,786	(32,373)	96,413	8,201	8.51 %
RENTAL OF LAND AND BUILDING	522310	1,500	0	0.00 %	8,400	0	8,400	1,500	17.86 %
RENTAL OF EQUIPMENT AND VE	522320	183,089	28,162	15.38 %	153,637	0	153,637	37,227	24.23 %
INSURANCE, OTHER BENEFITS	523100	259,079	70,454	27.19 %	229,006	0	229,006	153,034	66.83 %
INSURANCE - SURETY BONDS	523102	1,067	1,067	100.00 %	0	0	0	0	0.00 %
INSURANCE DEDUCTIBLES	523110	10,262	3,094	30.15 %	1,837	0	1,837	2,927	159.31 %
COMMUNICATIONS	523200	441,491	132,397	29.99 %	346,779	0	346,779	97,316	28.06 %
CELL PHONE	523201	222,820	27,138	12.18 %	153,573	5,000	158,573	46,867	29.56 %
POSTAGE	523250	310,964	47,911	15.41 %	292,963	0	292,963	66,543	22.71 %
ADVERTISING	523300	36,567	4,403	12.04 %	25,038	0	25,038	1,072	4.28 %
PRINTING AND BINDING	523400	36,961	1,828	4.95 %	43,368	0	43,368	6,394	14.74 %
TRAVEL	523500	115,908	19,403	16.74 %	166,819	(10,000)	156,819	26,587	16.95 %
DUES AND FEES	523600	82,916	13,575	16.37 %	80,258	0	80,258	20,469	25.50 %
EDUCATION AND TRAINING	523700	146,111	33,248	22.76 %	164,227	15,000	179,227	54,190	30.24 %
CONTRACT LABOR	523850	7,533	0	0.00 %	0	0	0	0	0.00 %
OTHER PURCHASED SERVICES	523900	44,663	9,665	21.64 %	37,363	0	37,363	7,443	19.92 %
PURCHASED SVCS DEATH PENA	523901	0	0	0.00 %	50,000	0	50,000	0	0.00 %
AUTOMOTIVE SERVICES O/S FLE	523910	67,560	18,627	27.57 %	63,750	0	63,750	7,836	12.29 %
GENERAL SUPPLIES AND MATEF	531100	739,723	120,872	16.34 %	615,314	0	615,314	130,642	21.23 %
GEN SUPPLIES/ WEAPONS & AMI	531101	195,539	12,369	6.33 %	153,397	0	153,397	30,209	19.69 %
GENERAL SUPPLIES- CUSTODIAL	531105	40,497	9,003	22.23 %	41,019	0	41,019	10,200	24.87 %
AUTOMOTIVE SUPPLIES	531150	4,556	0	0.00 %	14,175	0	14,175	65	0.46 %
WATER/SEWER	531210	49,478	8,254	16.68 %	57,005	0	57,005	3,007	5.27 %
NATURAL GAS	531220	19,915	6,861	34.45 %	21,780	0	21,780	5,098	23.40 %
ELECTRICITY	531230	502,304	134,312	26.74 %	420,600	0	420,600	115,500	27.46 %
GASOLINE	531270	985,267	149,176	15.14 %	685,608	0	685,608	164,339	23.97 %
FOOD	531300	554,032	90,030	16.25 %	443,631	0	443,631	83,115	18.74 %
BOOKS AND PERIODICALS	531400	21,421	3,331	15.55 %	19,911	0	19,911	3,884	19.50 %
SMALL EQUIPMENT	531600	102,994	6,515	6.33 %	78,867	0	78,867	2,875	3.65 %
OTHER MISCELLANEOUS EQUIPI	531650	499	0	0.00 %	500	0	500	0	0.00 %



Cherokee County Board of Commissioners Budget Comparison Report - General Fund - By Account

		2011 Year End Actual	Actual as of 3/31/2011	% of 2011 Budget	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 3/31/2012	% of 2012 Budget
NON ASSET COMPUTER EQUIPM	531660	667,119	36,694	5.50 %	563,806	125,805	689,611	274,887	39.86 %
OTHER SUPPLIES	531700	334,319	45,574	13.63 %	301,491	0	301,491	39,270	13.03 %
VEHICLES	542200	10,856	0	0.00 %	0	0	0	0	0.00 %
COMPUTERS	542400	65,478	0	0.00 %	54,800	0	54,800	0	0.00 %
OTHER EQUIPMENT	542500	125,301	0	0.00 %	0	0	0	0	0.00 %
INTERGOVERNMENTAL	571000	81,060	4,335	5.35 %	65,512	0	65,512	22,318	34.07 %
PAYMENTS TO OTHER AGENCIES	572000	2,660,161	671,094	25.23 %	2,067,703	(113,530)	1,954,173	622,588	31.86 %
PAYMENTS TO OTHERS	573000	14,300	41	0.29 %	7,500	0	7,500	100	1.33 %
BOND PRINCIPAL	581100	296,596	28,477	9.60 %	133,336	99,045	232,381	52,019	22.39 %
CAPITAL LEASE PRINCIPAL	581200	0	0	0.00 %	0	14,486	14,486	0	0.00 %
BOND INTEREST	582100	303,210	46,262	15.26 %	202,989	0	202,989	47,949	23.62 %
OTHER DEBT PAYMENTS	582300	62,852	0	0.00 %	0	0	0	0	0.00 %
TRANSFER TO SENIOR SERVICES	611221	488,855	147,214	30.11 %	385,225	0	385,225	128,408	33.33 %
TRANSFER TO RECREATION FUNDS	611225	730,689	182,672	25.00 %	551,442	0	551,442	183,814	33.33 %
TRANSFER TO TRANSPORTATION	611240	294,867	0	0.00 %	149,128	0	149,128	44,209	29.65 %
TRANSFERS TO GRANT FUNDS	611250	44,677	0	0.00 %	39,154	0	39,154	0	0.00 %
TRANSFERS TO ANIMAL SERVICES FUND	611252	749,359	187,340	25.00 %	180,597	0	180,597	60,199	33.33 %
TRANS TO RRDA FUND	611375	1,217,844	0	0.00 %	608,171	0	608,171	0	0.00 %
TRANSFER TO EMERGENCY MEDICAL	611580	538,004	134,501	25.00 %	496,709	0	496,709	165,570	33.33 %
TOTAL EXPENDITURES		56,276,098	11,188,559	19.88 %	41,806,564	17,951	41,824,514	11,303,394	27.03 %

NOTES ABOUT EXPECTED YTD SPENDING

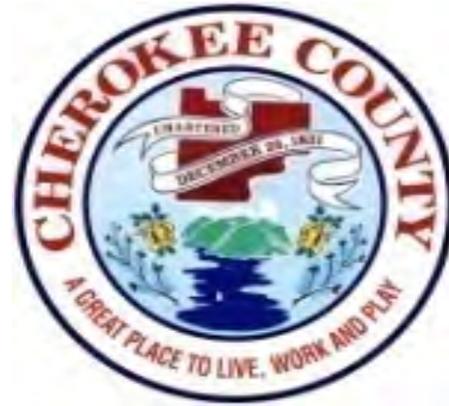
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These percentages are considered when reviewing YTD spending.

The General Fund has expended 27.03% of its 2012 Budget. While some accounts are over the YTD expected spending, others are under - sometimes due to timing and other times due to unexpected expenses. In addition, many accounts have significantly exceeded the expected YTD spending in terms of percentage - but the dollar variance is very small.

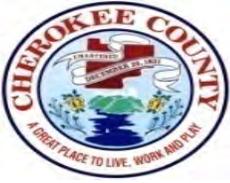
Overall we believe the General Fund will achieve the 2012 Budget.



Cherokee County Board of Commissioners

Cash Reports

March 2012

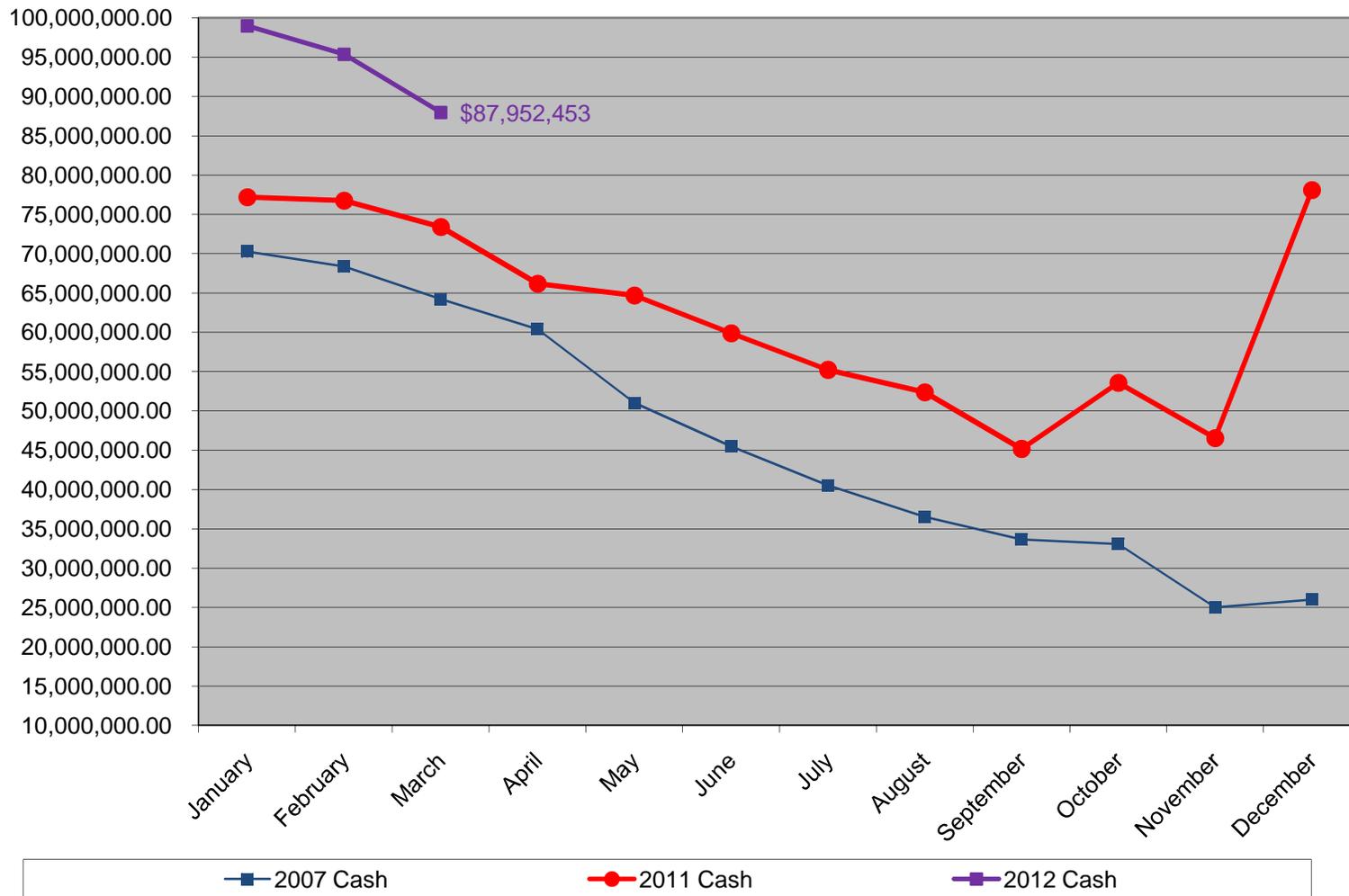


Cherokee County Board of Commissioners Cash Balance Statement

	<u>3/31/2011</u>	<u>3/31/2012</u>	<u>Increase/ Decrease</u>
General Fund	20,009,128	23,865,615	3,856,488
Flex Benefits	(1,633)	(30,864)	(29,231)
Law Library	(94)	(94)	(0)
E911	1,210,943	900,304	(310,640)
Senior Services	63,599	(31,032)	(94,630)
Parks and Recreation	(138,660)	116,626	255,286
Insurance Premium Fund	(1,787,068)	(702,185)	1,084,882
Transportation Fund	(239,478)	(40,546)	198,932
Grant Fund	(199,869)	(83,952)	115,917
Community Development	(128,034)	(83,159)	44,875
Animal Services	39,185	(64,447)	(103,631)
DA's Confiscation Fund	73,918	86,974	13,056
DATE Fund	487,415	531,924	44,509
Victim/ Witness Fund	780	12,584	11,804
DUI Fund	99,750	136,136	36,386
Fire District Fund	9,308,729	10,119,258	810,529
Jail Fund	1,971,760	1,450,976	(520,784)
Hotel/ Motel Fund	(2,500)	9,782	12,282
RRDA Bond	0	(304,086)	(304,086)
Debt Service Fund	9,518,880	5,119,086	(4,399,795)
Conference Center Fund	114,876	205,374	90,498
Emergency Medical	(255,135)	106,331	361,465
Insurance/ Benefits	238	2,071,224	2,070,986
Fleet Management	(107,707)	(100,194)	7,513
General & Special Revenue	\$40,039,022	\$43,291,635	\$3,252,612
Impact Fee Fund	3,629,885	3,744,090	114,206
Recreation Bond Construction Fund	27,974,708	32,272,407	4,297,699
SPLOST IV Fund	1,302,135	(124)	(1,302,259)
SPLOST V Fund	445,795	8,821,017	8,375,222
SPLOST 2012	-	(176,572)	(176,572)
Capital Funds	\$33,352,523	\$44,660,818	\$11,308,295
Total Ending Cash	<u><u>\$73,391,546</u></u>	<u><u>\$87,952,453</u></u>	<u><u>\$14,560,907</u></u>



All Funds Cash



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

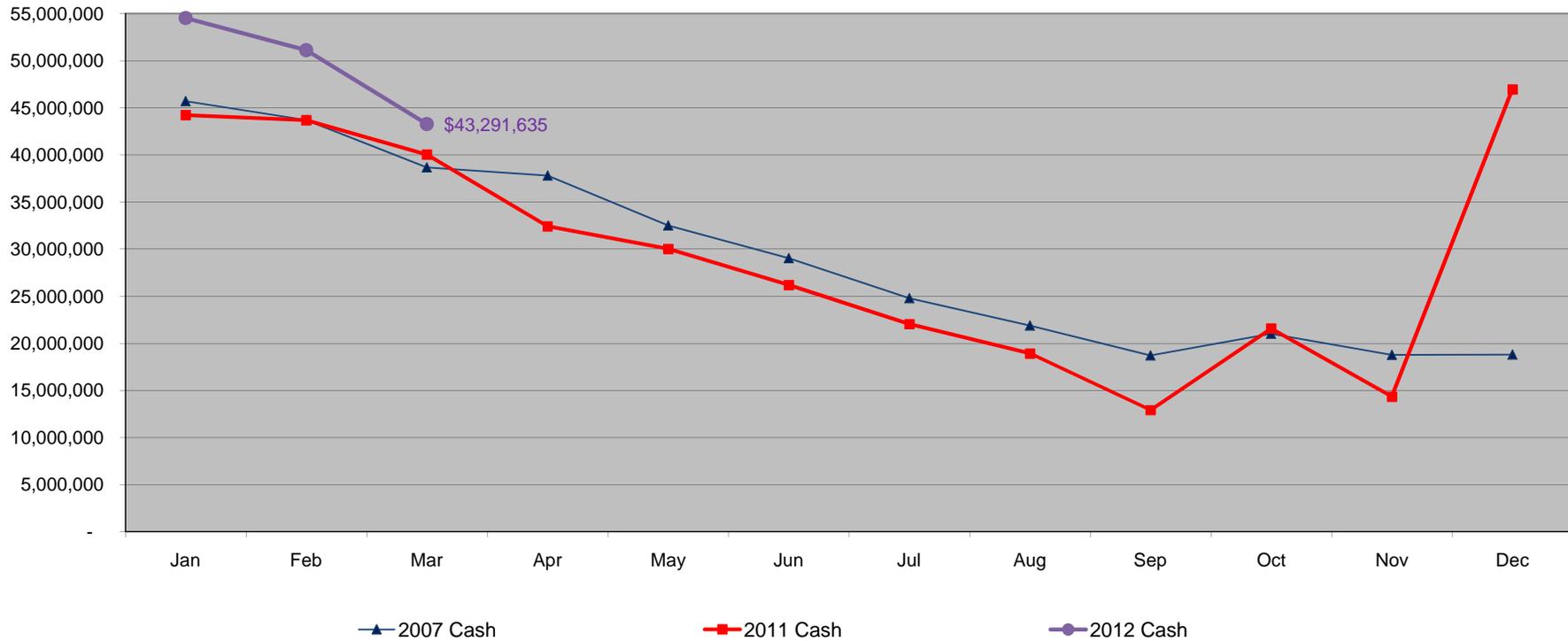


Cherokee County Board of Commissioners

Cash Balance Statement w/o Capital Funds

	Beginning Balance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2007 Actual	10,475,236	45,704,389	43,694,849	38,670,410	37,791,373	32,494,323	29,037,539	24,795,360	21,880,008	18,712,489	21,001,039	18,775,886	18,796,184
2008 Actual	18,796,184	50,997,167	50,093,223	43,755,996	40,179,125	37,260,156	33,495,106	30,005,163	24,043,509	19,131,245	16,352,868	12,925,778	11,364,506
2009 Actual	11,364,506	47,395,721	42,988,069	38,217,481	34,727,580	31,810,547	30,436,876	24,350,743	20,976,731	14,536,342	13,538,981	12,370,221	27,466,410
2010 Actual	27,466,410	47,362,394	44,435,928	40,668,051	35,017,138	31,029,940	26,436,180	22,124,767	18,005,480	13,391,930	16,538,104	8,470,933	38,061,437
2011 Actual	38,061,437	44,221,950	43,685,765	40,039,022	32,425,417	30,024,995	26,191,634	22,046,176	18,931,348	12,917,651	21,572,913	14,350,965	46,970,433
2012 Actual	46,970,433	54,525,546	51,109,606	43,291,635									

Cash w/o Capital Funds

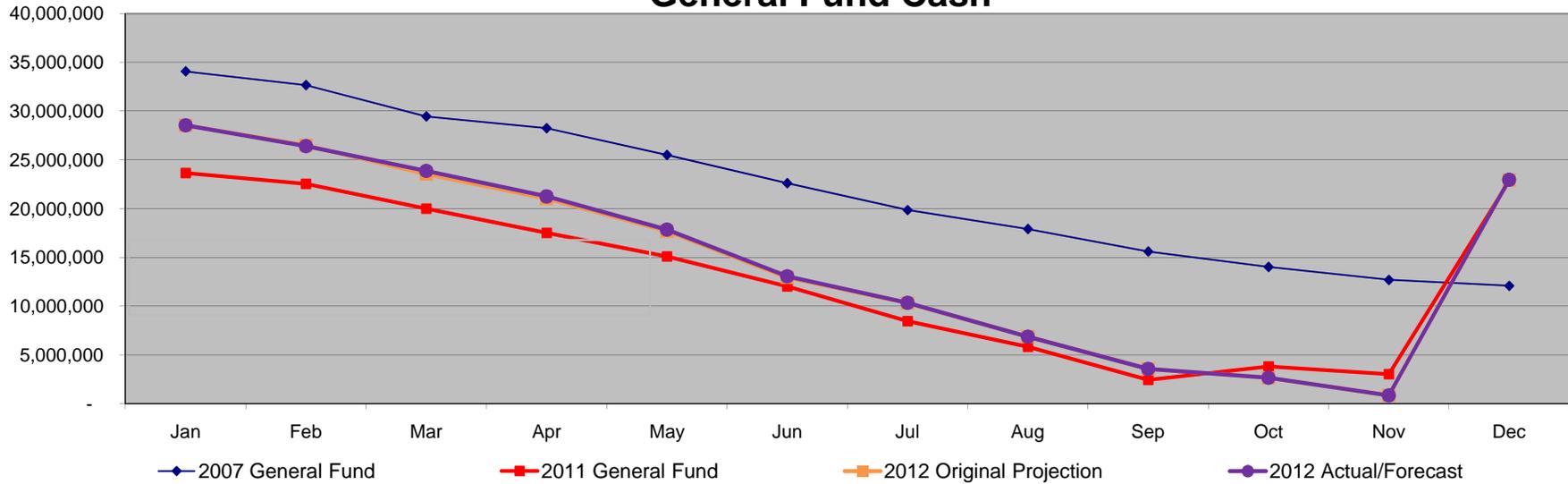




Cherokee County Board of Commissioners General Fund Cash Balance Statement

	Beginning Balance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2007 Actual	12,214,917	34,069,211	32,661,887	29,451,527	28,239,536	25,501,823	22,609,411	19,859,767	17,917,538	15,612,739	14,027,407	12,698,459	12,094,654
2008 Actual	12,094,654	35,841,557	32,240,977	29,968,545	27,123,310	24,611,376	21,215,839	18,280,708	12,952,282	9,534,041	7,032,168	5,010,199	2,615,131
2009 Actual	2,615,131	27,497,838	25,577,230	22,234,014	20,149,766	17,890,619	16,471,428	11,164,007	9,150,823	5,111,872	4,049,093	2,561,858	13,681,049
2010 Actual	13,681,049	27,065,167	25,054,571	22,924,994	21,242,154	18,520,371	15,013,260	11,048,575	7,998,708	4,229,464	2,479,436	1,763,652	18,796,641
2011 Actual	18,796,641	23,651,600	22,548,166	20,009,128	17,523,090	15,077,686	12,025,582	8,443,493	5,829,271	2,429,751	3,801,111	3,009,427	22,835,138
2012 Actual/Forecast	22,835,138	28,549,606	26,414,504	23,865,615	21,264,412	17,865,849	13,075,660	10,343,588	6,878,046	3,570,701	2,680,675	862,481	22,964,376
2012 Orig Cash Projection	22,835,138	28,549,606	26,505,918	23,539,943	21,038,740	17,690,177	12,949,988	10,317,916	6,852,374	3,545,029	2,655,003	836,809	22,938,704
Actual to Projected	(0)	0	(91,415)	325,672	225,672	175,672	125,672	25,672	25,672	25,672	25,672	25,672	25,672

General Fund Cash

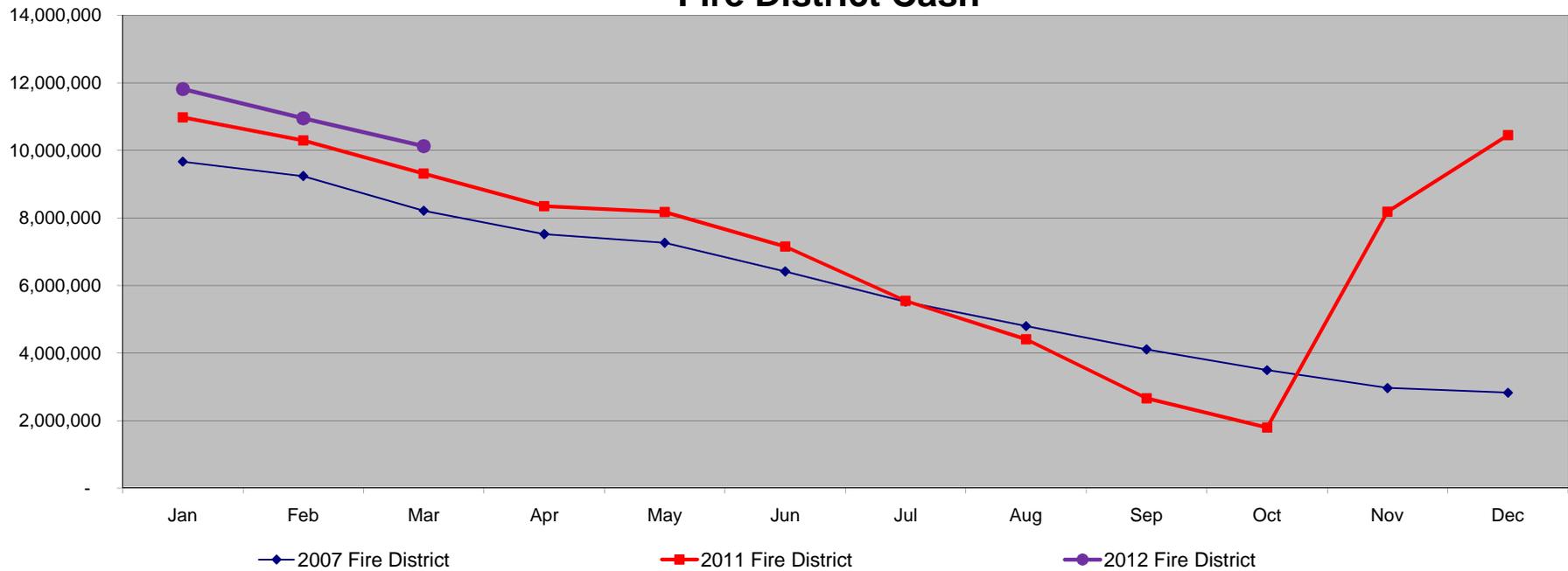


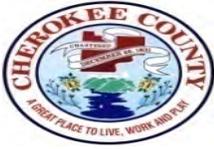


Cherokee County Board of Commissioners Fire District Cash Balance Statement

	Beginning Balance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2007 Actual	(3,360)	9,663,348	9,236,784	8,209,685	7,518,649	7,261,730	6,415,748	5,517,887	4,793,558	4,106,657	3,492,732	2,961,521	2,824,410
2008 Actual	2,824,410	12,844,602	11,611,728	10,830,514	9,937,852	9,521,713	8,485,163	7,494,399	5,828,108	4,648,167	3,491,722	3,042,280	2,230,412
2009 Actual	2,230,412	10,764,702	10,026,448	9,062,068	8,105,273	6,924,382	7,443,755	5,730,249	4,669,408	3,443,761	2,623,118	1,906,747	6,088,005
2010 Actual	6,088,005	10,967,238	10,310,810	9,561,373	9,607,463	8,631,549	7,371,571	5,780,009	4,659,907	3,570,948	2,773,096	2,273,602	9,739,403
2011 Actual	9,739,403	10,974,405	10,290,675	9,308,729	8,348,609	8,176,686	7,151,457	5,548,979	4,410,051	2,662,988	1,796,519	8,178,675	10,443,295
2012 Actual	10,443,295	11,807,997	10,942,188	10,119,258									

Fire District Cash





Cherokee County Board of Commissioners
All Funds - Cash Basis Revenues
As of 3/31/12

ALL FUND REVENUES BY SOURCE	Actual as of 3/31/10	2011 Year End Actual	Actual as of 3/31/2011	2012 Revised Budget	Actual as of 3/31/2012	Percentage of Budget
Taxes	33,054,631	100,918,538.73	20,609,694	41,958,097	21,136,883	50%
Licenses & Permits	591,489	1,195,991.44	495,476	1,216,600	587,532	48%
Intergovernmental (Primarily Grants)	553,452	5,984,228.15	1,691,627	4,568,516	464,509	10%
Charges for Services	6,962,666	30,172,614.30	6,736,517	20,901,670	6,213,481	30%
Fines & Forfeitures	1,200,142	5,984,277.41	1,290,880	4,750,655	1,400,140	29%
Interest	137,095	44,219.86	23,154	17,240	15,349	89%
Contributions	8,667	82,063.70	8,598	95,185	37,667	40%
Miscellaneous	723,470	4,106,986.01	578,826	41,467,116	1,418,395	3%
Other Financing Sources	4,504,071	16,519,749.39	4,294,033	17,561,260	13,640,788	78%
TOTAL REVENUES ALL FUNDS	\$47,735,683	\$165,008,669	\$35,728,803	\$132,536,339	\$44,914,742	34%
ALL FUND REVENUES BY FUND						
General Fund and Components (100-130)	23,008,868	\$60,145,764	13,726,437	\$41,824,514	\$12,284,026	29%
Law Library (205)	-	0	-	105,610	0	0%
Sheriff's Forfeitures				131,965		0%
E-911 (215)	857,518	3,991,821	1,155,522	3,128,866	945,300	30%
Senior Services (221)	309,321	1,095,460	294,527	875,133	235,163	27%
Parks and Recreation (225)	769,950	2,979,585	674,808	2,292,693	690,469	30%
Insurance Premium Fund (230)	95,053	7,015,255	82,468	4,518,236	140,475	3%
Transportation Fund (240)	265,792	1,035,244	238,263	905,334	235,841	26%
Multiple Grant (250)	154,094	2,257,553	1,104,609	346,029	71,307	21%
Community Development Block Grant (251)	20,575	1,190,119	232,914	2,092,046	231,013	11%
Animal Services (252)	227,741	905,349	216,447	751,619	105,083	14%
DA's Confiscation Fund (254)	1,534	18,173	3,190	30,000	1,276	4%
DATE (255)	30,786	158,244	36,394	141,965	29,672	21%
Victim Witness (256)	48,081	192,545	39,328	158,445	44,422	28%
DUI Court (257)	81,604	372,980	85,899	258,430	138,581	54%
Fire (270)	7,423,055	18,336,135	3,570,281	13,213,864	3,451,222	26%
Jail (271)	125,734	415,905	90,459	844,500	103,463	12%
Sheriff's Commissary Fund (272)	-	-	-	225,045	-	0%
Confiscated Assets Fund (273)	-	-	-	75,270	-	0%
Hotel/ Motel (275)	19,066	112,573	18,593	88,850	31,096	35%
Impact Fees (295)	29,352	159,920	13,443	100,000	67,733	68%
Recreation Bond Construction Fund (310)	27,447	(957,799)	10,867	15,000,000	11,412,724	76%
SPLOST IV (321)	4,112	463	99	-	-	0%
SPLOST V (322)	7,000,082	32,015,145	7,233,035	24,630,323	8,568,459	35%
SPLOST 2012 (323)				1,915,844	-	0%
Resource Recovery Development (375)	-	1,827,494	-	608,171	-	0%
Debt Service (410)	4,152,111	13,923,880	3,184,084	4,375,382	2,555,281	58%
Conference Center (555)	59,372	373,264	52,591	271,253	84,349	31%
EMS (580)	629,762	4,219,505	818,875	4,969,844	912,643	18%
Insurance/Benefits (605)	2,089,514	11,790,600	2,513,930	7,503,018	2,230,353	30%
Fleet (610)	305,161	1,433,494	331,741	1,154,090	344,791	30%
TOTAL REVENUES ALL FUNDS	\$47,735,683	\$165,008,669	\$35,728,803	\$132,536,339	\$44,914,742	34%



Cherokee County Board of Commissioners

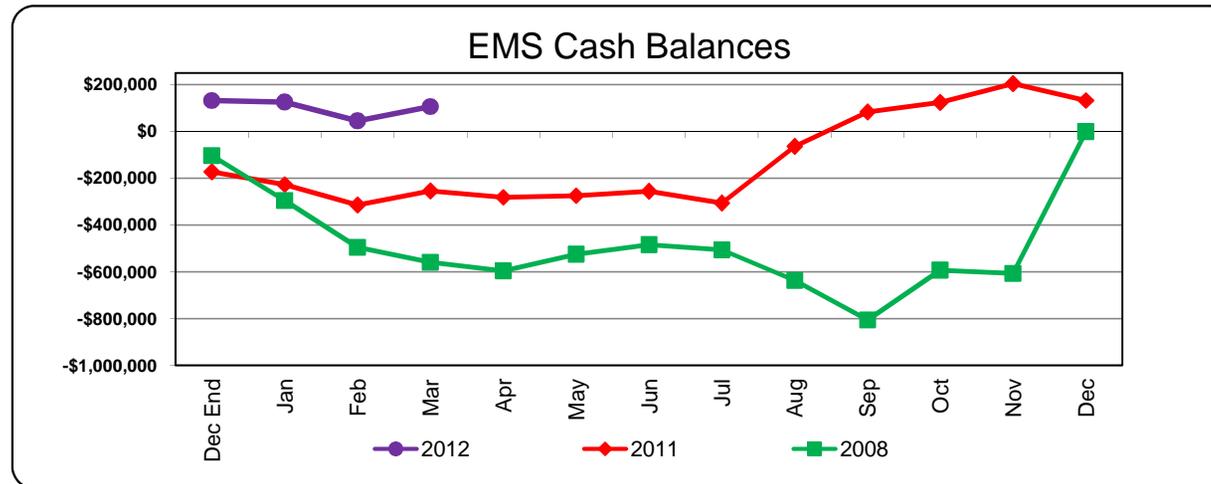
EMS

March 2012



Cherokee County Board of Commissioners Cash Basis Emergency Medical Services Statements

	2011 Actual*	Actual As of 3/31/2011	2012 Revised Budget	Actual as of 3/31/2012	% of Budget
Total Cash Receipts YTD	3,331,501	596,874	2,520,000	710,733	28.20%
Salaries & Benefits	2,881,113	663,716	2,280,425	640,647	28.09%
Operating Expenses	1,027,012	237,002	770,856	303,841	39.42%
Total EMS Expenses	3,908,125	900,718	3,051,281	944,488	30.95%
Net Cash from Operations	(576,624)	(303,844)	(531,281)	(233,755)	
<u>Other Sources and (Uses)</u>					
Transfer In From General Fund	538,004	134,501	496,709	165,570	33.33%
Transfer In From Ins.Prem.Fund	350,000	87,500			0.00%
Capital Expense					0.00%
Inventories/Prepaid/Insurance/Other	(5,660)			42,088	
Use of Reserves			34,572		0.00%
Total Other Sources and Uses	882,344	222,001	531,281	207,657	39.09%
Total Net Cash Expended	305,720	(81,843)	(0)	(26,097)	
Beginning Cash Balance	(173,292)	(173,292)	132,428	132,429	
Ending Cash Balance	132,428	(255,135)	132,428	106,332	

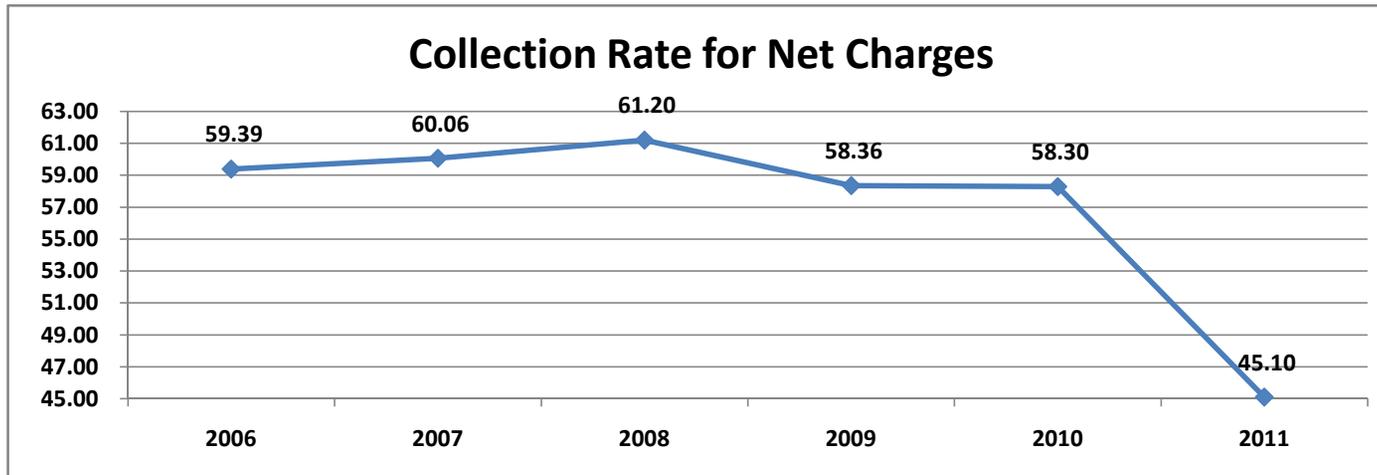


When the 2011 Budget was developed, we planned to collect an average of \$280k/month. Currently we are at only \$237k/month. However, in previous years, earlier months are lower in cash collections than later months. In 2010 Jan - June receipts = \$220k, and in 2011 Jan - June receipts were \$224k. So if we follow the trend, our cashflow should meet budget.



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

Time Period	#	Gross Charge	Net Charge	Receipts	Outstanding	Gross Collections	Net Collections
2006	7,284	5,482,437	4,490,374	2,667,002	1,823,352	48.65 %	59.39 %
2007	7,401	5,629,023	4,623,962	2,777,267	1,846,498	49.34 %	60.06 %
2008	7,373	5,567,872	4,566,426	2,794,551	1,771,728	50.19 %	61.20 %
2009	7,721	6,423,174	5,220,046	3,046,344	2,173,225	47.43 %	58.36 %
2010	8,452	7,324,778	5,692,425	3,318,613	2,365,852	45.31 %	58.30 %
2011	9,208	7,567,562	5,896,388	2,659,186	3,277,458	35.14 %	45.10 %
PRIOR YRS	47,439	37,994,846	30,489,621	17,262,963	13,258,113	45.44 %	56.62 %
01/12	783	684,645	648,764	87,132	561,632	12.73 %	13.43 %
02/12	592	520,509	507,656	5,676	501,981	1.09 %	1.12 %
2012 YTD	1,375	1,205,154	1,156,420	92,808	1,063,612	7.70 %	8.03 %
TOTAL	48,814	39,200,000	31,646,041	17,355,771	14,321,726	44.27 %	54.84 %



In Emergency Services, a 60% collection rate is considered very high, and requires several months to achieve this percentage. The graph above reflects prior year collections, and the report above is monitored to ensure each month we make progress to 60%



Cherokee County Board of Commissioners

Insurance & Benefits Fund

March 2012



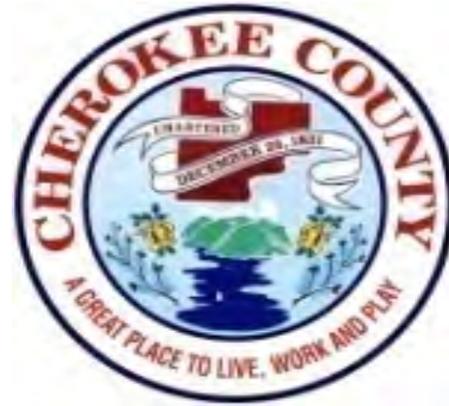
**FUND 605 - INSURANCE & BENEFITS FUND
2012 MONTHLY BUDGET**

	Weeks:	4	4	5	4	4	5	4	5	4	39
	Payrolls:	1.5	2.0	2.0	2.0	2.0	3.0	2.0	2.0	3.0	19.5
	January	February	March	April	May	June	July	August	September	2012 BUDGET	
Self Insured											
Revenues											
Health Insurance	480,215	640,287	640,287	640,287	640,287	960,430	640,287	640,287	960,430	6,242,794	
Dental Insurance	36,303	48,404	48,404	48,404	48,404	72,606	48,404	48,404	72,606	471,937	
Stoploss	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	90,000	
COBRA/Retiree Payments	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	108,000	
Total Revenue	538,518	710,690	710,690	710,690	710,690	1,055,036	710,690	710,690	1,055,036	6,912,731	
Expenditures											
Health Insurance	556,364	556,364	695,454	556,364	556,364	695,454	556,364	695,454	556,364	5,424,544	
Dental Insurance	40,250	40,250	50,312	40,250	40,250	50,312	40,250	50,312	40,250	392,433	
Broker Fees	-	-	18,250	-	-	18,250	-	-	18,250	54,750	
Employee Support	2,769	3,692	3,692	3,692	3,692	5,538	3,692	3,692	5,538	36,000	
Capitation	-	-	-	-	-	-	-	-	-	-	
Administrative Services	76,677	76,677	76,677	76,677	76,677	76,677	76,677	76,677	76,677	690,096	
Other Purchased Services	1,844	1,844	92,988	1,844	33,985	82,988	1,844	1,844	164,132	383,317	
Total Expenditures	677,904	678,827	937,374	678,827	710,968	929,221	678,827	827,980	861,211	6,981,140	
Net Income/ Loss on Self Insured	(139,386)	31,863	(226,684)	31,863	(278)	125,815	31,863	(117,290)	193,824	(68,409)	
Other Insurance											
Revenue											
Long Term Disability	15,383	20,511	20,511	20,511	20,511	30,766	20,511	20,511	30,766	199,980	
Short Term Disability	10,325	13,767	13,767	13,767	13,767	20,651	13,767	13,767	20,651	134,228	
Life Insurance	13,514	18,018	18,018	18,018	18,018	27,027	18,018	18,018	27,027	175,676	
401A Forfeitures	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	18,000	
Total Revenue	41,222	54,296	54,296	54,296	54,296	80,444	54,296	54,296	80,444	527,884	
Long Term Disability	22,081	22,081	22,081	22,081	22,081	22,081	22,081	22,081	22,081	198,726	
Short Term Disability	15,426	15,426	15,426	15,426	15,426	15,426	15,426	15,426	15,426	138,835	
Life Insurance	20,480	20,480	20,480	20,480	20,480	20,480	20,480	20,480	20,480	184,317	
Total Expenditures	57,986	521,878									
Net Income/Loss on Fully Insured	(16,765)	(3,691)	(3,691)	(3,691)	(3,691)	22,457	(3,691)	(3,691)	22,457	6,006	
Total Revenue	579,740	764,986	764,986	764,986	764,986	1,135,479	764,986	764,986	1,135,479	7,440,615	
Total Expense	735,890	736,814	995,361	736,814	768,955	987,207	736,814	885,967	919,198	7,503,018	
Net Income/Loss for the Fund	(156,151)	28,173	(230,375)	28,173	(3,968)	148,272	28,173	(120,981)	216,282	(62,403)	
Fund Balance Reconciliation:											
Unreserved Fund Balance - Beginning of Month	861,322	716,542	756,085	537,082	576,625	584,028	743,671	783,214	673,604	861,322	
Net/Income Loss for Month After Use of ERIP/ISRP Reserve	(144,780)	39,544	(219,004)	39,544	7,403	159,643	39,544	(109,610)	227,652	39,935	
End of Month Unreserved	716,542	756,085	537,082	576,625	584,028	743,671	783,214	673,604	901,257	901,257	
Reserved Fund Balance - Beginning of Month	1,406,791	1,395,420	1,384,049	1,372,678	1,361,307	1,349,936	1,338,565	1,327,195	1,315,824	1,406,791	
Use of Reserve to Support Retirees	(11,371)	(11,371)	(11,371)	(11,371)	(11,371)	(11,371)	(11,371)	(11,371)	(11,371)	(102,338)	
End of Month Reserved	1,395,420	1,384,049	1,372,678	1,361,307	1,349,936	1,338,565	1,327,195	1,315,824	1,304,453	1,304,453	
Total 605 Fund Balance	2,111,962	2,140,134	1,909,760	1,937,932	1,933,964	2,082,236	2,110,409	1,989,428	2,205,710	2,205,710	



FUND 605 - INSURANCE & BENEFITS FUND 2012 YTD ACTUAL

	ACTUAL	ACTUAL	ACTUAL	2012 FULL YEAR BUDGET	MarchYTD ACTUAL	MarchYTD BUDGET	VARIANCE
	January	February	March				
Self Insured							
Revenues							
Health Insurance	456,615	607,016	609,939	6,242,794	1,673,570	1,760,788	(87,219)
Dental Insurance	37,519	49,729	49,929	471,937	137,177	133,110	4,067
Stoploss	21,848	6,326	21,169	90,000	49,343	30,000	19,343
COBRA/Retiree Payments	15,317	15,478	15,967	108,000	46,762	36,000	10,762
Total Revenue	531,299	678,549	697,004	6,912,731	1,906,852	1,959,898	(53,046)
Expenditures							
Health Insurance	373,719	583,324	642,012	5,424,544	1,599,055	1,808,181	209,126
Dental Insurance	28,511	48,198	53,810	392,433	130,519	130,811	292
Broker Fees	-	18,250	-	54,750	18,250	18,250	0
Employee Support	2,731	3,640	3,641	36,000	10,012	10,154	142
Capitation	37	37	-	-	74	-	(74)
Administrative Services	77,222	76,797	76,638	690,096	230,657	230,032	(625)
Other Purchased Services	-	-	77,935	383,317	77,935	96,677	18,743
Total Expenditures	482,220	730,246	854,035	6,981,140	2,066,501	2,294,106	227,605
Net Income/(Loss) on Self Insured	49,079	(51,697)	(157,030)	(68,409)	(159,648)	(334,207)	174,559
Other Insurance							
Revenue							
Long Term Disability	13,025	19,596	19,965	199,980	52,586	56,404	(3,818)
Short Term Disability	10,112	13,410	13,439	134,228	36,961	37,859	(899)
Life Insurance	13,157	17,399	17,463	175,676	48,019	49,550	(1,531)
401A Forfeitures	3,354	2,198	2,078	18,000	7,630	6,000	1,630
Total Revenue	39,648	52,603	52,945	527,884	145,196	149,814	(4,617)
Long Term Disability	21,148	21,096	20,974	198,726	63,218	66,242	3,024
Short Term Disability	14,737	14,806	14,636	138,835	44,179	46,278	2,099
Life Insurance	19,062	19,505	18,192	184,317	56,759	61,439	4,680
Total Expenditures	54,947	55,407	53,801	521,878	164,155	173,959	9,804
Net Income/(Loss) on Fully Insured	(15,299)	(2,804)	(856)	6,006	(18,959)	(24,146)	5,187
Grand Total Revenue	570,947	731,152	749,950	7,440,615	2,052,049	2,109,712	(57,663)
Grand Total Expense	537,167	785,653	907,836	7,503,018	2,230,656	2,468,065	237,409
Net Income/(Loss) for the Fund	33,780	(54,501)	(157,886)	(62,403)	(178,607)	(358,353)	179,746
Budgeted Use of ISRP Reserve	11,371	11,371	11,371	102,338	34,113	34,113	0
Effect on Unreserved Fund Balance	45,151	(43,130)	(146,515)	39,935	(144,495)	(324,240)	179,746
Beginning Unreserved Fund Bal	861,322	906,473	863,342		861,322	861,322	-
Ending Unreserved Fund Bal	906,473	863,342	716,827		716,827	537,082	179,746



Cherokee County Board of Commissioners

SPLOST V

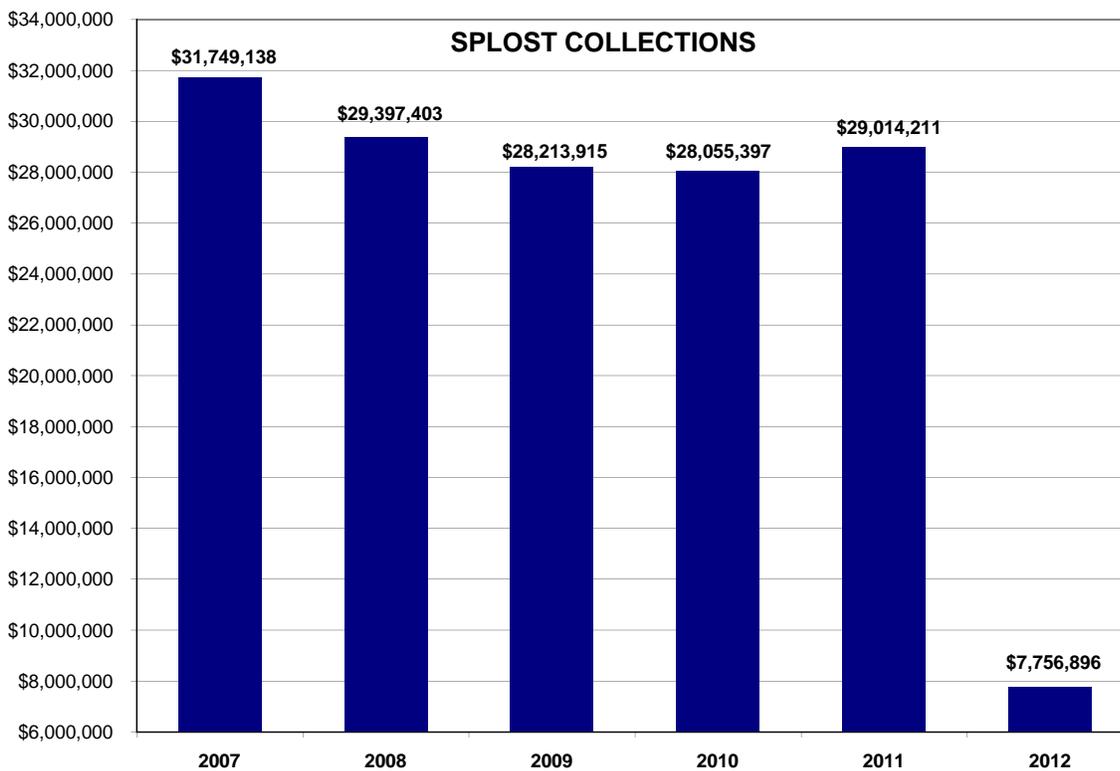
March 2012

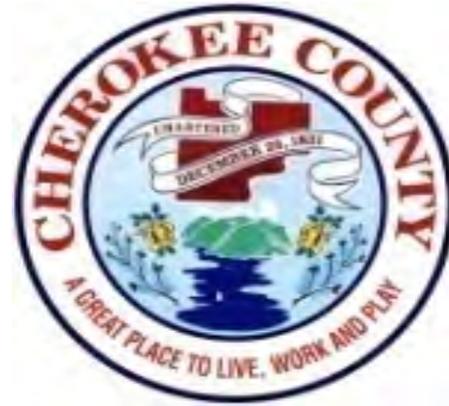


Cherokee County Board of Commissioners
Special Purpose Local Option Sales Tax
Collections (Cash Basis)

Month	2007	2008	2009	2010	2011	2012	2012 V 2011	2012 V 2011
							Monthly Change	Yearly Change
January	\$2,375,013	\$2,275,202	\$2,184,756	\$2,442,747	\$2,769,174	\$3,043,671	9.91%	9.91%
February	\$2,786,934	\$2,832,505	\$2,782,661	\$2,351,940	\$2,103,267	\$2,361,500	12.28%	10.93%
March	\$2,612,502	\$1,949,819	\$2,200,228	\$2,112,848	\$2,286,110	\$2,351,724	2.87%	8.36%
April	\$2,368,587	\$2,403,724	\$1,709,507	\$2,481,824	\$2,374,900			
May	\$2,473,392	\$2,686,930	\$3,150,381	\$2,335,399	\$2,342,580			
June	\$3,018,483	\$2,376,300	\$2,216,932	\$2,504,336	\$2,387,757			
July	\$2,824,551	\$2,561,908	\$2,176,242	\$2,336,804	\$2,481,425			
August	\$2,329,878	\$2,714,047	\$2,355,822	\$2,369,606	\$2,590,251			
September	\$3,033,117	\$2,462,477	\$2,550,048	\$2,473,569	\$2,562,326			
October	\$2,487,172	\$2,368,418	\$2,097,620	\$2,245,568	\$2,473,971			
November	\$2,832,020	\$2,676,146	\$2,281,594	\$2,216,790	\$2,329,530			
December	\$2,607,489	\$2,089,927	\$2,508,126	\$2,183,967	\$2,312,920			
Totals	\$31,749,138	\$29,397,403	\$28,213,915	\$28,055,397	\$29,014,211	\$7,756,896		
YOY Change		-7.4%	-4.0%	-0.6%	2.8%			

The 2012 Budget for SPLOST = \$2.4M per month





Cherokee County Board of Commissioners

Headcount

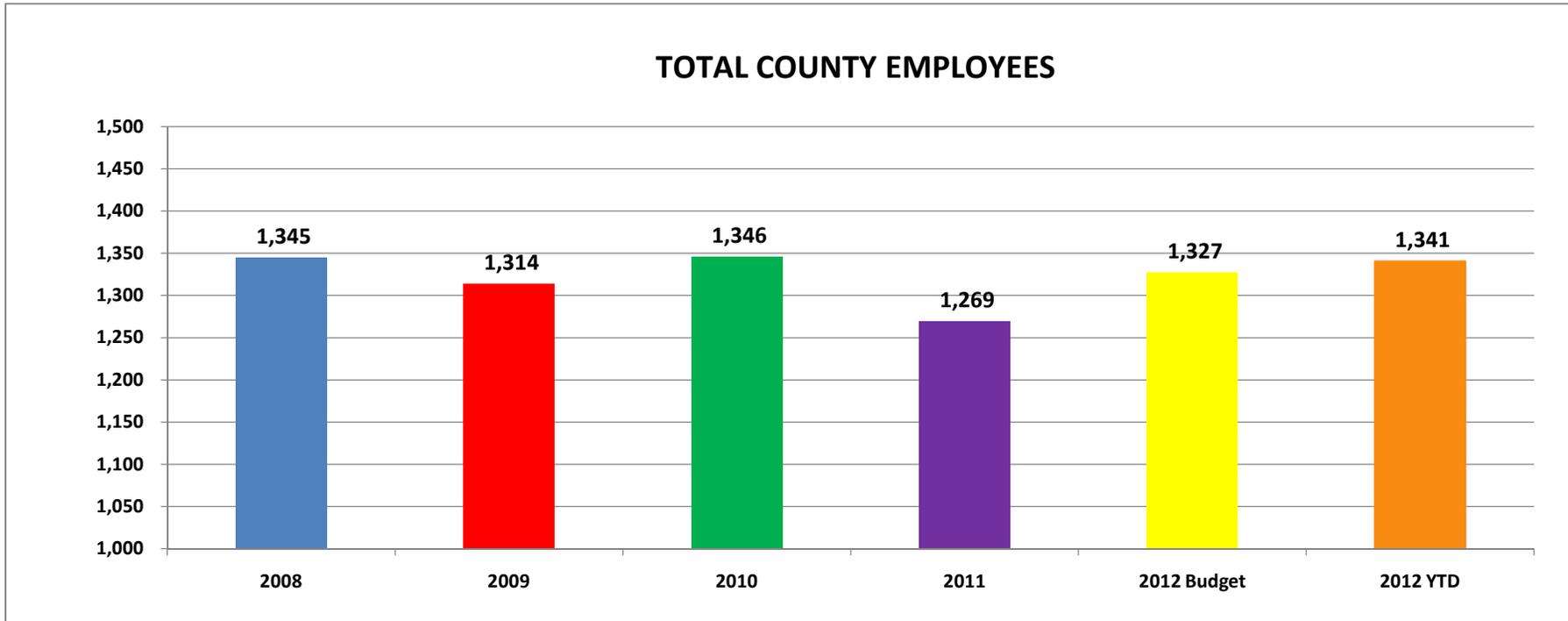
March 2012



HEADCOUNT EXECUTIVE SUMMARY- YTD MARCH 2012

Average # of Filled Positions Throughout Time Period

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012 Budget</u>	<u>2012 YTD</u>
Full Time	1,221	1,208	1,210	1,150	1,158	1,132
Part Time	124	107	136	119	169	209
Total County Employees	1,345	1,314	1,346	1,269	1,327	1,341
State Employees	14	18	18	18	18	18
Total Headcount Supporting County	1,359	1,332	1,364	1,287	1,345	1,359



Comparing 2012 ytd to 2012 Budget:

Full-Time positions less than budget due to normal attrition. While approved vacancies are quickly replaced, this report reflects average staffing. The actual "allowed" # of PT positions is 239 - but this includes temp/seasonal positions. Therefore the average budget for PT positions is shown as 169. PT positions appear over budget due to volume of Election Poll Workers - but most of these positions actually only worked ~ 2-3 days. In 2013 we will begin separating permanent part time from temporary part time to report a more representative picture of our staffing.



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
 (Based on Payroll Periods from 1/1/2012 to 3/31/2012)

		Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
GENERAL FUND									
GENERAL SERVICES									
11110000	BOARD OF COMMISSIONERS	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00
11130000	COUNTY CLERK	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
11320000	COUNTY MANAGER	2.50	2.00	1.00	2.00	0.00	0.00	0.00	0.00
11400000	ELECTIONS	7.00	7.00	54.17	3.00	2.50	3.00	0.00	0.00
11540000	HUMAN RESOURCES	3.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00
11545000	TAX COMMISSIONER	25.17	26.00	0.00	2.00	0.00	0.00	0.00	0.00
11550000	TAX ASSESSOR	29.67	30.00	1.00	1.00	1.33	13.00	0.00	0.00
13700000	CORONER	1.00	1.00	1.00	2.00	0.00	0.00	0.00	0.00
TOTAL GENERAL SERVICES		74.33	76.00	57.17	10.00	3.83	16.00	0.00	0.00
SUPPORT SERVICES									
11510000	FINANCE	6.91	6.96	0.00	0.00	0.00	0.00	0.00	0.00
11517000	PURCHASING	3.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00
11535000	INFORMATION TECHNOLOGY SYSTEMS	11.00	11.00	1.00	1.00	0.00	0.00	0.00	0.00
TOTAL SUPPORT SERVICES		20.91	20.96	1.00	1.00	0.00	0.00	0.00	0.00
JUDICIAL SERVICES									
12100000	COURT ADMINISTRATIVE SERVICES	6.00	6.00	13.00	15.00	0.00	0.00	0.00	0.00
12150000	SUPERIOR COURT	5.83	6.00	0.00	0.00	0.00	0.00	6.00	6.00
12160000	SUPERIOR COURT PRE-TRIAL SERV	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
12165000	INDIGENT DEFENSE	3.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00
12180000	CLERK OF SUPERIOR COURT	50.67	50.00	7.67	11.00	0.00	0.00	0.00	0.00
12200000	DISTRICT ATTORNEY	23.17	23.00	0.50	1.00	0.00	0.00	10.00	11.00
12300000	STATE COURT	6.77	6.77	0.00	0.00	0.00	0.00	0.00	0.00
12310000	STATE COURT SOLICITOR	23.00	23.00	2.00	2.00	0.00	0.00	0.00	0.00
12400000	MAGISTRATE COURT	2.00	2.00	3.83	5.00	0.00	0.00	0.00	0.00
12450000	PROBATE COURT	9.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00
12600000	JUVENILE COURT	6.17	6.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL JUDICIAL SERVICES		136.60	136.77	27.00	34.00	0.00	0.00	16.00	17.00
LAW ENFORCEMENT									
13222000	VICE CONTROL	11.00	11.00	0.00	0.00	0.00	0.00	2.00	2.00
13310000	LAW ENFORCEMENT ADMINISTRATION	20.33	20.00	0.00	0.00	0.00	0.00	0.00	0.00
13321000	CRIME AND INVESTIGATION	29.50	30.00	0.00	0.00	0.00	0.00	0.00	0.00
13322000	MAJOR CRIMES UNIT	9.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00



**Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(Based on Payroll Periods from 1/1/2012 to 3/31/2012)**

		Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
13323000	UNIFORM PATROL	119.17	121.00	0.00	0.00	0.00	0.00	0.00	0.00
13340000	SHERIFF TRAINING DIVISION	6.50	5.00	0.00	0.00	0.00	0.00	0.00	0.00
13360000	COURT SERVICES	53.50	54.00	0.00	0.00	0.00	0.00	0.00	0.00
13390000	SHERIFF INTERNAL AFFAIRS	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
13391000	SHERIFF CROSSING GUARDS	0.00	0.00	14.00	14.00	0.00	0.00	0.00	0.00
13420000	ADULT CORRECTIONAL INSTITUTE	127.83	131.00	2.50	5.00	0.00	0.00	0.00	0.00
13920000	EMERGENCY MANAGEMENT	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LAW ENFORCEMENT		380.83	385.00	16.50	19.00	0.00	0.00	2.00	2.00
PUBLIC WORKS									
11565000	PROPERTY MANAGEMENT	8.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PUBLIC WORKS		8.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMUNITY SERVICES									
14540000	RECYCLABLES COLLECTION	1.00	1.00	3.17	4.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY SERVICES		1.00	1.00	3.17	4.00	0.00	0.00	0.00	0.00
TOTAL GENERAL FUND		621.68	627.73	104.83	68.00	3.83	16.00	18.00	19.00
OTHER FUNDS									
INSURANCE PREMIUM									
21516000	DEVELOPMENT SERVICES CENTER	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00
21536000	GIS/MAPPING	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00
23910000	ANIMAL CONTROL	6.05	6.10	0.00	0.00	0.00	0.00	0.00	0.00
24100000	ROADS AND BRIDGES	34.83	35.00	0.33	10.00	0.00	0.00	0.00	0.00
24252000	STORMWATER MGT ENGINEERING	3.00	3.00	0.00	1.00	0.00	0.00	0.00	0.00
24270000	ENGINEERING DEVELOPMENT SERVIC	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00
24271000	ENGINEERING	4.10	4.10	0.00	0.00	0.00	0.00	0.00	0.00
27110000	CONSERVATION ADMINISTRATION	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
27220000	BUILDING INSPECTIONS	7.00	7.00	0.00	0.00	0.00	0.00	0.00	0.00
27410000	PLANNING AND LAND USE	5.00	5.00	0.00	0.00	2.50	14.00	0.00	0.00
27451000	CODE ENFORCEMENT	7.17	7.22	0.00	0.00	0.00	7.00	0.00	0.00
TOTAL INSURANCE PREMIUM		80.16	80.42	0.33	11.00	2.50	21.00	0.00	0.00
DUI COURT									
22320000	DUI COURT	0.98	0.98	0.42	0.50	0.00	0.00	0.00	0.00
22320555	DUI/DRUG COURT GRANT	0.25	0.25	0.42	0.50	0.00	0.00	0.00	0.00



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(Based on Payroll Periods from 1/1/2012 to 3/31/2012)

	Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
TOTAL DUI COURT	1.23	1.23	0.83	1.00	0.00	0.00	0.00	0.00
FIRE FUND								
23510000 FIRE ADMINISTRATION	11.00	11.00	0.67	2.00	0.00	0.00	0.00	0.00
23515000 FIRE MARSHALL	4.50	4.50	1.00	1.00	0.00	4.00	0.00	0.00
23520000 FIRE FIGHTING	188.67	196.00	18.17	20.00	0.00	0.00	0.00	0.00
23530000 FIRE PREVENTION	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
23540000 FIRE TRAINING	5.00	5.00	1.00	1.00	0.00	0.00	0.00	0.00
TOTAL FIRE FUND	211.17	218.50	20.83	24.00	0.00	4.00	0.00	0.00
E-911								
23800000 EMERGENCY 911 TELEPHONE FUND	48.68	48.68	4.17	9.00	0.00	0.00	0.00	0.00
TOTAL E-911	48.68	48.68	4.17	9.00	0.00	0.00	0.00	0.00
ANIMAL SERVICES								
23911000 ANIMAL SHELTER	14.67	15.00	2.00	2.00	0.00	0.00	0.00	0.00
TOTAL ANIMAL SERVICES	14.67	15.00	2.00	2.00	0.00	0.00	0.00	0.00
SENIOR SERVICES								
25521000 SENIOR SERVICES FUND	15.00	15.00	5.50	6.00	0.00	0.00	0.00	0.00
TOTAL SENIOR SERVICES	15.00	15.00	5.50	6.00	0.00	0.00	0.00	0.00
TRANSPORTATION								
25541000 TRANSPORTATION SERVICES	10.51	12.15	3.17	4.00	0.00	0.00	0.00	0.00
TOTAL TRANSPORTATION	10.51	12.15	3.17	4.00	0.00	0.00	0.00	0.00
PARKS & REC								
26110000 PARKS AND RECREATION ADMIN	3.58	3.75	0.00	0.00	0.00	5.00	0.00	0.00
26120000 PARKS AND RECREATION PROGRAMS	3.83	3.00	18.17	34.00	0.00	0.00	0.00	0.00
26130000 PARKS AND RECREATION ATHLETICS	3.33	4.00	35.67	63.00	0.00	0.00	0.00	0.00
26220000 PARKS AND REC MAINTENANCE	13.42	14.75	3.50	5.00	0.00	0.00	0.00	0.00
TOTAL PARKS & REC	24.17	25.50	57.33	102.00	0.00	5.00	0.00	0.00
REC CONSTRUCTION								
36180000 RECREATION FACILITIES	3.05	3.10	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REC CONSTRUCTION	3.05	3.10	0.00	0.00	0.00	0.00	0.00	0.00
COMMUNITY DEVELOPMENT								
27340000 COMMUNITY DEVELOPMENT	1.83	2.34	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY DEVELOPMENT	1.83	2.34	0.00	0.00	0.00	0.00	0.00	0.00



**Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(Based on Payroll Periods from 1/1/2012 to 3/31/2012)**

		Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
SPLOST									
34213000	SPLOST V - ROADS	3.20	3.35	3.00	3.00	0.00	0.00	0.00	0.00
34214000	SPLOST V - ROADS & BRIDGES	30.17	32.00	1.00	1.00	0.00	0.00	0.00	0.00
TOTAL SPLOST		33.37	35.35	4.00	4.00	0.00	0.00	0.00	0.00
EMS									
53630000	EMS OPERATIONS	48.33	55.00	3.00	5.00	0.00	0.00	0.00	0.00
TOTAL EMS		48.33	55.00	3.00	5.00	0.00	0.00	0.00	0.00
FLEET									
61595000	FLEET MAINTENANCE	11.00	11.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FLEET		11.00	11.00	0.00	0.00	0.00	0.00	0.00	0.00
GRANTS									
23310000	LAW ENFORCEMENT GRANT	0.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23920555	EMERGENCY MANAGEMENT	0.00	0.00	1.00	1.00	0.00	0.00	0.00	0.00
25436555	OTHER ASSISTANCE	5.00	5.00	1.00	1.00	0.00	0.00	0.00	0.00
TOTAL GRANTS		5.33	5.00	2.00	2.00	0.00	0.00	0.00	0.00
V/W FUND									
22200000	FAMILY COURT	1.00	1.00	0.83	1.00	0.00	0.00	0.00	0.00
TOTAL V/W FUND		1.00	1.00	0.83	1.00	0.00	0.00	0.00	0.00
INSURANCE AND BENEFITS F									
61595555	INSURANCE AND BENEFITS FUND	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INSURANCE AND BENEFITS FUND		1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FUNDS		510.49	530.27	104.00	171.00	2.50	30.00	0.00	0.00
GRAND TOTAL		1,132.17	1158.00	208.83	239.00	6.33	46.00	18.00	19.00

NOTES -

- Average HeadCount = For each position, the number of employees paid per pay period divided by the number of payroll periods reported.
- Grant positions will not show budget amounts as they are funded by outside sources.
- Adjustments made for employees allocated to more than one organization
- Example: Position #12345 wasnot filled on Jan 1, but was filled on Jan 15. Therefore for this position 1 employe was paid for 1 out of 2 payrolls. So for January, the position headcount = 1 / 2 = .50

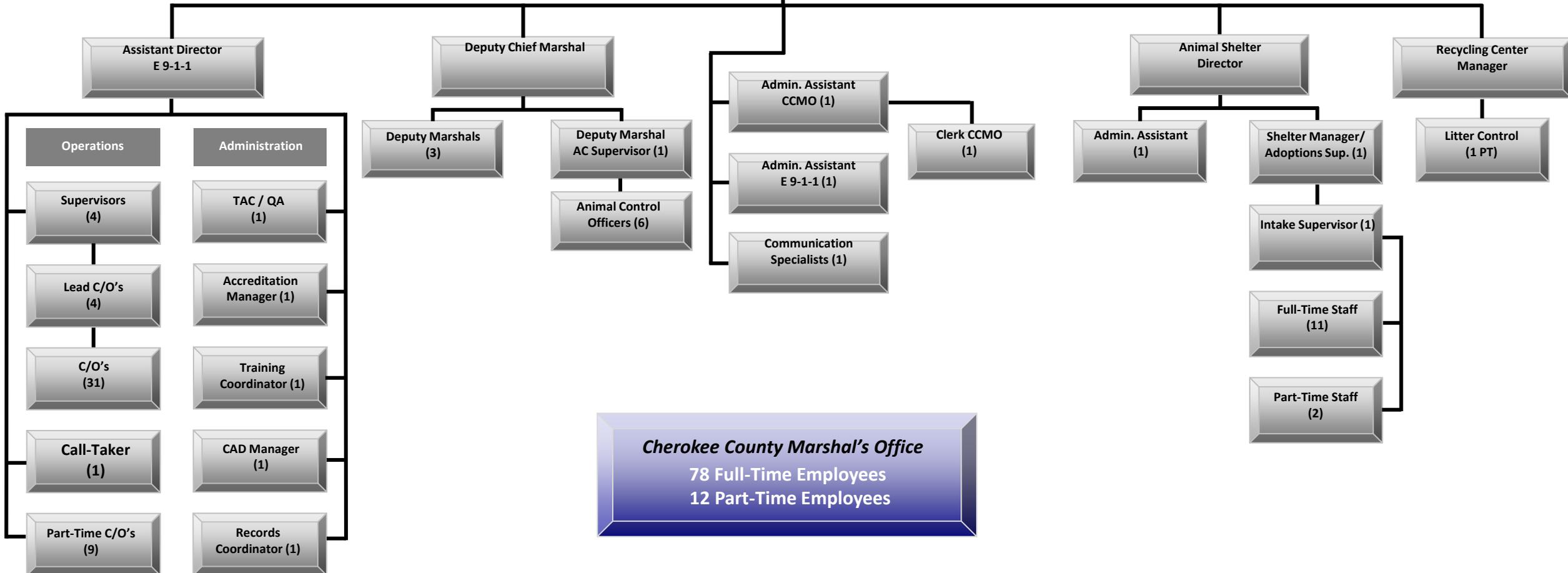
2011 ANNUAL REPORT

Cherokee County Marshal's Office



MARSHAL

Code Enforcement • E 9-1-1 • Animal Control • Animal Shelter • Recycling Center



Cherokee County Marshal's Office
 78 Full-Time Employees
 12 Part-Time Employees

Code Enforcement



Chief Marshal
Chris Collett



Deputy Chief Marshal
Kevin Roach



“A State Certified Law Enforcement Agency”



Deputy Marshal
Dwayne Casteel



Deputy Marshal
Fran Gates



Deputy Marshal
John Valentine

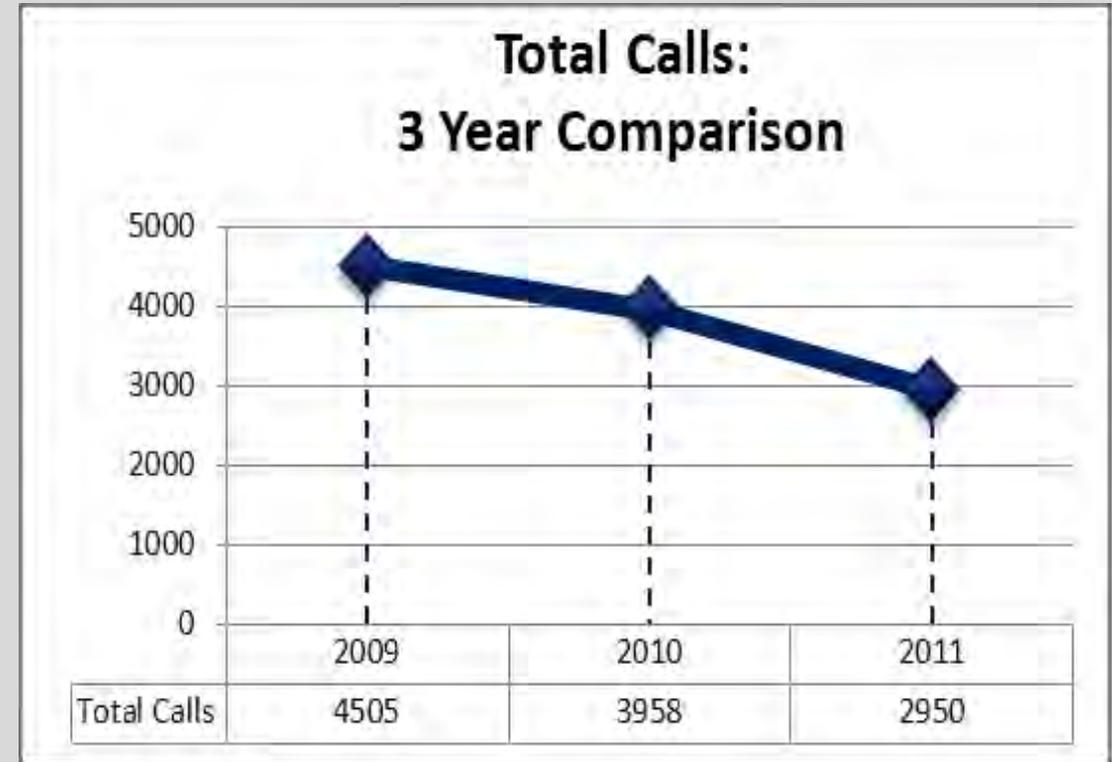
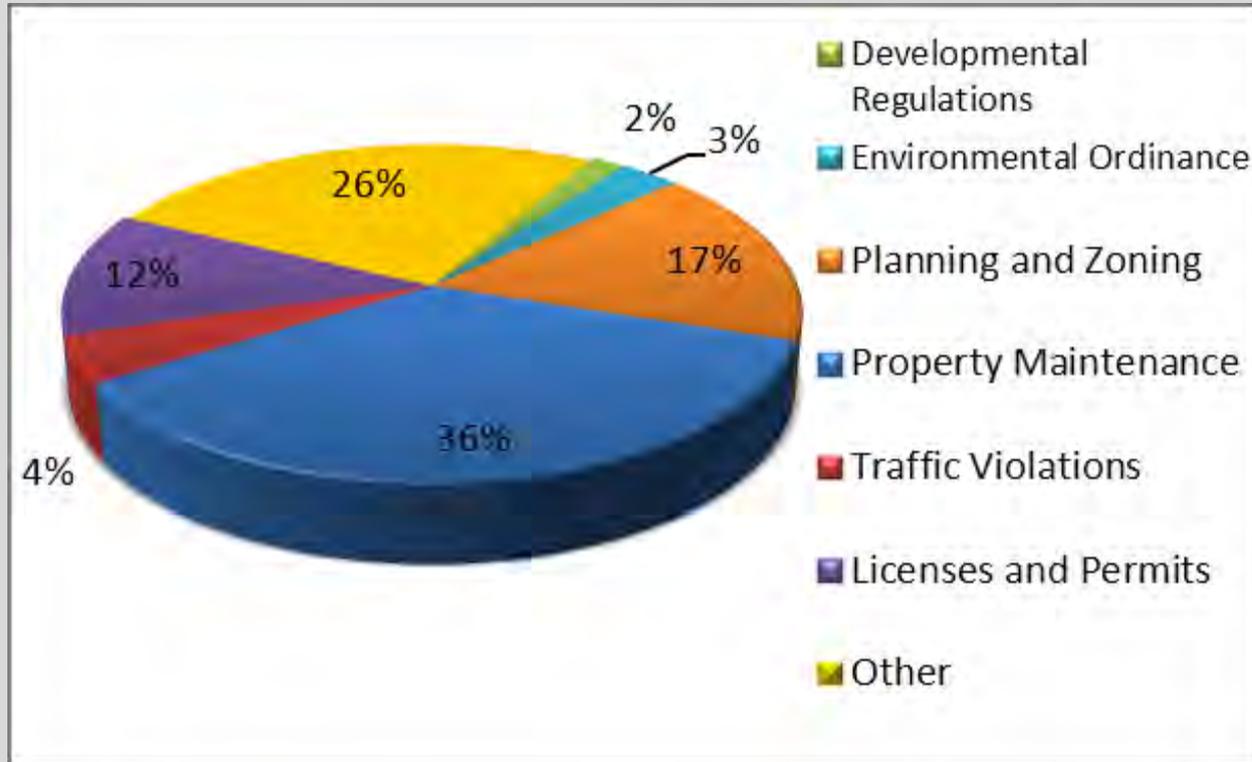


Deputy Marshal
Buford Hancock



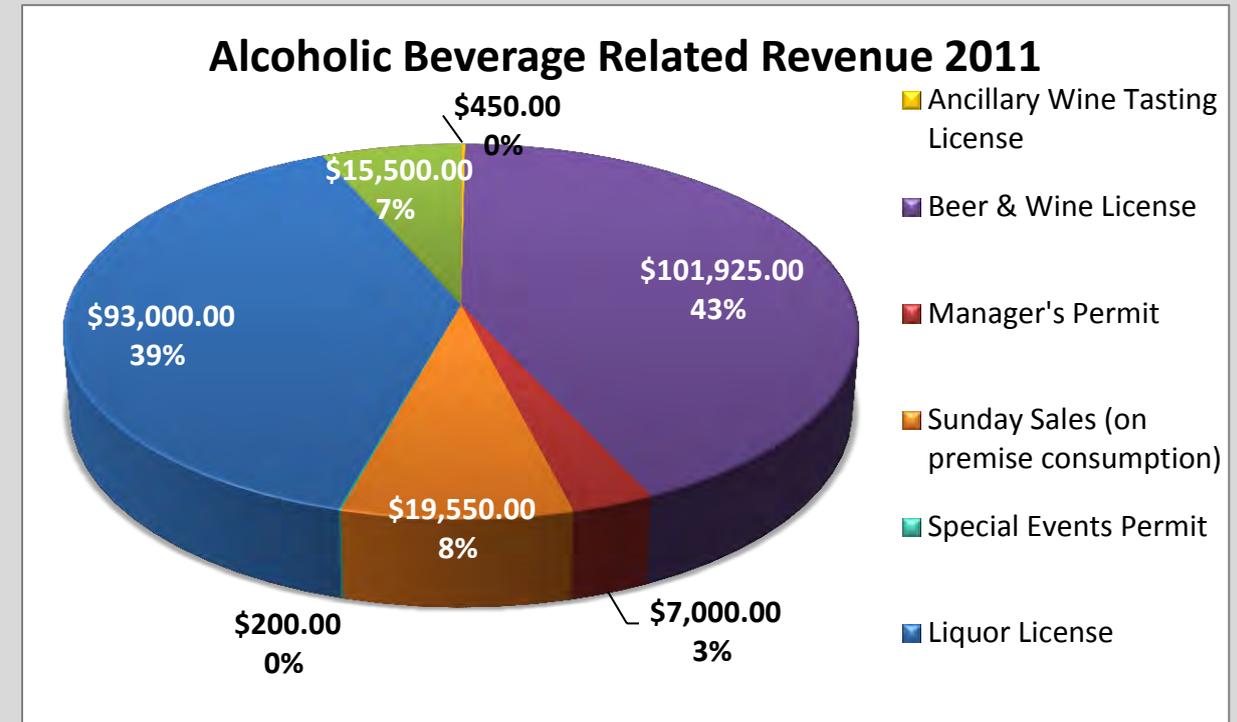
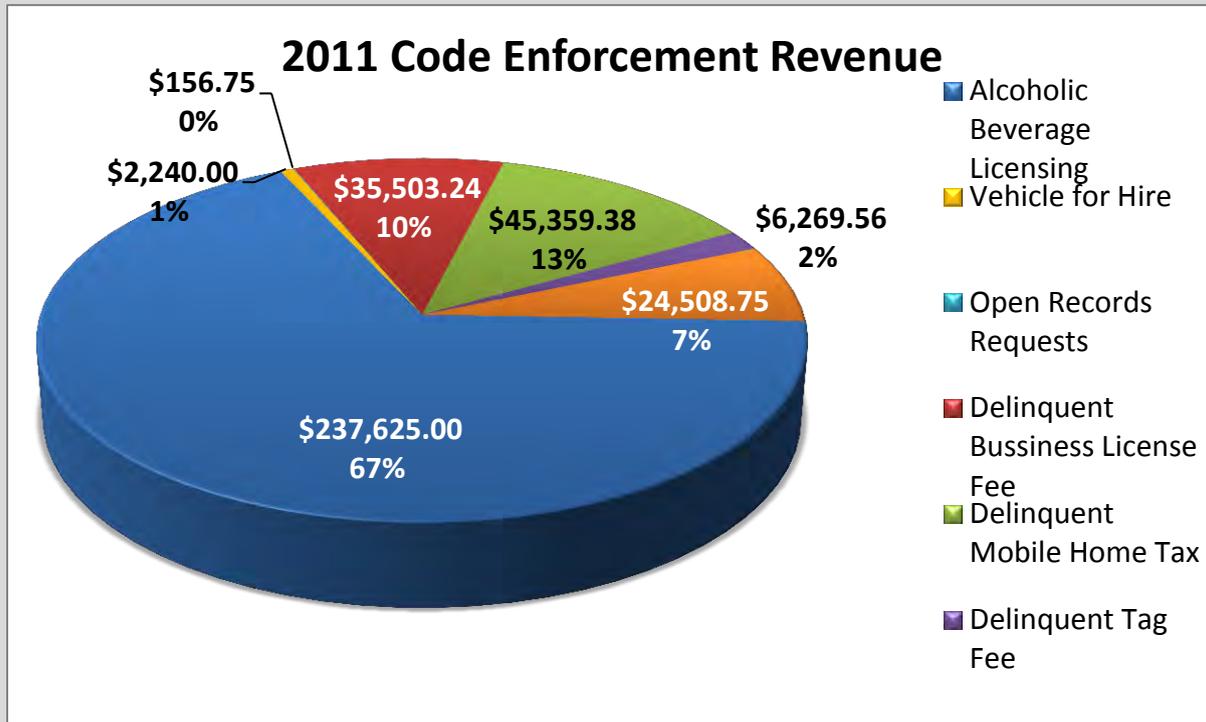
Jo-Ann Faverey
Administrative Assistant

Ordinance Violations: 2011 Summary



- Total Calls: 2,950
- 25% decrease since 2010 and 35% decrease since 2009
 - Due to slowed economy and increase public education

Code Enforcement Revenue



- Total Revenue: \$351,622.28; 6% increase from \$330,392 in 2010
- Alcoholic Beverage Licensing and Fees make up the majority of Code Enforcement's revenue, increasing by 26% since 2010.

E 9-1-1



Chief Marshal/ E9-1-1
Director
Chris Collett



E9-1-1 Assistant
Director
Priscilla Bridges

E 9-1-1

Cherokee County Communications Center



*"A Nationally Accredited
Communications Agency"*



CAD Manager
Ashley Walker



Training Coordinator
Linda Miller



Records Coordinator
Vicki Kull



Communications
Specialist
Jason Jenkins



Administrative
Assistant
Penny King



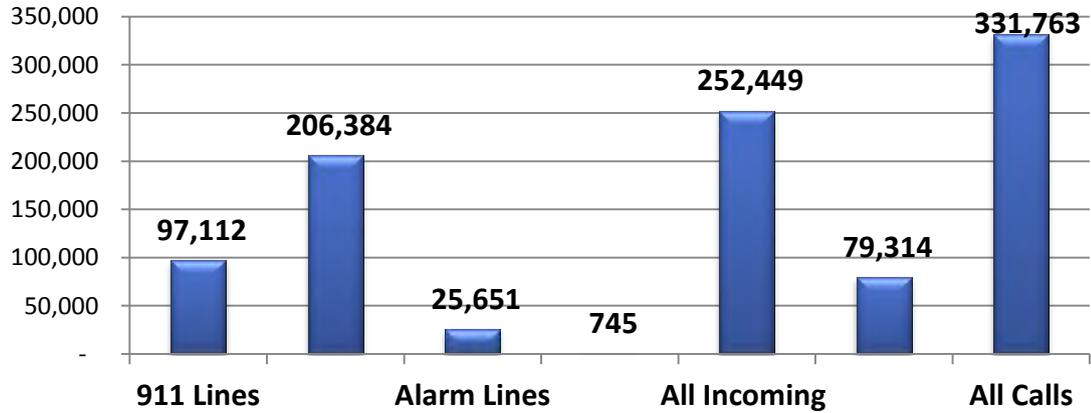
Quality Assurance
Officer / Primary TAC
Joshua Shute



Accreditation Manager
Greg Argo

2011 Summary

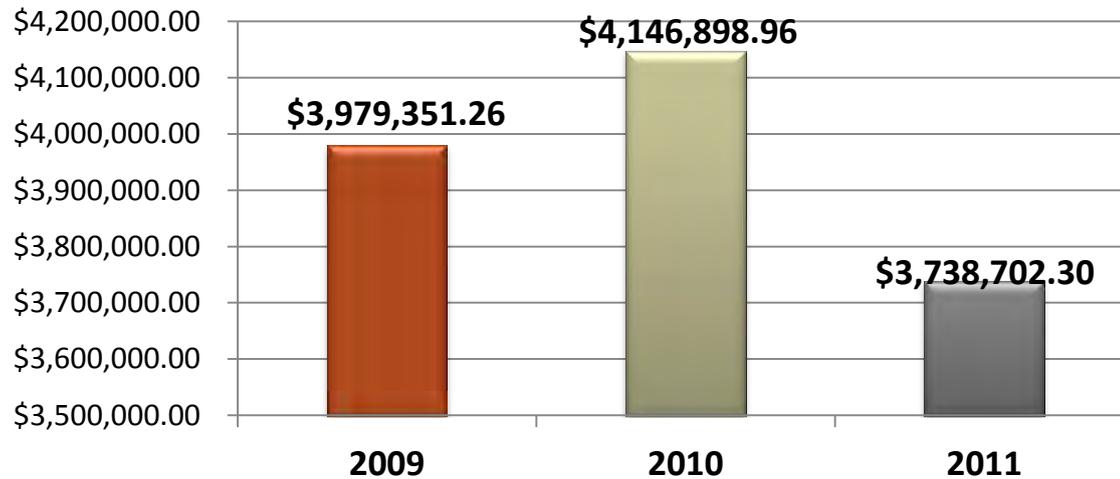
2011 Call Volume



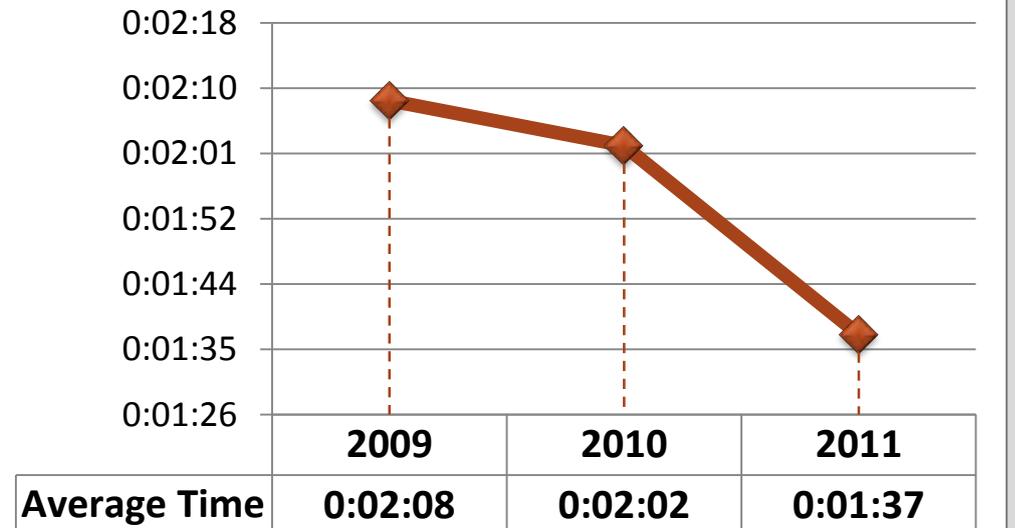
2011 Total Incidents

Police	184,763
Fire / EMS	19,911
Total	204,674

2009-2011 Annual Revenue

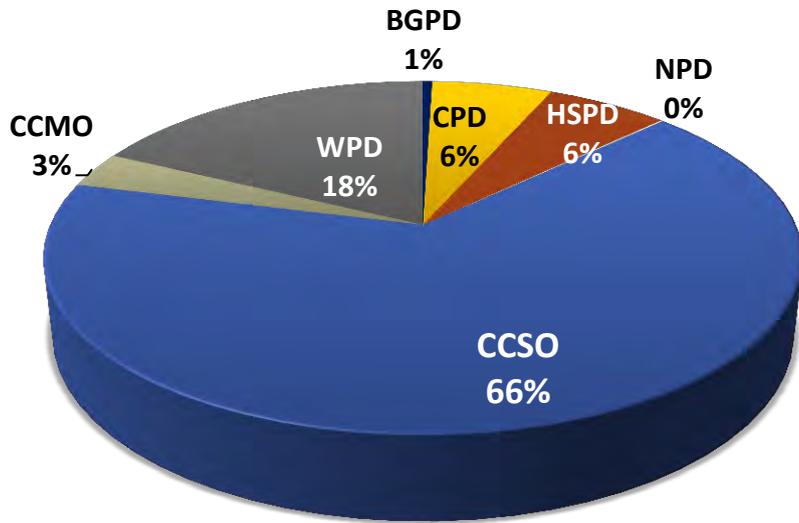


2009-2011 Overall Dispatch Time



Police Incidents

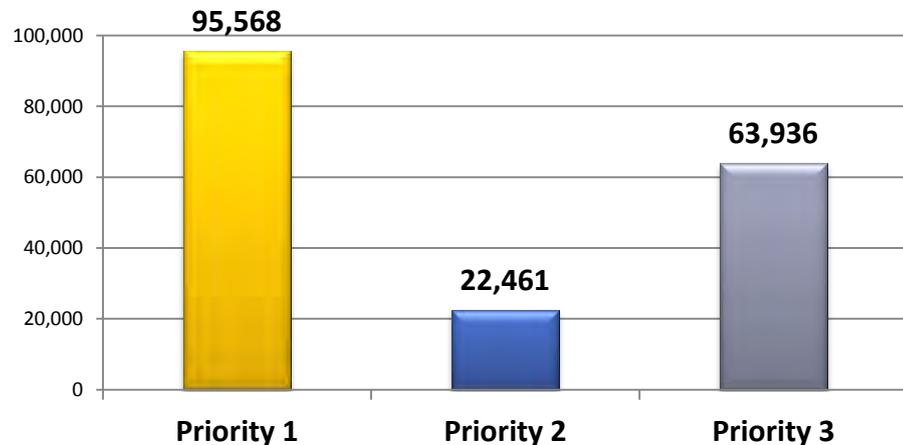
Police Incidents by Agency



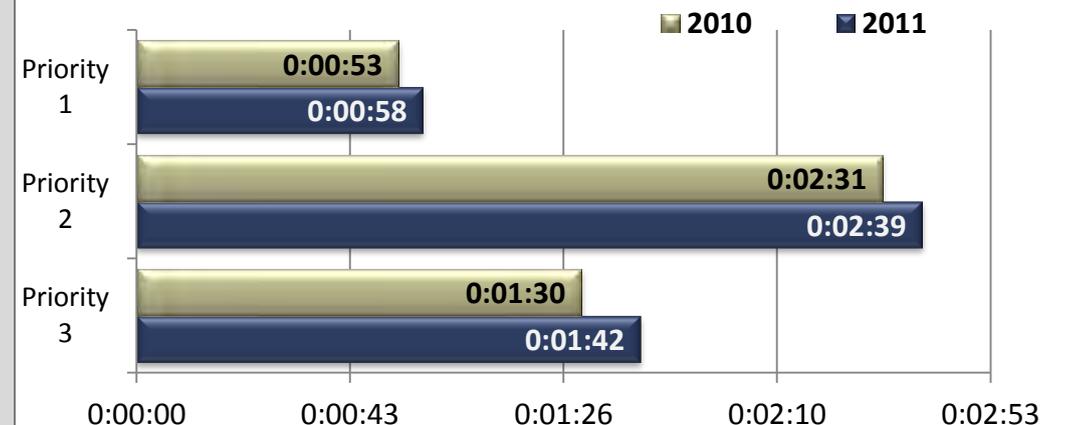
2011 Police Incidents

Cherokee County Sheriff's Office (CCSO)	120,156
Woodstock Police Department (WPD)	32,323
Holly Springs Police Department (HSPD)	11,310
City of Canton Police Department (CPD)	11,159
Cherokee County Marshal's Office (CCMO)	5,957
Ball Ground Police Department (BGPD)	865
City of Nelson Police Department (NPD)	195
Funeral Escorts (10-14s)	1,258
Incompletes	1,540
Total Police Incidents	184,763

2011 Police Incidents by Priority

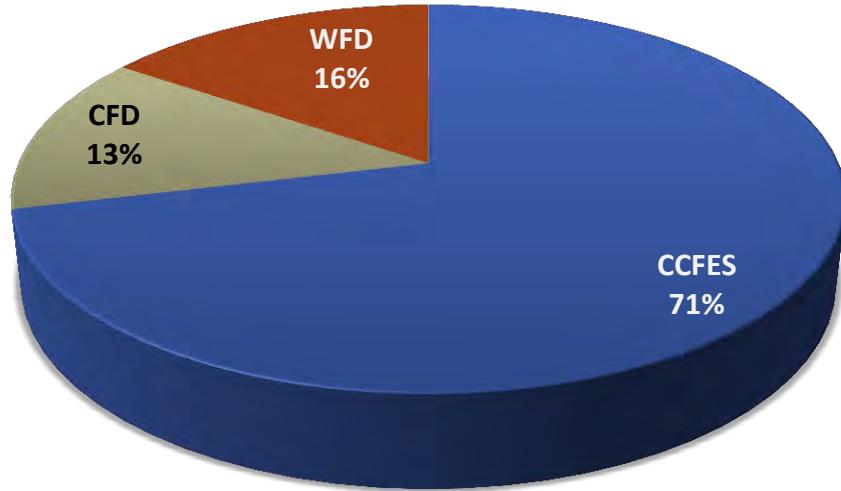


2010 - 2011 Average Police Dispatch Times

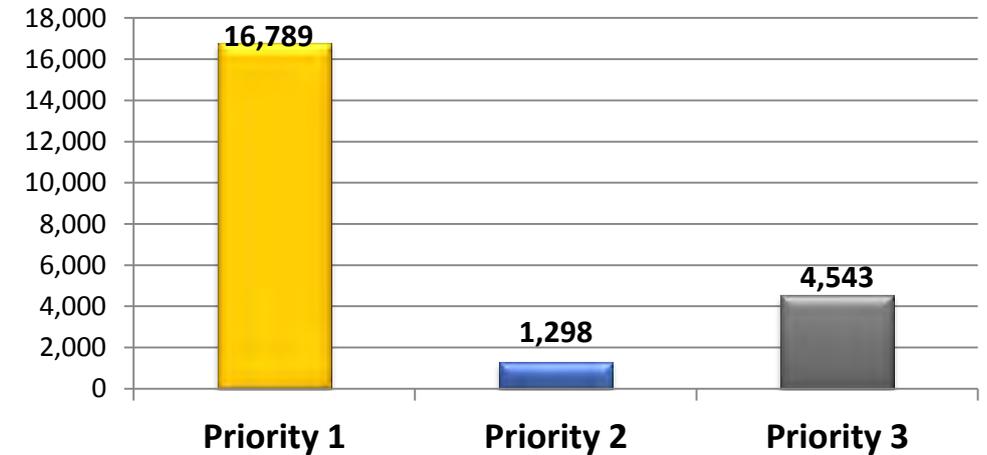


Fire / EMS Incidents

Fire / EMS Incidents by Agency



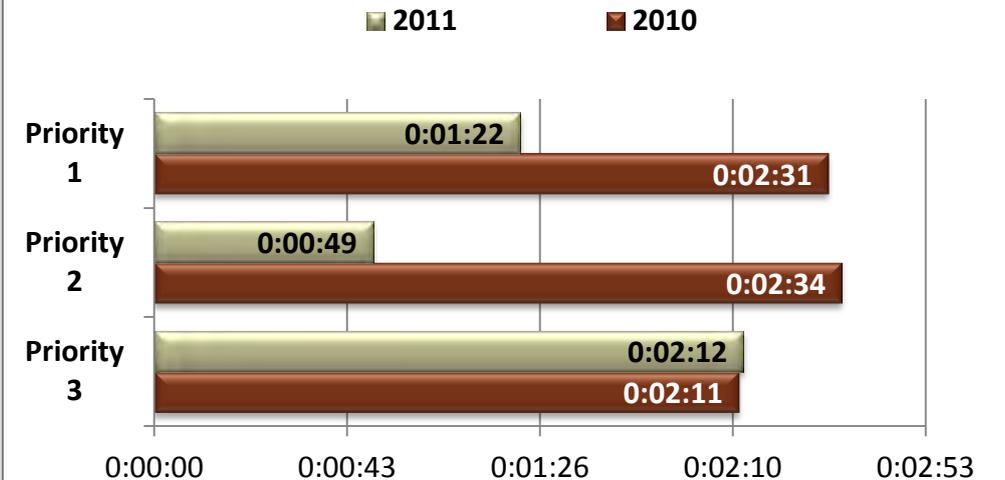
2011 Fire Incidents by Priority



2011 Fire / EMS Incidents

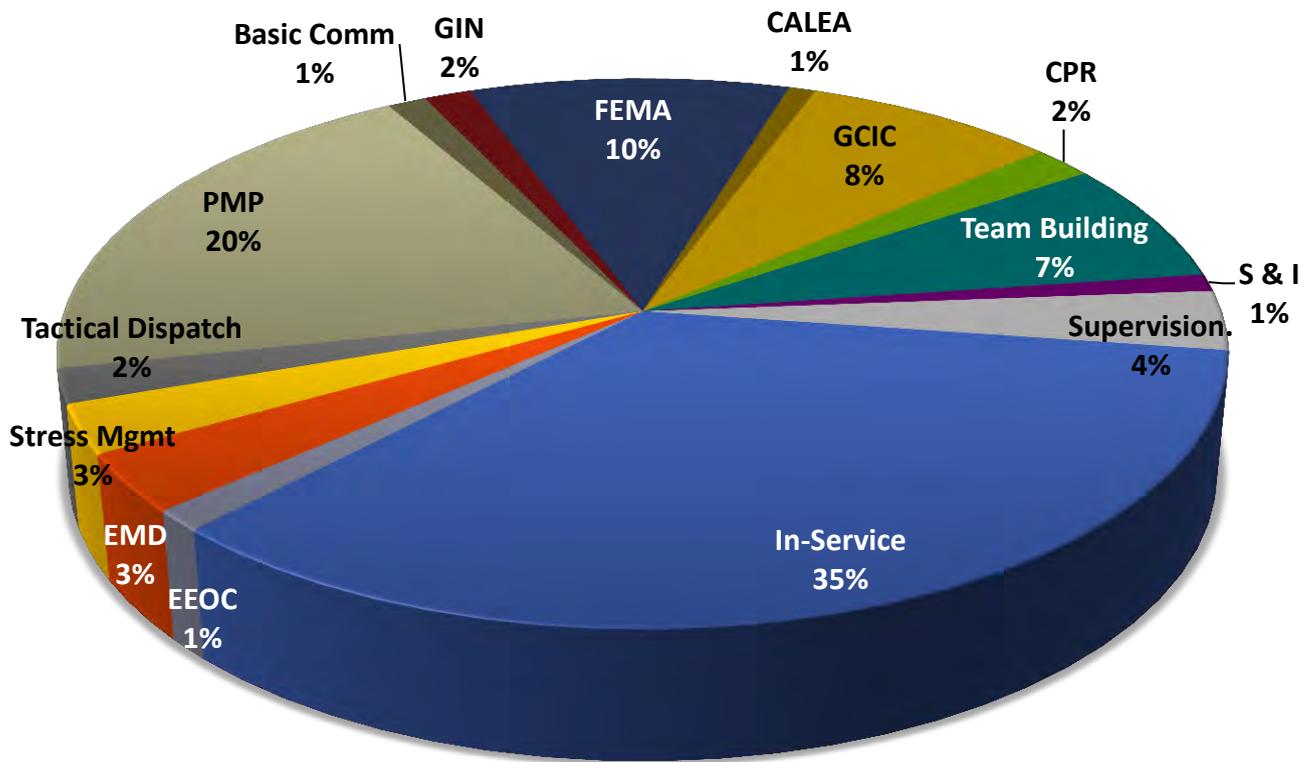
Cherokee County Fire and Emergency Services (CCFES)	14,074
City of Canton Fire Department	2,630
Woodstock Fire Department	3,053
Incomplete Incidents	647
Total Fire / EMS Incidents	20,404

2010-2011 Fire / EMS Dispatch Times



Training Division

2011 Training Hours



Total Training Hours: 3,446.7

Required Training:

Basic Communications (P.O.S.T Council)

- 40 hour course
- One time certification requiring 20 training hours per year to maintain.

TTY / TDD

- Required by the ADA
- TTY- Teletypewriters
- TDD- Telecommunications Device for the Deaf
- Refresher training every 6 months

EMD / CPR

- Allows assistance to be provided by phone prior to the arrival of medical personnel.
- EMD- Emergency Medical Dispatch
- Recertification every 2 years.

GCIC / Security and Integrity

- GCIC- Georgia Crime Information Center, a division of the GBI
- Required to access information on database
- Recertification every 2 years.

Communications Systems

FCC 2013 Narrow Band Mandate

- After January 1, 2013, all licensed radio communications in the VHF range will no longer operate on a 25k band width and all transmissions will be reduced to a 12.5k band width.
- Started mid 2010 with \$1,000,000.00 SPLOST budget
- With these changes, Cherokee County is expected to see a 40% decrease in radio coverage.

Objectives:

- Replacing old equipment that is not capable of operating or re-programming into a narrow band (12.5k) format.
 - This equipment has been replaced or is scheduled to be replaced.
- Firming up Cherokee County's infrastructure to make up for the 40% loss expected.
 - Working with the County's terrain and adding or moving towers and equipment to areas already experiencing coverage loss.

Channel	Current Operations
CCSO TAC 1	25k
CCSO TAC 6	25k
CCSO TAC 8	12.5k
CCSO Jail	12.5k
CCSO Court	12.5k
CCSO SWAT	12.5k
CCSO Tactical Ops	12.5k
CCSO CMANS	12.5k
CC Fire	25k
CC Fire Ops	25k
WPD	25k
CPD	6.25
HSPD	12.5k

Highlighted areas have been re-programmed to the narrow band format.

Total Spent	\$597,995.74
Remaining Funds	\$402,004.26

Office of Accreditation

Cherokee County E 9-1-1 achieves National Accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA).



- Enrollment began in 2009.
- In September 2011, E 9-1-1 had its examination by the CALEA organization and was found to be in compliance with all 218 nationally recognized standards.
- In November 2011, E 9-1-1 received their first National Accreditation Award during the CALEA Fall Conference in Colorado Springs, CO.
- Cherokee County E 9-1-1 is one of only four 9-1-1 Centers in the state of Georgia to achieve National Accreditation.

Animal Control Division

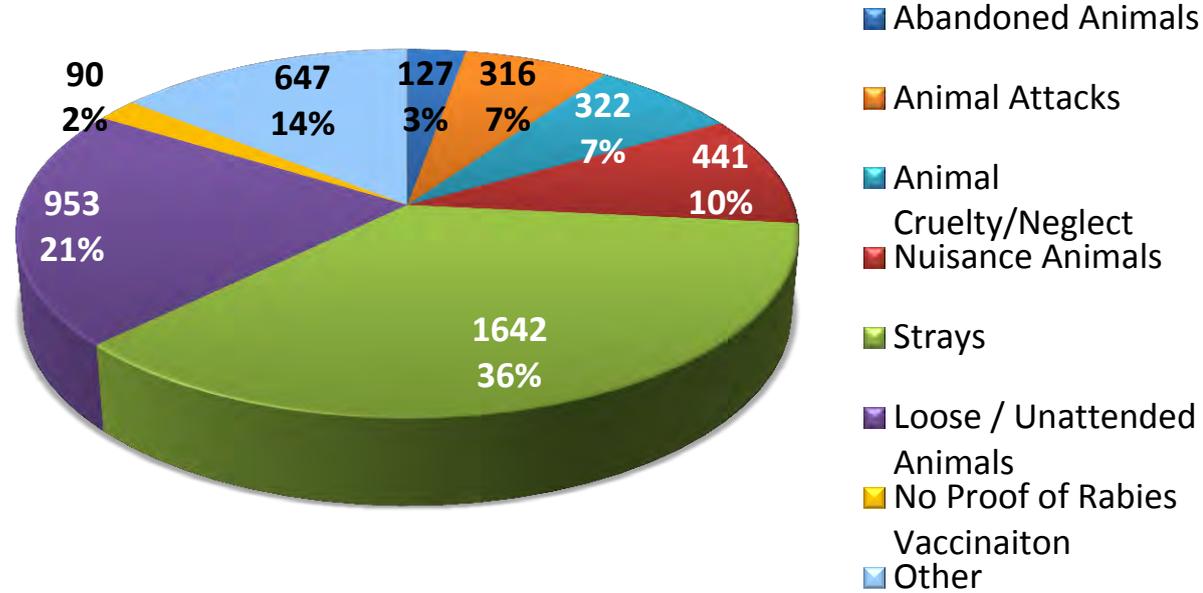


Animal Control Supervisor
Deputy Marshal Dwayne Casteel

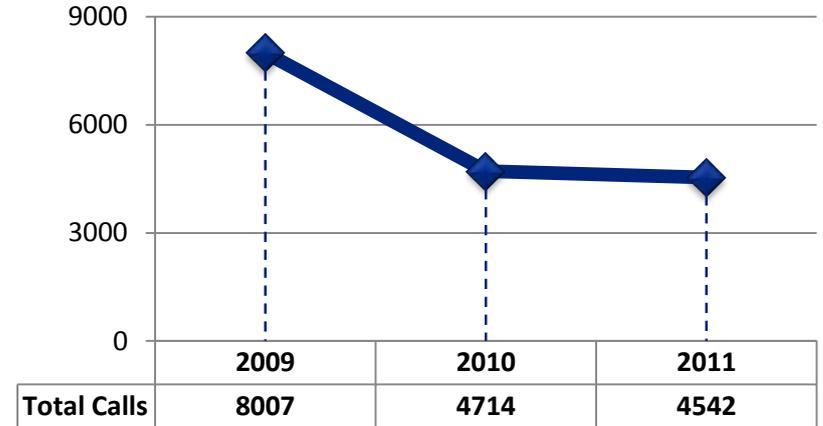


Animal Control: 2011 Summary

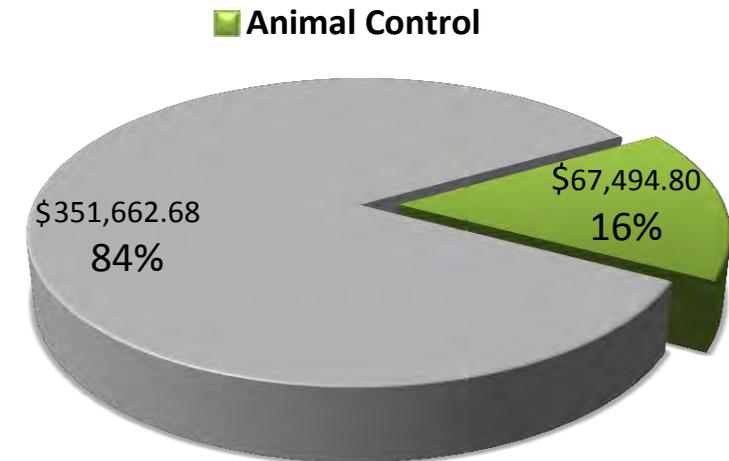
Animal Ordinance Violations



3 Year Call Volume



2011 Marshal's Office Revenue



Hours Training	Hours in Court	Animals Impounded	Citations Issued	Charges Cited
86	109.5	1,650	228	435

Cherokee County Animal Shelter



Shelter Director
Susan Garcia

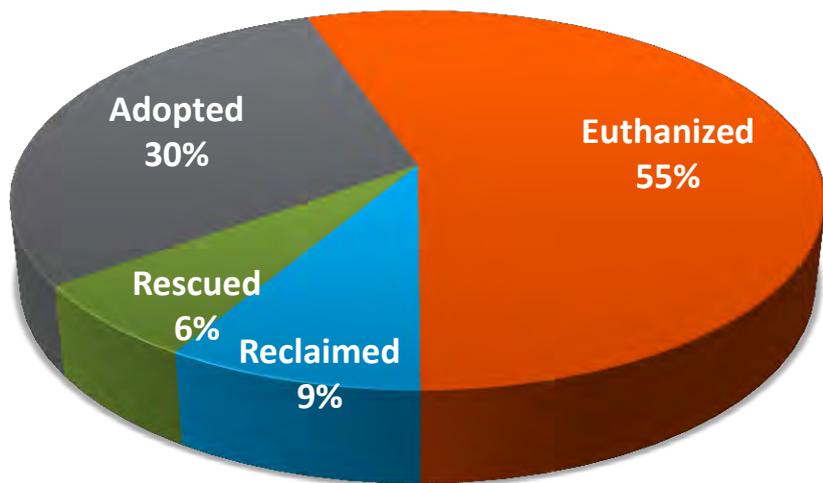


Grants

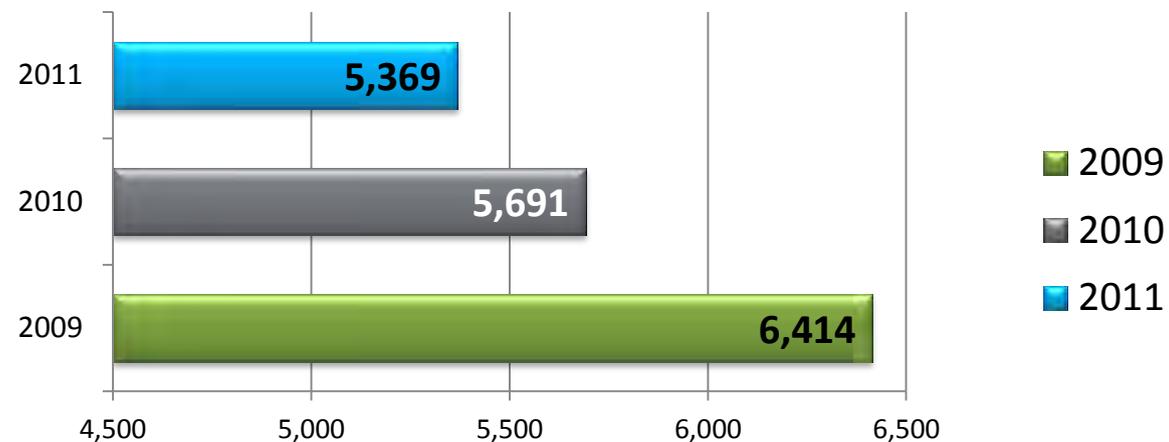
Application Title	Project Title	Amount	Date Submitted
ASPCA \$100K Challenge		\$100,000	04/2011
ASPCA Angels in Top Hats	Humane Education	\$25,000	10/19/11
ASPCA Vaccination Safety Net	S.A.V.E. Cherokee County Pets (Subsidized Animal Vaccine for Eligible)	\$5,000	11/01/11
ASPCA Mega Match A Thon	Mega Match Nationwide Pet Adoption	\$8,000	11/03/11
ASPCA R&D Community Grant	Save More Kitten Lives	\$500	11/02/11
ASPCA \$100K Photo Contest	Operation Kitten Foster	\$1,000	11/18/11
ASPCA Share the Love Contest	Subaru Adoption Event	\$20,000	01/07/11
Hills Food Shelter Love	Pewter Contest	2011 Shipping Cost	12/29/2011
Hills Food Shelter Love	Ninja Contest	2011 Shipping Cost= \$13,000	12/29/2011
Volunteer "Awards"			
Atlanta Falcons Community Quarterback Award (Katherine)		\$2,000	10/12/2011
Prudential Spirit of the Community Award (Katherine)		\$1,000-5,000	10/12/2011

Shelter Statistics

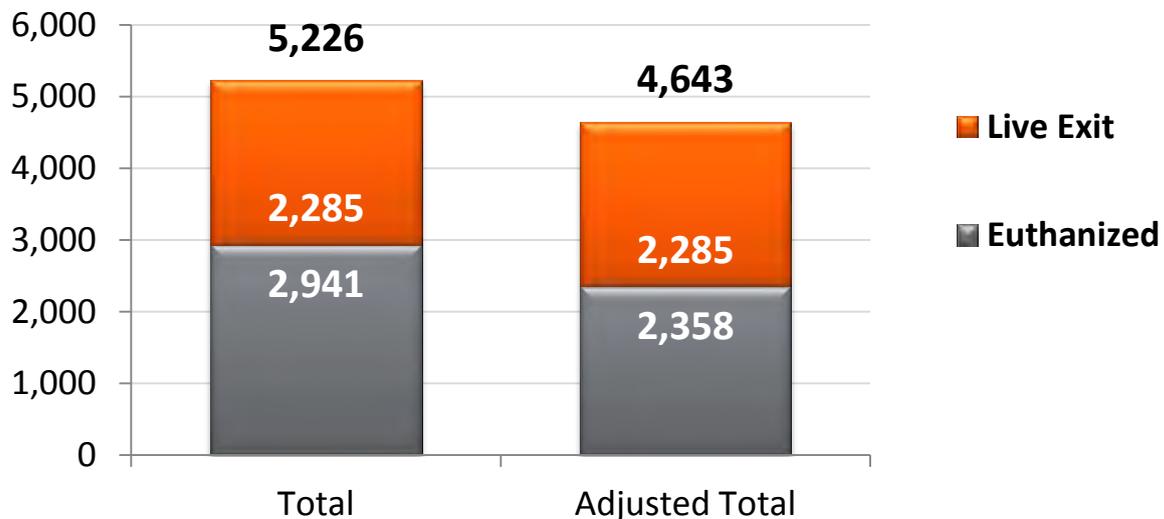
2011 Animal Dispositions



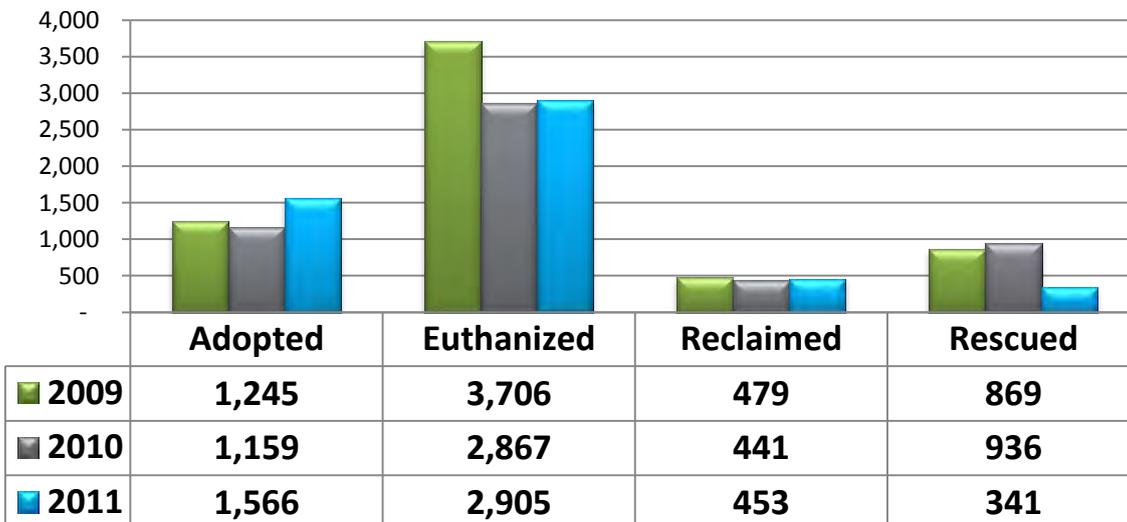
Animals Received



2011 Euthanizations



Animal Dispositions



Shelter Volunteers



Volunteer Newsletter and other Contributions			
Vol. 5-8	Annual Appeal	Glass Door Project	Zumba-thon
\$3,255	\$260	\$16,595	\$1,000

Cherokee County Recycling Center



Recycling Center Manager
Michael Johnson

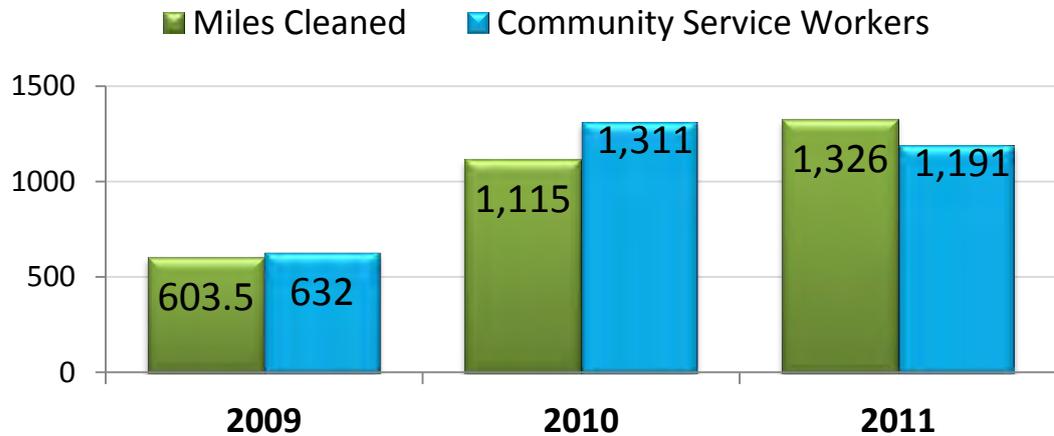


In partnership with



2011 Summary

Miles of Roadway Cleaned by Community Service Workers



Roadside Litter Control



Recyclables Collected in Tons

Hobgood Park	354.26
Blalock Road	284.25
Newspapers/Magazines	197.45
Other Drop-off Sites	80
Total Collected	915.96

2009-2011 Annual Income



AMENDED

AGENDA

Cherokee County Board of Commissioners

May 1, 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"

PRESENTATIONS

AMENDMENTS TO AGENDA

1. Add approval of Executive Session Minutes.
2. Add Consent Item 1.5

ANNOUNCEMENTS

1. ELECTRONICS RECYCLING DAY SATURDAY MAY 5, 2012
9:00 a.m. – 1:00 p.m. at Canton City Hall
151 ELIZABETH STREET, CANTON, GEORGIA
2. The Cherokee County Roads and Bridges Department announces Earney Road will be closed Monday April 23, 2012 at 7:30 am until Friday May 4th at 5:30 pm beginning at Hilltop Court down to the dam west of the Capitol City Club for road relocation. A posted detour will be signed.

Questions regarding the road closure should be directed to the Roads and Bridges Department at 770-345-5842.

3. A burn ban is in effect by the Georgia Forestry Commission from May 1 to September 30. For information on burn permits, contact the Georgia Forestry Commission at 1-877-OK2-BURN.

APPROVAL OF WORK SESSION MINUTES FROM APRIL 17, 2012.

APPROVAL OF REGULAR MEETING MINUTES FROM APRIL 17, 2012.

Amended:

APPROVAL OF EXECUTIVE SESSION MINUTES FROM APRIL 17, 2012.

(As circulated by the County Manager.)

PUBLIC HEARING

The Cherokee County Board of Commissioners will hold a Public Hearing to solicit public input on the Cherokee County Development Regulations, Section 3.05 – Approval and Recording of the Final Plat; specifically to address maintenance and performance guarantees, on Tuesday, May 1, 2012 at 6:00 p.m. in Cherokee Hall of the Cherokee County Administrative Complex and Conference Center, 1130 Bluffs Parkway, Canton, Georgia. Documents are available for review at the Engineering Department at the Cherokee County Administrative Complex during normal business hours.

PUBLIC COMMENT

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

COMMISSION POST 1

HARRY B. JOHNSTON

- A. Consider acceptance of 0.52 miles on Indian Trace Drive beginning at Holbrook Campground Road for County Maintenance.

COMMISSION POST 2

JIM HUBBARD

VICE CHAIR/COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consideration to surplus vehicles and equipment identified as no longer meeting the needs of various County departments and to dispose of or schedule for the May 12 equipment auction: Twelve (12) vehicles; six (6) pieces of equipment; one (1) trash trailer and various outdated auto parts.
- 1.2 Consider acceptance of two (2) streets in the Millstone at Little River subdivision that have not been formally accepted for County maintenance; Millstone Parkway and Millstone Lane.
- 1.3 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Northbrook Manor subdivision.
- 1.4 Consideration to surplus miscellaneous outdated computer equipment from the Voter Registration office and to dispose of at the Electronic Recycling Day on May 5, 2012.
- 1.5 AMENDED: Consider approval of GA Bar Foundation Grant Application.

COUNTY MANAGER

- 2.1 Consider acceptance of a bid from Ridgeline Homes, LLC for the sale of surplus property; Two (2) parcels, Lot 102 and Lot 118 in the Belmont Trace Subdivision, in the amount of \$15,000.00.
- 2.2 Consider approval of a change order to the Professional Services Agreement with HDR for additional design and engineering services and compensation for the planned new parks at Etowah and Killian for the City of Canton in a total amount of \$255,000.00 to be funded from the City of Canton portion of the Park Bond Program.

- 2.3 Consider acceptance of U.S. Department of Housing and Urban Development CDBG funding approval/agreement in the amount of \$904,196.00 for PY 2012 CDBG Funding. (Grant does not require match.)
- 2.4 Consideration of Partnership Agreement between Cherokee County and Northside Hospital-Cherokee for payment to Cherokee County in annual installments of \$25,000.00 for a period of five (5) years to be used for the Safe Kids Cherokee Program managed by Fire & Emergency Services.
- 2.5 Consider purchase agreement for acquisition of 6.14 acre parcel located on SR 20 and Old Mill Road in the amount of \$170,000.00
- 2.6 Consider intergovernmental agreement between Cherokee County and the City of Woodstock for road improvements in conjunction with the Horizon Outlet Mall Project.

COUNTY ATTORNEY

ADJOURN

**Cherokee County Planning Commission
Public Hearing
Agenda
Tuesday, May 1, 2012
7:00 p.m.**

OLD CASES

Case #12-03-003 House 81 Eleven, LLC requesting to rezone 3.28 acres from AG to OI. If rezoned, the property will be utilized for professional offices. The property owned by Donna L. Johnson and Lisa M. Shultz is located at 8111 Bells Ferry Road in Land Lots 361 and 362 of the 15th District, 2nd Section of Cherokee County, Georgia and indicated as Parcels 027 and 028 on Tax Map 15N02.

Case #12-05-004 Chris Moore requesting to rezone 7.3 acres from AG to GC. If rezoned, the property will be utilized for RV/Boat Storage. The property owned by Chris Howell is located at the intersection of Knox Bridge Highway and Willie West Road in Land Lot 16 of the 21st District, 2nd Section of Cherokee County, Georgia and indicated as Parcels 120, 115A and 115B on Tax Map 22N12.

OTHER ITEMS

Approval of January 3, 2012 Public Hearing Minutes

ANNOUNCEMENTS

1. ELECTRONICS RECYCLING DAY SATURDAY MAY 5, 2012
9:00 a.m. – 1:00 p.m. at Canton City Hall
151 ELIZABETH STREET, CANTON, GEORGIA

2. The Cherokee County Roads and Bridges Department announces Earney Road will be closed Monday April 23, 2012 at 7:30 am until Friday May 4th at 5:30 pm beginning at Hilltop Court down to the dam west of the Capitol City Club for road relocation. A posted detour will be signed.

Questions regarding the road closure should be directed to the Roads and Bridges Department at 770-345-5842.

3. A burn ban is in effect by the Georgia Forestry Commission from May 1 to September 30. For information on burn permits, contact the Georgia Forestry Commission at 1-877-OK2-BURN.



City of Canton

ELECTRONICS RECYCLING DAY SATURDAY MAY 5, 2012
9:00 a.m. – 1:00 p.m. at City Hall
151 ELIZABETH STREET, CANTON, GEORGIA

Items Accepted at No Charge

Personal Computers
Floppy/Disk Drives
CD-Roms
Circuit Boards
PC Power Supplies
Keyboards
Mouse/Mice
PC Monitors

Laptops
Printers
Fax Machines
Copiers
Stereos/VCR/CD-Players
Typewriters
Test Equipment
Networking Equipment

Modems
UPS Batteries
Cell Phones
Phones
Scanners
Microwaves
Wire/Cabling

Chargeable Items
Televisions (\$10.00)

Items Not Accepted

Console/Projection Televisions
Washer/Dryers
Vacuum Cleanser
Humidifiers
Refrigerators
Washers

Car Batteries
Toaster Ovens
De-Humidifiers
Gas Powered Tools
Tires
Battery Powered Tools

Dryers
Freezers
Blenders
Household Trash
Mixers
Ovens

Please remain in your car and let our volunteers take all equipment from your vehicle. Also, please remove equipment from boxes, and cables from each device. All cables may be placed in a bag for drop off that day. The City of Canton, Cherokee County, RecycleTronics, and Waste Management Make this event possible. www.recycletronics.com. Thank you for recycling.



By policy, minutes are not official until approved by the Board at a future regular meeting.

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

April 17, 2012

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at **3:06 p.m.** with all members of the Board except Commissioner Bosch present by reading motivational quotes by Mac Anderson.

He said that two items were being amended to the agenda;

1. Remove item 3.1 under the County Attorney Portion at the request of the attorney for the Goldhound Case. Angie Davis commented that it would not hurt the county to allow the postponement.
2. Add an announcement regarding the burn ban issued by Georgia Forestry in effect from May 1 to September 30. For information on burn permits, contact the Georgia Forestry Commission at 1-877-OK2-BURN.

The Chairman then called on Bill Echols to speak about the Blankets Creek Project. Mr. Echols introduced Mike Ross with Ross and Associates to give a presentation on the design of Blankets Creek. Chairman Ahrens asked if they could provide a timeline. Mr. Echols said they had submitted for permitting and he believes they will be ready to issue with that permit sometime in late May. He also said he is working on doing a new cash flow of the park bonds. Mr. Echols said they think it will be a six month construction schedule. Commissioner Johnston asked how long the park would have to be closed for this construction and Mr. Echols replied that 15 Monday-Friday weeks with the belief that they can get back up with some interim measures for the weekends. Commissioner Johnston asked if a contractor had been selected yet and Mr. Echols said they had not

By policy, minutes are not official until approved by the Board at a future regular meeting.

track record; Other bids were from Mason Tractor at \$44,100.00 and Yancey Caterpillar at \$44,761.00.

- 2.4 Consider approval of FY2011 GEMA Homeland Security / Citizen Corps Grant Program in the amount of \$9,000.00. Consider budget amendment to transfer the grant revenue in the amount of \$9,000.00 to account 23920555 to be used to fund public education for the citizens of Cherokee County.

The Chairman asked if there was anything else. Commissioner Nelms said that he would like to comment to Mr. Cooper and Chief Marshal Chris Collett that the Marshal's Office Annual report was a very impressive document compared to the past, and he particularly liked the way the agencies and departments were combined in the report. Commissioner Hubbard said that he understood the report would officially be presented at the May 1 meeting. As the discussion on the Annual Report concluded, Commissioner Hubbard made a motion to adjourn to Executive Session at 3:35 p.m. to discuss personnel issues, pending litigation and property acquisition. Commissioner Nelms seconded and the motion carried unanimously.

Executive Session to Followed

MINUTES

Cherokee County Board of Commissioners

April 17, 2012

REGULAR MEETING

CHEROKEE HALL 6:00 P.M.

INVOCATION

Commissioner Nelms led the invocation.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:01 p.m. Those present include Commissioner Harry B. Johnston; Commissioner Jim Hubbard; Vice Chair/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"

Chairman Ahrens led the Pledge of Allegiance.

PRESENTATIONS

None scheduled.

PROCLAMATION

None scheduled.

AMENDMENTS TO AGENDA

1. Remove item 3.1 from County Attorney Portion – appeal by Mr. Dennis Ray/Precious Metal Permit.
2. Add announcement regarding the burn ban.

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

ANNOUNCEMENTS

1. 7th Annual Touch-A-Truck event on Saturday, April 21, 2012 from 10:00 a.m. until 12:30 p.m. at the Recreation Center in Woodstock. This event is free to the public. For more information, contact CRPA at 770-924-7768.
2. ELECTRONICS RECYCLING DAY SATURDAY MAY 5, 2012
9:00 a.m. – 1:00 p.m. at Canton City Hall
151 ELIZABETH STREET, CANTON, GEORGIA
3. The Cherokee County Roads and Bridges Department announces Earney Road will be closed Monday April 23, 2012 at 7:30 am until Friday May 4th at 5:30 pm beginning at Hilltop Court down to the dam west of the Capitol City Club for road relocation. A posted detour will be signed.

Questions regarding the road closure should be directed to the Roads and Bridges Department at 770-345-5842.
4. **Amended:** A burn ban is in effect by the Georgia Forestry Commission from May 1 to September 30. For information on burn permits, contact the Georgia Forestry Commission at 1-877-OK2-BURN.

APPROVAL OF WORK SESSION MINUTES FROM APRIL 3 , 2012.

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

APPROVAL OF REGULAR MEETING MINUTES FROM APRIL 3, 2012.

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

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

Six people had signed up to speak. Chairman Ahrens reminded everyone to keep their comments to three minutes.

1. Carolyn Cosby spoke about the SPLOST. She said that she believes the county is misusing the SPLOST funds by buying items from the General Fund then reimbursing The General Fund from SPLOST funds. She says the committee is demanding tonight that all SPLOST monies for capital projects be reimbursed to the General Fund. She also commented that the County has not involved committee in seeking a solution to the 'Bobo Boondoggle'.
2. Roger Carter spoke about the RRDA. He said he feels the use of that and other authorities creates a shadow government beyond the control of voters, and that the use of authorities should be avoided. He also pointed out that the RRDA had not filed a required report with the Georgia DCA.
3. Bill McNiff from Nelson spoke about Mr. Bobo. He said in September 2006 Mr. Bobo bought land for \$56k an acre and in 2007, RRDA bought it from Mr. Bobo at \$102,000 an acre. He feels as if the deal was done in executive session so there is no record of it. He asked for someone to explain to him what executive session was actually all about.
4. John Highland spoke about TSPLOST. He asked that the commissioners withdraw their support of it and listed specific reasons why. The first reason was because MARTA is in debt; he wonders how there can be mass transit spending when ridership is down. He asked that the commissioners oppose another layer of government. He believes it will take away from local decision making in Cherokee County.
5. Tom Ware spoke about the Aquatic Center. He is concerned with the costs of the removal of rock. He feels that this situation is similar to the situation with the soccer complex. He believes that the county should hold the contractors responsible for removing the rock and that it should be included in the contractors bid.
6. Deborah Staver had signed up but declined to speak when called upon.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Consideration of two candidates for vacancies on the Region 1 DBHDD Board.

Chairman Ahrens said that he had received two applications that had been cleared through the region for vacant positions. He briefly went over the resumes of **Ms. Kay Rogers and Mr. Joseph Davis**. He then recommended the appointment of the two applicants.

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

B. Local legislation regarding HOST signed by Governor Deal.

He commented that Senator Rogers is a big supporter of the SB514 which will allow the question of HOST to be on the November ballot.

He reminded everyone in attendance that the second snapshot regarding the transportation referendum will be held at the Woodstock City Chambers on April 26 at 6:00 p.m.

COMMISSION POST 1

HARRY B. JOHNSTON

COMMISSION POST 2

JIM HUBBARD

VICE CHAIR/COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

-
- 1.1 Consideration to surplus obsolete printers, calculators and other miscellaneous outdated or non-working electronic equipment from Finance Department. Upon approval, recommend recycling on Electronics Recycling Day on May 5, 2012.

- 1.2 Consider approval to accept insurance recovery revenue and budget amendment in the amount of \$676.00 due to a no-fault accident involving Property Management vehicle.
- 1.3 Consider approval to accept insurance recovery revenue and budget amendment in the amount of \$1,330.46 received for damaged patrol vehicles.

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

COUNTY MANAGER

- 2.1 Consider approval of change order to the Construction Services Agreement with New South Construction Company, Inc., for an increase in allowance for rock blasting and removal in an amount not to exceed \$300,000.00 for the Aquatic Center. Does not impact project budget.

Mr. Cooper gave a summary of the contract provision regarding rock removal, and further discussion ensued. The point of the discussion was that the RFP requested each bidder to include blasting and removal of a fixed quantity of rock, based on the county's environmental assessment of the site, and to provide per-ton pricing for any additional amounts required to be blasted and/or removed. This approach was used so as to allow contractors to bid as low as possible, knowing they'd be protected if additional rock work proved to be necessary. The project budget includes a contingency amount, largely for this purpose, so the expected cost of the project will not increase as a result of this change request.

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

- 2.2 Consideration to purchase three (3) vehicles for CRPA under equipment portion of the Park Bond. 1. Ford Escape from Brannen Ford in the amount of \$22,500.00, next lowest bid was \$22,511.00; 2. Ford Explorer from Wade Ford in the amount of \$23,558.00, next lowest bid was \$23,899.00; 3. Ford F-350 Dump truck from Wade Ford in the amount of \$28,185.00, next lowest bid was \$29,387.00.

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

- 2.3 Consideration to purchase skid steer loader for CRPA under equipment portion of Park Bond in the amount of \$39,500.00 from Border Equipment, the second lowest

bidder as recommended by Fleet Director. Lowest bid was \$38,388.96 from JCB of Georgia but was not recommended due to concerns with the new design having no track record; Other bids were from Mason Tractor at \$44,100.00 and Yancey Caterpillar at \$44,761.00.

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

- 2.4 Consider approval of FY2011 GEMA Homeland Security / Citizen Corps Grant Program in the amount of \$9,000.00. Consider budget amendment to transfer the grant revenue in the amount of \$9,000.00 to account 23920555 to be used to fund public education for the citizens of Cherokee County.

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

COUNTY ATTORNEY

- 3.1 **AMENDED/REMOVED:** Appeal by Mr. Dennis Ray of the denial of a precious metal dealer's permit application for Goldhound, 2382 Marietta Hwy, Canton, Georgia.

Item was postponed from April 3, 2012 meeting. At the request of Mr. Ray's attorney, case will be postponed again to the May 15, 2012 meeting.

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

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Hubbard made the motion to adjourn at 6:47 p.m.; Commissioner Nelms seconded and the motion received unanimous approval.

Cherokee County, Georgia Agenda Request

Agenda No.

P.H.

SUBJECT: Amendments to Development Regulations
Maintenance & Performance Guarantees

MEETING DATE: May 1, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of a request for amendment to the Cherokee County Development Regulations; specifically to address maintenance and performance guarantees.

FACTS AND ISSUES:

The following revisions to the Approval and Recording of the Final Plat section of the Development Regulations are proposed to specifically address Maintenance and Performance guarantees.

The revisions involve the types of guarantees acceptable by Cherokee County to include Letters of credit. Letters of credit shall only be accepted from banks or financial institutions that are: 1) Licensed to do business in the State of Georgia and fully insured by the FDIC; 2) are not subject to an enforcement decision or order by the FDIC; and 3) have a Texas Ratio of less than 100.

Also included is a standard irrevocable letter of credit form to be used when submitting a letter of credit to the County.

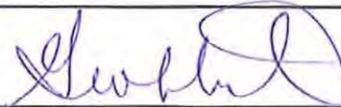
BUDGET:

ADMINISTRATIVE RECOMMENDATION:

Approval of amendment to the Cherokee County Development Regulations; specifically to address maintenance and performance guarantees.

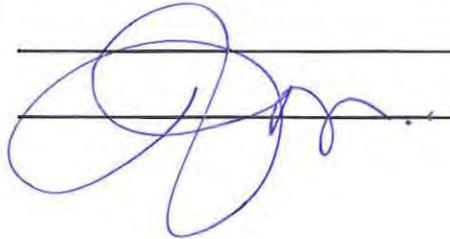
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:



storage is being provided for the development stating that the maintenance of underground detention facilities is the responsibility of the owner. That the owner agrees to perform annual inspections and provide any necessary maintenance.

48. It is the policy of Cherokee County that drainage easements are dedicated to the public use and are not accepted by Cherokee County for County maintenance and are not considered County property. Therefore, it is Cherokee County Policy that no County forces or equipment shall be used to perform construction to any drainage easement within Cherokee County, unless said easement lies within Cherokee County right-of-way and/or said work is necessary to protect County right-of-way per Cherokee County Policy adopted January 14, 1997.
49. All sidewalk locations shall be indicated.
50. Table of dedication.
51. All other notes or notations as may be required by the Cherokee County Engineering Department.

3.05. Approval and Recording of the Final Plat

A. General

1. Once the final plat has been approved and all required public improvements complete, with the exception of the final coat of paving or required tree planting, which require a performance guarantee to be posted, the final plat shall be signed by all responsible County departments and presented by the developer to the Clerk of the Superior Court of Cherokee County for recording.
2. Approval shall be so indicated on all copies of the final plat, and include the signatures of both the Planning and Zoning Department representative and County Engineer, and the date of approval.

B. STEP 1. Approval of Improvements for Final Plat Recording.

1. Upon the completion of paving, the Developer shall fax or e-mail the Development Inspector requesting a final punch list. If the Development Inspector has not completed the punch list within three (3) working days, the Developer shall post the maintenance guarantee amount, calculated in accordance with the Cherokee County Fee Computation Sheet, as amended from time to time by the County Engineer.
2. If the County Development Inspector finds upon inspection that all improvements meet the requirements of Cherokee County, he shall provide written notice of acceptance to the developer. If a performance guarantee has

been posted, the final plat shall be approved and released to the developer for approval.

3. If the County Development Inspector finds, upon inspection, that the improvements do not meet the requirements of Cherokee County, he/she shall provide the developer with written notice detailing the reasons for his/her rejection of the improvements.
4. The County Development Inspector shall re-inspect the project for compliance and release. If an additional re-inspection is necessary, then a charge of \$100.00 shall be levied. The fee for any re-inspections after that will be doubled each time a re-inspection takes place as a part of the final plat acceptance and recording procedure. All re-inspection fees shall be paid in full prior to the approval of a final plat (residential) or certificate of occupancy (non-residential).

C. STEP 2. Performance Guarantee

At the discretion of the County Development Inspection Division Manager, a developer who wishes to submit a final plat and has not completed the required final coat of paving and/or required tree planting may submit a performance guarantee in the form of a bond, cash, ~~or~~ assignment of certificate of deposit or letter of credit. The amount of such guarantee shall be set by the County Development Control Inspection Manager. The amount of the performance guarantee will be based upon 110% of the construction cost necessary to cover the installation of the final course of paving and/or required tree planting. The Developer shall be required to keep the performance guarantee active until all work covered by the guarantee is completed. If all work is not completed within one year of the posting of the performance guarantee, the amount of the performance guarantee will be reviewed by the County Development Control Inspection Manager, to determine if the amount is still acceptable to cover the construction cost of the required improvement. If the amount of the guarantee is found not to be sufficient to cover the construction cost of the required improvement, the Developer shall post a revised guarantee in the revised amount. Bonds shall be issued by sureties licensed by and active with the Georgia Insurance and Fire Safety Commissioner and listed in Circular 570 (Federal Register Vol. 62, No. 126) among companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies. Assignments of certificates of deposit shall be issued by banks or savings and loan associations, as defined in O.C.G.A. § 7-1-4, licensed to do business in Georgia and shall be fully insured by the Federal Deposit Insurance Corporation. Letters of credit shall only be accepted from banks or savings and loan associations, as defined in O.C.G.A. § 7-1-

4, that: 1) are licensed to do business in Georgia and fully insured by the Federal Deposit Insurance Corporation; 2) are not subject to an enforcement decision or order issued by the Federal Deposit Insurance Corporation; and 3) have a Texas Ratio, as defined below, of less than 100 (i.e. 1:1). For purposes of this Section 3.05, the term "Texas Ratio" shall mean the ratio resulting from the amount of a bank's or savings and loan association's non-performing assets and loans, as well as loans delinquent for more than ninety (90) days, divided by the bank's or savings and loan association's capital equity plus its loan loss reserve. All bonds, and assignments of certificates of deposit, and letters of credit shall be on the form supplied by the County and must be approved as to execution and as to the validity of any attached power of attorney by the County Attorney.

D. STEP 3. Maintenance Guarantee

The developer shall submit a maintenance guarantee, in the form of a bond, cash, or assignment of certificate of deposit or letter of credit, to cover the cost of maintaining or repairing the constructed improvements for a fifteen (15) month period; beginning from the date that all improvements have been installed and approved by the County Development Inspector. The Developer shall be required to keep the fifteen (15) month maintenance guarantee active until the improvements have been accepted as outlined in Section 3.05-B or the County will have no recourse but to call the bond, cash or assignment of certificate of deposit and make any improvements or repairs necessary for County acceptance. If all maintenance repairs are not completed within the fifteen (15) month maintenance period, the amount of the maintenance guarantee will be reviewed by the County Development Control Inspection Manager, to determine if the amount is still acceptable to cover the construction cost of the required repairs. If the amount of the guarantee is found not to be sufficient to cover the construction cost of the required repairs, the Developer shall post a revised guarantee in the revised amount. Bonds shall be issued by sureties licensed by and active with the Georgia Insurance and Fire Safety Commissioner and listed in Circular 570 (Federal Register Vol. 62, No. 126) among companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies. Assignments of certificates of deposit shall be issued by banks or savings and loan associations, as defined in O.C.G.A. § 7-1-4, licensed to do business in Georgia and shall be fully insured by the Federal Deposit Insurance Corporation. Letters of credit shall only be accepted from banks or savings and loan associations, as defined in O.C.G.A. § 7-1-4, that: 1) are licensed to do business in Georgia and fully insured by the Federal Deposit Insurance Corporation; 2) are not subject to an enforcement decision or order issued by the Federal Deposit Insurance Corporation; and 3) have a Texas Ratio of less than 100 (i.e. 1:1). All bonds, and assignments of certificates of deposit, and letters of credit shall be on the form

supplied by the County and must be approved as to execution and as to the validity of any attached power of attorney by the County Attorney.

E. STEP 4. Approval of Improvements for County Acceptance

The fifteen-month maintenance period will allow the Development Control Inspectors to observe the improvements for a full twelve (12) month period before the bond expires. The Developer shall be required to contact the County Development Inspector in writing by fax or e-mail at the end of the 12-month period to initiate the County's punch list.

The Development Inspector shall prepare a punch list to the Developer affording him/her a 60-day period in which to make all necessary repairs. The Developer shall be required to contact the County Development Inspector at the end of the 60-day period in writing by fax or e-mail after all punch list items have been completed. The County Development Inspector shall have 30 days to make his/her final review for approval and shall notify the developer in writing of the results of this inspection. An extension of the maintenance guarantee can be granted at the discretion of the County Engineer. The amount of the maintenance guarantee will be reviewed by the County Development Control Inspection Manager, to determine if the amount is still acceptable to cover the construction cost of the required repairs, prior to granting any extensions. If any needed repairs are not completed by the Developer within the specified period of time, the maintenance guarantee shall be called in to pay for such repairs. Should the amount of the maintenance guarantee be inadequate to pay for the full cost of the repairs, Cherokee County shall have the authority to collect the remaining amount from the developer.

At the time that the work is inspected and found free from defects the County Development Inspector shall provide the Developer with written approval and the County Engineer or his designated representative shall submit the improvements for County acceptance.

3.06. Official Acceptance of Improvements

After the final plat has been approved and recorded, any performance and maintenance guarantees have been released, and fifteen (15) month maintenance approval has been granted, the Cherokee County Government shall officially accept the subdivision improvements. Such acceptance shall be made as an item of business conducted at the next regular meeting of the Cherokee County Board of Commissioners.

DEVELOPMENT MAINTENANCE/PERFORMANCE [CHOOSE ONE]

IRREVOCABLE LETTER OF CREDIT NO. _____

Loc. Number

Date

BENEFICIARY:
Cherokee County, Georgia
Cherokee County Engineering Department
1130 Bluffs Parkway
Canton, Georgia 30114

Dear Director of Engineering:

We hereby issue irrevocable letter of credit no. _____ (hereinafter referred to from time to time as the "credit") in favor of Cherokee County, Georgia, at the request and for the account of:

DEVELOPER

STATE

COUNTY

STATE

ZIP

up to the aggregate sum of _____ U. S. dollars (\$ _____), expiring as described below, available for payment at sight against Cherokee County, Georgia's draft(s) drawn in part or in whole on [NAME OF INSTITUTION] (referred to occasionally herein as "bank," "we" or "us") by Cherokee County, Georgia.

Any draft drawn under this credit and bearing the following verbiage shall be honored: "THE AMOUNT OF \$ _____ IS HEREBY DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. _____, ISSUED BY [NAME OF INSTITUTION], ON [DATE] FOR FAILURE OF [NAME OF DEVELOPER] TO COMPLY WITH THE TERMS OF ITS UNDERTAKING WITH CHEROKEE COUNTY, GEORGIA."

This irrevocable letter of credit in favor of Cherokee County, Georgia (sometimes referred to herein as "you") shall secure any liability that has accrued to or is uncured by _____ (the "Developer") to Cherokee County, Georgia as a result of Developer's failure, regarding [NAME OF PROJECT] more particularly described in the "Final Plat" recorded in the real estate records of the Clerk of the Superior Court of Cherokee County at Plat Book _____, Page _____, to [CHOOSE ONE] construct; or maintain; all streets, rights-of-way, water lines, sewer lines, sidewalks, and drainage

facilities ("Infrastructure") shown on said Final Plat in accordance with all applicable federal and state laws and with all applicable Cherokee County regulations, including but not limited to the Code of Ordinances, Cherokee County, Georgia and the Cherokee County Development Regulations in force as of the date of this credit and on file with and available from the Cherokee County Department of Engineering.

We hereby agree with you that any draft drawn under and in compliance with the terms of this credit will be duly honored on presentation in person or by mail at our office at _____, at any time as determined appropriate by Cherokee County, Georgia in its sole discretion, but not later than the close of business on or before the Expiration Date (as hereinafter described).

Except as stated herein, this undertaking is not subject to any condition or qualification. The obligation of the bank under this letter of credit shall be the individual obligation of the bank, which is in no way contingent upon reimbursement with respect thereto.

No right of action shall accrue on account of this letter of credit for the use or benefit of any individual, partnership, corporation, or other entity, other than Cherokee County, Georgia.

It is understood that we shall be liable, for the default of the Developer in fully discharging any liability on its part accruing within the terms, conditions and obligations of this letter of credit.

This Credit is effective immediately and, unless terminated on an earlier date by your Notice of Termination (as hereinafter defined) or by presentation of a complying draw hereunder, expires at 5:00 p.m. prevailing local time [ENTER DATE, AT LEAST 18 MONTHS] at our office at _____ (the "Initial Expiration Date"), or if such day is not a day on which we are open for the transaction of letter of credit business (a "Business Day"), on the next succeeding Business Day; provided, however, unless we provide you with written notice of our election not to extend this Letter of Credit at least ninety (90) days prior to the Initial Expiration Date described above, this Letter of Credit will be automatically extended, without amendment for one additional 365 day period from the Initial Expiration Date.

HOWEVER, THIS LETTER OF CREDIT SHALL NOT BE EXTENDED BEYOND _____ WHICH SHALL BE CONSIDERED THE FINAL EXPIRATION DATE. ANY REFERENCE TO A FINAL EXPIRATION DATE DOES NOT IMPLY THAT [NAME OF INSTITUTION] IS OBLIGATED TO EXTEND THIS CREDIT BEYOND THE INITIAL EXPIRATION DATE OR ANY EXTENDED DATE THEREOF

In the event that you are notified by us that the Initial Expiration Date of this credit shall not be extended, and you have not been provided with an extension or replacement of this credit acceptable to you at least thirty (30) days prior to the Initial or Final Expiration Date, as applicable, you may draw for the full amount outstanding hereunder on or before the Initial or Final Expiration Date, as applicable.

This credit may be terminated in its entirety prior to any expiration date if, at any time you provide us with a certificate appropriately completed in the form of Annex A (the "Notice of Termination") along with the original letter of credit.

It is a further condition of this letter that any interruption of the bank's conduct of

business caused by an act of God, riot, civil commotion, insurrection, war or other cause beyond the bank's control, or by any strike or lockout, will automatically extend the expiration date hereof by the period of the interruption.

In the event any action or proceedings are initiated with respect to this letter of credit, the parties agree that the venue shall be Cherokee County, State of Georgia.

Should any proceedings be necessary to enforce this letter of credit, Cherokee County, Georgia shall be allowed to recover any reasonable attorney's fees in addition to other sums found due not to exceed the dollar amount of the Letter of Credit.

It is agreed that this letter of credit shall be governed by and construed in accordance with the laws of the State of Georgia.

This letter of credit shall not be assigned to others without the prior, express written consent of Cherokee County, Georgia.

Should you have occasion to communicate with us regarding this credit, kindly direct your communication to the attention of _____, making specific reference to our letter of credit number above.

This letter of credit is subject to and governed by the "Uniform Customs and Practice for Documentary Credits" (1993 Revision), International Chamber of Commerce (Publication No. 500) and to the Uniform Commercial Code (§§ 11-5-101 *et seq.* of the Official Code of Georgia) and the other laws of the State of Georgia.

Bank: _____

By: _____

Its: _____

Print Name Signed Above

SEAL
(OR ATTACH CERTIFIED EXTRACT OF AUTHORITY)

ANNEX A
NOTICE OF TERMINATION

[NAME, ADDRESS]

Regarding _____ Standby Letter of Credit No: _____ (the "Credit"),

The undersigned, the duly authorized representatives of Cherokee County Georgia (the "Beneficiary") certify that the Beneficiary has determined that the Credit shall be terminated in its entirety as evidenced by its execution of this Certificate

As a result, effective as of the date of this Certificate the Maximum Stated Amount shall be permanently reduced to US \$0.00 and action shall be taken to immediately so permanently terminate the Credit.

We confirm that the termination of the Credit is as a result of: 1) the Developer's completion of: (a) the applicable bond punch list so that all items of Infrastructure are complete and can be released; and b) the County's issuance to Developer of a release letter regarding this bond; or 2) 18 months have passed after the date of recording of the Final Plat; all streets, rights-of-way, water lines, sewer lines, sidewalks, and drainage facilities ("Infrastructure") shown on said Final Plat are in accordance with the Development Agreement and with all applicable federal and state laws and with all applicable Cherokee County regulations, including but not limited to the Code of Ordinances, Cherokee County, Georgia and the Cherokee County Development Regulations in force as of the date of this credit and on file with and available from the Cherokee County Department of Engineering.

Enclosed herewith is the original of the Credit.

Unless otherwise provided herein, capitalized terms which are used and not defined herein shall have the meaning given each such term in the Credit.

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the Beneficiary by its duly authorized representatives as of this [] day of []
1.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

post 1 Hang Jekuh
"A"

Cherokee County, Georgia Agenda Request

Agenda No.

post 1 "A"

SUBJECT: Indian Trace Drive
Acceptance for County Maintenance
0.52 Miles

MEETING DATE: May 1, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider acceptance of Indian Trace Drive for County Maintenance; 0.52 miles.

FACTS AND ISSUES:

The residents of Indian Trace Drive have requested that Cherokee County accept their roadway for County maintenance.

All thirty two (32) property owners along Indian Trace Drive have dedicated right-of-way to Cherokee County.

This request is to accept 0.52 miles of Indian Trace Drive, beginning at Holbrook Campground Road, for County maintenance.

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

Acceptance of Indian Trace Drive for County Maintenance; 0.52 miles.

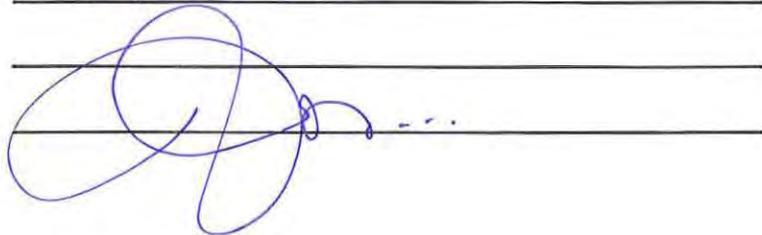
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:



Geoff Morton

From: Cliff Harden
Sent: Tuesday, April 17, 2012 1:57 PM
To: Harry Johnston
Cc: Geoff Morton
Subject: RE: Indian Trace Drive
Attachments: Indian Trace 4-17-12 (1).JPG; Indian Trace 4-17-12 (4).JPG; Indian Trace 4-17-12 (8).JPG; Indian Trace 4-17-12 (15).JPG; Indian Trace 4-17-12 (20).JPG

Commissioner,
I reviewed and believe we can do some minor patching and possibly hold until we can schedule resurfacing routinely. There is a large spot at the entrance that needs immediate attention but most of the remainder can be "potholed" with cold mix.

FYI, there are two large cross drains of steel (typical) that have some normal issues but should not require any major work or replacement in the near future. There is one area of curb failure which we would normally repair as part of resurfacing.

All in all, not a bad candidate other than paving needs. Photos are attached for your convenience.

Cliff

From: Cliff Harden
Sent: Friday, April 13, 2012 2:51 PM
To: Harry Johnston; Geoff Morton
Subject: RE: Indian Trace Drive

I have not personally inspected; let me look next week and get back to you.

From: Harry Johnston
Sent: Friday, April 13, 2012 2:29 PM
To: Cliff Harden; Geoff Morton
Subject: RE: Indian Trace Drive

Will minor patching be adequate for the next 1-4 years so the road can work its way to the top of the list for repaving in a normal manner? Or will it take major work/ repaving immediately to put it in decent shape?

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

From: Cliff Harden
Sent: Friday, April 13, 2012 11:20 AM
To: Geoff Morton; Harry Johnston
Subject: RE: Indian Trace Drive

We can patch potholes and schedule for minor work but any major patching requiring the Paving Crew will need to be done with resurfacing. It is not cost effective to move to move this crew twice.

From: Geoff Morton
Sent: Friday, April 13, 2012 11:02 AM

To: Harry Johnston; Cliff Harden
Subject: RE: Indian Trace Drive

That would be my recommendation. If we accept, let it make its way into the regular resurfacing list and be resurfaced as dictated by the list.

From: Harry Johnston
Sent: Friday, April 13, 2012 10:58 AM
To: Geoff Morton; Cliff Harden
Subject: RE: Indian Trace Drive

Could we start with just patching, and let it wait its turn for resurfacing? Would patching be an effective solution for 1-4 years?

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

From: Geoff Morton
Sent: Friday, April 13, 2012 10:14 AM
To: Harry Johnston
Subject: FW: Indian Trace Drive

FYI

From: Cliff Harden
Sent: Friday, April 13, 2012 9:12 AM
To: Geoff Morton
Cc: Joe James
Subject: RE: Indian Trace Drive

Indian Trace Drive

- From: Holbrook Campground Road
- To: cul de sac
- Length 0.517 mile
- Width 20'
- Condition Poor with potholes
- C/G
- No sidewalk
- Estimated cost to repair/resurface: \$40,000

We have received calls for potholes and patching for years, so no maintenance has been done.

From: Geoff Morton
Sent: Wednesday, April 11, 2012 1:01 PM
To: Cliff Harden
Cc: Harry Johnston
Subject: Indian Trace Drive

Cliff:

We have a request for County maintenance of Indian Trace Drive off of Holbrook Campground Road. All property owners have signed right-of-way deeds.

Before I place this on the BOC agenda under Commissioner Johnston, can you please go out and review and get me details on roadway length, condition, etc.?

I plan to place on the May 1 agenda.

Thanks

Geoff

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

*678-493-6077
gmorton@cherokeega.com*



19685
Birmingham
HWY, LLC

Mansoll,
Suzanne J.

Mansoll,
Suzanne J.

Holbrook
Campground

Castro,
Liberio
Danger,
Baren Henry
Drew Rd
Lai, Yuch
& Hai
Tung



Lumkin, Wil
& Lumpkin,
Bonnie
Lummus, Randy
E. & Lummus,
Sandra M.
Taylor, Richard
H. & Taylor,
Tina M.
Miller, Mark J.
Miller, Mark J.
Hughes, Smitie
D. & Hughes,
Nancy E.
Akers, Oct
R. & Akers,
Linda D.

Miller, Mark J.
Hughes, Smitie
D. & Hughes,
Nancy E.

Akers, Oct
R. & Akers,
Linda D.

Ileuk,
Ruslan

Direcco,
Richard G.

Adams,
Sara A.

Collett,
Ray S. &
Annotto

Lyles,
Cynthia D. &
Jeffrey K.

Pearson, Sandra
F. & Pearson,
Kenneth

Volutini,
Mark S. &
Kimberly A.

Slough,
Salela

Luly, Michael
E. & Luly,
Lisa H.

Slapler, Charles
Edward & Slapler,
Betsy Louise

Indian Trace Dr

The Bank Of
New York Mellon
Trust Company

Baker,
Jennifer
Karen

King,
Robert
C. Jr

Thompson, Tommy
L. & Thompson,
Arlotta

Story, Warren
L. & Story,
Kimberly

Raines, Marine &
Raines, Allen

Nicklos,
Lynda

Shaver, James
T. & Shaver,
Ruth E.

Andersen,
Trevor T.
& Ann K.

Webb, C.
Michael & Webb,
Sandra D.

Wohlford,
Wayne &
Marquella

Ostlica,
Jane H.

Geisel,
George
C., Jr.

Smith,
Stephen F.

Lambert,
Nathaniel G. &
Katrina Lambert

Holbrook,
Billy

Holbrook,
Billy

Holbrook Campground Rd

Holbrook,
Todd H.

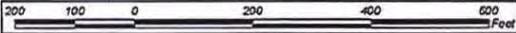
Holbrook, Todd
& Holbrook,
Dorothy

Raymond &
Richard, May

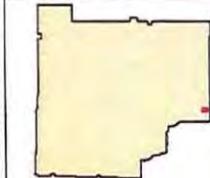
Henning, James
& Henning,
Deborah

Creekstone
Custom
Homes, Inc.

We have deeds recorded for these



Date of Creation
12/13/2011
Produced by:
Cherokee County GIS
1130 Bluffs Parkway
Canton GA 30114
\\Bluffsprf01\GIS\Maps\
Projects\IndianTrace.mxd
Output\IndianTraco.pdf



This Map Has Been Compiled From
The Most Up To Date And Reliable
Sources Available. Cherokee County
Assumes No Responsibility For Errors
Or Omissions Contained Within This Map.
No Warranties or Representations Are
Expressed Or Implied In Fact Or In Law.

Consent

Cherokee County, Georgia
Agenda Request

SUBJECT: Fleet Services MEETING DATE: 5/1/2012

SUBMITTED BY: Michael Dupuis

COMMISSION ACTION REQUESTED:

Consideration to surplus vehicles and equipment from various County departments

FACTS AND ISSUES:

In preparation for the County's surplus equipment auction the attached lists of vehicles and equipment have been identified as no longer meeting the needs of various County departments. The list contains Twelve (12) vehicles, six (6) pieces of equipment, one (1) trash trailer and various outdated auto parts.

All surplused items will either be disposed of or scheduled for the surplus equipment auction.

A surplus equipment auction has been scheduled for Saturday May 12, 2012.

BUDGET:

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

Budget Adjustment Necessary: No County funds required.

ADMINISTRATIVE RECOMMENDATION:

Approval to surplus vehicles and equipment from various County departments

REVIEWED BY:

DEPARTMENT HEAD: Michael E. Dupuis

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

CHEROKEE COUNTY SURPLUS VEHICLE AUCTION

UNIT#	YEAR	MAKE	MODEL	VIN	CONDITION	DEPT
7027119	2002	FORD	RANGER	1FTZR15E2TA51468	RUNS	ENGINEERING
7011185	2000	FORD	F 350	1FDWW36FF9YEB63570	RUNS	ROADS BRIDGES
7011133	1991	INTERNATIONAL	4700 DUMP TR	1HTSCNDM9MH304982	RUNS	ROADS & BRIDGES
2020506	2005	FORD	CROWN VIC	2FAFP71W35X164987	RUNS PARTS CAR	SHERIFF
2020501	2005	FORD	CROWN VIC	2F2FP71W55X164974	RUNS PARTS CAR	SHERIFF
2001-002	2001	FORD	EXPEDITION	1FMRU16WX1LB56488	ENGINE BAD	FIRE
	1993	FORD	RANGER	1FTCR10A0PTA91233	UNKNOWN	CID
	2000	JEEP	CHEROKEE	1J4G248S2YC367945	RUNS	CID
	1996	FORD	E 350	1FDJE30F8THA43580	DID RUN LAST YEAR	C MANS
2611658		SNAPPER	WALK BEHIND	48" MOWER PMHA7364		PARKS & REC
2611659		BILLY GOAT	ROUGH CUT	48" MOWER 41096027		PARKS & REC
2611660		MASSY FERGUSON	TRACTOR	MODEL 230 VIN 9321		PARKS & REC
2611689		DRIVABLE PACKER				PARKS & REC
2611690		TORO Z MASTER	ZERO TURN	72 " MOWER		PARKS & REC
2611703	1997	FORD	F350	1FDLF47F6VEB17388	RUNS	PARKS & REC
2611678		TRASH TRAILER		T715219		PARKS & REC
2622603	1999	FORD	TAURUS WAGON	1FAFP58S5XA132092	RUNS	PARKS & REC
2622614	1999	FORD	EXPEDITION	1FMRU1768XLA31867	RUNS	PARKS & REC
7011132		FINN T90/120	HYDRO SEEDER	RUA2396		ROADS & BRIDGES

Cherokee County, Georgia Agenda Request

Agenda No.

SUBJECT: Final Acceptance
Northbrook Manor Subdivision

MEETING DATE: May 1, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Northbrook Manor subdivision.

FACTS AND ISSUES:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the Northbrook Manor subdivision. Based upon their recommendation this project meets the development standards of Cherokee County and it is recommended that all public rights-of-way, roadways and appurtenant drainage structures be accepted for County maintenance.

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Northbrook Manor subdivision.

REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

April 13, 2012

Mr. L. B. Ahrens, Jr., Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

**Re: Final Acceptance – Northbrooke Manor Subdivision
Including all or part of: Manor Lane**

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights-of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenny Phelps".

Kenny Phelps
Development Inspection Manager

A handwritten signature in black ink, appearing to read "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.
County Engineer

GEM/ams



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within Northbrooke Manor, a Conservation Subdivision for County Maintenance.

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

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that Manor Lane (1,596 L.F) having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of Northbrooke Manor, a Conservation Subdivision and located in Land Lot 573 & 580 of the 2nd District, 2nd Section of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2012

L.B. Ahrens, Jr., Chairman

Attest:

Sheila Corbin, County Clerk

Cherokee County, Georgia Agenda Request

Agenda No.

1.3

SUBJECT: Final Acceptance
Northbrook Manor Subdivision

MEETING DATE: May 1, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Northbrook Manor subdivision.

FACTS AND ISSUES:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the Northbrook Manor subdivision. Based upon their recommendation this project meets the development standards of Cherokee County and it is recommended that all public rights-of-way, roadways and appurtenant drainage structures be accepted for County maintenance.

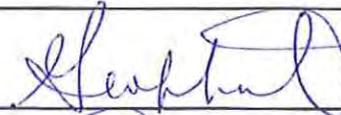
BUDGET:

ADMINISTRATIVE RECOMMENDATION:

Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Northbrook Manor subdivision.

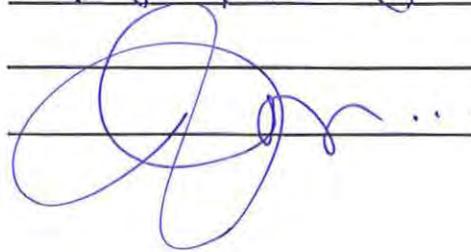
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:





Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

April 13, 2012

Mr. L. B. Ahrens, Jr., Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

**Re: Final Acceptance – Northbrooke Manor Subdivision
Including all or part of: Manor Lane**

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights-of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenny Phelps".

Kenny Phelps
Development Inspection Manager

A handwritten signature in black ink, appearing to read "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.
County Engineer

GEM/ams



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within Northbrooke Manor, a Conservation Subdivision for County Maintenance.

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

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that Manor Lane (1,596 L.F) having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of Northbrooke Manor, a Conservation Subdivision and located in Land Lot 573 & 580 of the 2nd District, 2nd Section of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2012

L.B. Ahrens, Jr., Chairman

Attest:

Sheila Corbin, County Clerk

Cherokee County, Georgia Agenda Request

SUBJECT:

MEETING DATE:

SUBMITTED BY: Janet Munda

COMMISSION ACTION REQUESTED Consideration to surplus outdated and nonfunctioning computer equipment and dispose of it at the Electronic Recycling Day on May 5, 2012.

FACTS AND ISSUES: The list of computer equipment attached has been reviewed by the Elections office IT staff person and is considered to be outdated or not functioning properly.

BUDGET: N/A

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

Account Name:
Account #:

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

Contract Approval Required: Yes No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION: To surplus of equipment

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: Janet Munda _____

COUNTY MANAGER _____

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

Surplus Property Disposition

Date: 4.25. 20 12

FORM SPB001

Transferred From:	Transferred to:
-------------------	-----------------

Action Requested: Transfer Surplus Destruction
 Trade-In

Line	Qty	Description (Model, Serial#, Etc.)	Condition G-Good F-Fair P-Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	OPTIPLEX GX60 3QGFJ31	P			
2	1	DIMENSION 3000 CIMJW61	P			
3	1	DIMENSION 3000 SIMJW61	P			
4	1	DIMENSION 5150 3GFBZ91	P			
5	1	INSPIRON 1525	P			
6	2	MONITOR E173FP	P			
7	6	MICE PS2 CONNECTOR	P			
8	8	Key BOARDS PS2 CONNECTOR	P			
9						
10						
11						
12						

Purchasing Representative Signature: <i>[Signature]</i>	Dept. Property coordinator Signature: <i>[Signature]</i>	Received By: Signature:
Title: <u>PROCUREMENT DIRECTOR</u>	Title: <u>Elections Director</u>	Title:
Date: <u>APRIL 25, 2012</u>	Date: <u>4.25.2012</u>	Date:

[Handwritten mark]

From: [Jerry Cooper](#)
To: [Christy Black](#)
Subject: FW: Georgia Bar Foundation grant application for Drug Accountability Court
Date: Tuesday, May 01, 2012 1:31:46 PM

From: Judge McElyea [mailto:EMcElyea@BRJC.net]
Sent: Tuesday, May 01, 2012 10:56 AM
To: Jerry Cooper
Cc: Garry Moss
Subject: Georgia Bar Foundation grant application for Drug Accountability Court

Dear Jerry:

The Georgia Bar Foundation is accepting applications for a grant it awards for "improvement of the judicial system" and "representation of low income individuals." On behalf of our Drug Accountability Court, I want to submit an application for funds to cover the indigent defense attorney for participants in the Drug Accountability Court.

The amount being requested is approximately \$15,000. It is a one-year grant. There is no county match or commitment required.

You and the BOC have seen the budget before. The application being submitted is the same as the one already approved by the BOC in February, for the Bureau of Justice Administration grant.

I've become aware that county policy requires the BOC to approve any grant application, even those with no match requested. Sorry to run afoul of this, but the grant application is due by 5:00 p.m. today. Please let me know if you see any problem with submitting the application today.

Thanks. Ellen

Judge Ellen McElyea
Superior Court of Cherokee County
90 North St, Suite 240
Canton GA 30114

Cherokee County, Georgia Agenda Request

Agenda No.

2.1

SUBJECT: Acceptance of Bid
Sale of Surplus Property
Belmont Trace Subdivision

MEETING DATE: May 1, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider acceptance of a bid from Ridgeline Homes, LLC for the sale of surplus property (two (2) parcels – Lot 102 and Lot 118) in the Belmont Trace subdivision in the amount of \$15,000.00.

FACTS AND ISSUES:

In 2010, Cherokee County was informed by the FDIC that the bank holding the letters of credit for completion of asphalt paving in the Belmont Trace subdivision had been dissolved. Therefore, a hold on building permits was placed on the remaining six (6) undeveloped lots. Two of the lots were still owned by the original developer and the remaining lots were sold to another bank by the FDIC.

After several months of negotiation with the original developer, he agreed to deed his two (2) lots to Cherokee County to help settle the County's claim against the outstanding bonds for this subdivision.

Proceeds from the sale of these lots will be used to complete the asphalt surface course in this development.

These lots were originally advertised for bid in December and early January, with a minimum bid, and there were no interested bidders.

The lots were then re-advertised for bid this past month with no minimum bid and two interested bidders responded. However, one of the bidders requested withdrawal of his bid once he found out that he was the high bidder on only one of the lots – he wanted both.

The remaining bidder also wants both lots. We recommend sale to that bidder, Ridgeline Homes, LLC.

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

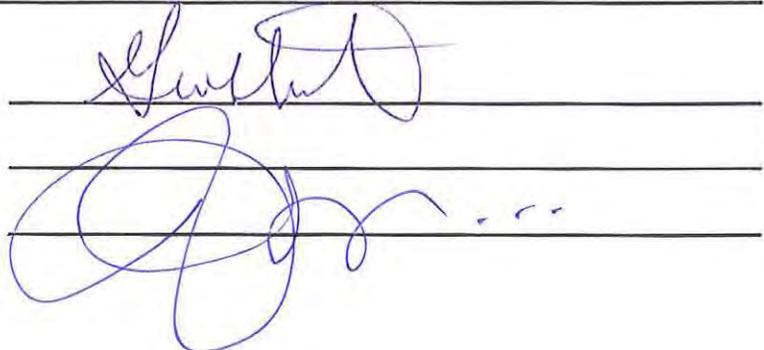
Acceptance of a bid from Ridgeline Homes, LLC for the sale of surplus property (two (2) parcels – Lot 102 and Lot 118) in the Belmont Trace subdivision in the amount of \$15,000.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



CHEROKEE COUNTY BOARD OF COMMISSIONERS

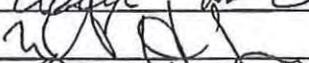
RFB 2012-17 SURPLUS PROPERTY AT BELMONT TRACE

Bid Opening Date/Time: TUESDAY, APRIL 24, 2012 @ 10:00AM

Total Number of Bidders: 2

BIDDER	BID VALUE	NON-COLLUSION AFFIDAVIT
PidgeLine Homes LLC		
Lot 102	\$9,000	
Lot 118	\$6,000	
Atlanta Design + Remodeling LLC		
Lot 102	\$9,500	
Lot 118	\$3,800	

Bid Opening Attendees:



RIDGE LINE HOMES LLC BID

BELLMONT TRACE

LOT 102 9,000

LOT 118 \$6,000

Mike Jorge
678-725-1300-

ATLANTA

DESIGN & REMODELING

BID

Lot 102 \$9,500.00

Lot 118 \$3,800.00

Bonnie Thompson
Bonnie Thompson

770-529-6586



BID Withdraw

On the following Lots

Lot 102

Lot 118

A handwritten signature in cursive script that reads "Bonnie Thompson".

Bonnie Thompson

Handwritten initials, possibly "BJT", in a cursive script.

CHEROKEE TRIBUNE

521 East Main Street • Canton, Georgia 30114

PUBLISHER'S AFFIDAVIT

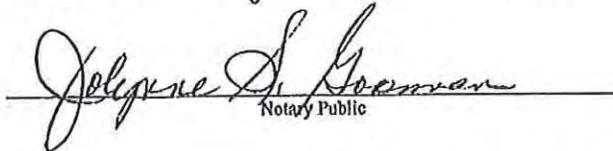
STATE OF GEORGIA – County of Cherokee

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 6th, 13th, 20th day(s) of April 2012, and on the _____ day(s) of _____ 20____, as provided by law.



Subscribed and sworn to before me this

20th day of April, 2012


Notary Public



My commission expires Sept. 15, 2014

B-1267
NOTICE OF SALE OF
SURPLUS PROPERTIES
Bid No. 2012-17

The Cherokee County Board of Commissioners has authorized the sale of surplus properties located in Land Lot 755 of the 21st District, 2nd Section of Cherokee County, Georgia, being Lots 102 and 118 of the Final Plat of Belmont Tract Unit II as per plats recorded in Plat Book 96, pages 156 and 157 of Cherokee County, Georgia records. A sketch depicting the properties is available for inspection at the Cherokee County Engineering Department, 1130 Bufls Parkway, Canton, Georgia 30114. Telephone: (678) 493-6077.

Sealed bids will be received by the Cherokee County Board of Commissioners in the Office of Purchasing, 1130 Bufls Parkway, Canton, Georgia 30114, until 9:50 a.m. local time Tuesday, April 24, 2012. At 10:00 a.m. local time on the above date, the bids will be publicly opened and read aloud. The County shall have the right to reject any or all of the bids. Closing shall occur within 30 days of the County's selection of the highest sealed bid. Funds must be paid to Cherokee County at closing in cash or by cashier's check, and the property shall be transferred by quitclaim deed. Purchaser shall be responsible for all costs associated with the transaction.

Any inquiries concerning this bid should be made in writing to Geoffrey E. Morton, P.E., County Engineer, Cherokee County Engineering Department, 1130 Bufls Parkway, Canton, Georgia 30114.

Geoffrey E. Morton, P.E.
County Engineer
April 3, 2012
4:8,13,20

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

WHEN RECORDED RETURN TO:

Mr. Geoffrey Morton, Director
Cherokee County Engineering
1130 Bluffs Parkway
Canton, Georgia 30114

STATE OF GEORGIA

COUNTY OF CHEROKEE

QUITCLAIM DEED

THIS INDENTURE, dated and effective as of the ____ day of _____, 20__, between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, as party of the first part (hereinafter referred to as "Grantor"), and **RIDGELINE HOMES, LLC**, as party of the second part (hereinafter referred to as "Grantee")(the words "Grantor" and "Grantee" to include the respective heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits);

WITNESSETH:

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

All that tract or parcel of land lying and being in Land Lot 755 of the 21st District and 2nd Section of Cherokee County Georgia being Lot 102 of the Final Plat of Belmont Trace Unit II as per plat recorded in Plat Book 96, pages 156 and 157 of Cherokee County, Georgia records, said plat being incorporated herein by this reference and attached hereto and incorporated herein as **Exhibit "A"**.

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

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

GRANTOR:

CHEROKEE COUNTY

By: _____
Chairman,
Board of Commissioners of Cherokee County

Attest: _____
Clerk

Signed, sealed and delivered
in the presence of:

[COUNTY SEAL]

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

EXHIBIT "A"
[ATTACHED]

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

WHEN RECORDED RETURN TO:

Mr. Geoffrey Morton, Director
Cherokee County Engineering
1130 Bluffs Parkway
Canton, Georgia 30114

STATE OF GEORGIA

COUNTY OF CHEROKEE

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All that tract or parcel of land lying and being in Land Lot 755 of the 21st District and 2nd Section of Cherokee County Georgia being Lot 118 of the Final Plat of Belmont Trace Unit II as per plat recorded in Plat Book 96, pages 156 and 157 of Cherokee County, Georgia records, said plat being incorporated herein by this reference and attached hereto and incorporated herein as **Exhibit "A"**.

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

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

GRANTOR:

CHEROKEE COUNTY

By: _____
Chairman,
Board of Commissioners of Cherokee County

Attest: _____
Clerk

Signed, sealed and delivered
in the presence of:

[COUNTY SEAL]

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

EXHIBIT "A"
[ATTACHED]

Belmont Trace Unit II

1) The applicant hereby certifies that the information and data furnished herein are true and correct to the best of his knowledge and belief, and that he is not aware of any facts which would render the same misleading or incomplete.

2) The applicant hereby certifies that the information and data furnished herein are true and correct to the best of his knowledge and belief, and that he is not aware of any facts which would render the same misleading or incomplete.

3) The applicant hereby certifies that the information and data furnished herein are true and correct to the best of his knowledge and belief, and that he is not aware of any facts which would render the same misleading or incomplete.

4) The applicant hereby certifies that the information and data furnished herein are true and correct to the best of his knowledge and belief, and that he is not aware of any facts which would render the same misleading or incomplete.

5) The applicant hereby certifies that the information and data furnished herein are true and correct to the best of his knowledge and belief, and that he is not aware of any facts which would render the same misleading or incomplete.

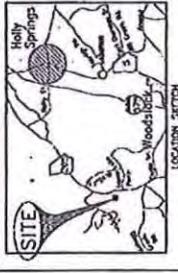
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7) The applicant hereby certifies that the information and data furnished herein are true and correct to the best of his knowledge and belief, and that he is not aware of any facts which would render the same misleading or incomplete.

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10) The applicant hereby certifies that the information and data furnished herein are true and correct to the best of his knowledge and belief, and that he is not aware of any facts which would render the same misleading or incomplete.



**FINAL PLAT OF:
 BELMONT TRACE
 UNIT II**

277 WILEY LAND SURVEYING, P.C.
 CANTON, CALIFORNIA 94514
 PHONE (707) 879-0304

--- MESSAGES ---
 SURVEYING AND MAPPING
 SOCIETY OF CALIFORNIA

UTILITY COMPANIES
 WATER: CALIFORNIA WATER SERVICE COMPANY
 GAS: PACIFIC GAS SERVICE COMPANY
 ELECTRIC: PACIFIC POWER AND LIGHT COMPANY

OWNER / DEVELOPER
 A.C.A. PROPERTIES
 7125 S. HAY COUNTY ROAD PARK
 P.O. BOX 1000
 PALMDALE, CALIFORNIA 93550
 PHONE (714) 351-4889

STATEMENT OF WORK
 I, the undersigned, being duly qualified and licensed as a Surveyor General of California, do hereby certify that the foregoing is a true and correct copy of the original plat as shown to me by the applicant, and that the same conforms to the requirements of the laws of the State of California relating to the recording of plats.

CERTIFICATE OF RECORDING
 I, the undersigned, being duly qualified and licensed as a Surveyor General of California, do hereby certify that the foregoing is a true and correct copy of the original plat as shown to me by the applicant, and that the same conforms to the requirements of the laws of the State of California relating to the recording of plats.

GENERAL NOTES:

- 1) The applicant hereby certifies that the information and data furnished herein are true and correct to the best of his knowledge and belief, and that he is not aware of any facts which would render the same misleading or incomplete.
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**Cherokee County, Georgia
Agenda Request**

SUBJECT: City of Canton: Etowah and Killian Parks Improvements

MEETING DATE: May 1, 2012

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

COMMISSION ACTION REQUESTED: Approval of a Change Order to the Professional Services Agreement (PSA) with HDR for additional design & engineering services and compensation for the planned new parks at Etowah and Killian for the City of Canton in the **grand total amount of \$255,000.00**; to be funded from the City of Canton portion of the Park Bond Program.

FACTS AND ISSUES: On February 2, 2012, the Canton City Council held a work session to discuss and review the attached "*Etowah River Park/Killian Site Information*" Study, dated October 19, 2011, prepared by HDR. Robby Bryant of HDR and Bill Echols of Cherokee County presented the information and addressed the many questions and comments of the Council. Also present were Commissioner Harry Johnston and Mr. Jerry Cooper, County Manager.

After much discussion on the subject of reducing the scope of park improvements at the Etowah River Park, and the planned new improvements and number/size of baseball fields for the proposed new park on the county-owned Killian property, immediately adjacent to the County's existing Kenney Askew Park, on Univeter Road, near Chattin Drive, the Canton City Council reached agreement on the reduced scope of park improvements at the Etowah River Park to delete all baseball fields and supporting concrete retaining walls and grading, reduction in parking, and deletion of the concession/toilet building nearest the baseball fields, and reached agreement for the proposed new Killian site for 5 fields: 2 fields at 250 feet and 3 fields at 175 feet, to be supported by a new concession & toilet facility and parking for approximately 240 cars, with an entrance off Univeter Road.

Attached are preliminary colored sketches of the proposed revised Etowah River Park, and the proposed new five fields and park improvements for the Killian property; prepared by HDR.

At its regular meeting of February 16, 2012, the Canton City Council voted unanimously in favor of the above described work at the Etowah River Park and Killian site, and authorized Cherokee County to proceed with project design, with following conditions. Commissioner Johnston and Mr. Echols stated to the Council that the County had no objection and supported the conditions.

1. Construction work at both parks/sites to be designed and bid as a single construction project,
2. All previously identified "Add Alternates" for the Etowah River Park project, and any other or new alternates will also be included in the design for receipt of bid prices for review by the City of Canton for acceptance or rejection, as determined by the project budget for construction,
3. The design and construction work at the two parks/sites will be tracked separately for accounting purposes only, not for separate award of construction work, and
4. The construction work will be competitively bid by Cherokee County, and the bid results presented to the City of Canton for review and approval by the Canton City Council for presentation to the Cherokee County Board of Commissioners for final vote and award of the construction contract, to be managed by the Cherokee County Office of Capital Projects; with regular reports to the City of Canton.

Therefore, in accordance with the direction of the Canton City Council, HDR has prepared and submitted the attached scope and fee proposal, dated April 19, 2012, for adjustments in its Professional Services Agreement for the Etowah River Park, as summarized below:

- Etowah River Park:** Fee Adjustment in the ADD amount of \$119,620.00. Services by HDR would include new design and engineering documents to reflect the reduced/deleted scope of park improvements, a new/updated “no rise” engineering study regarding the floodway/floodplain along the Etowah River, and other supporting miscellaneous professional design and engineering services.
- Killian Site:** Fee Adjustment in the ADD amount of \$135,380.00. Services by HDR would include new design and engineering documents to reflect the scope of new park improvements, and other supporting miscellaneous professional design and engineering services to include a new boundary and topographical survey of the entire Killian property, and geotechnical investigation of soil conditions needed and necessary for civil/grading and foundation designs. The jurisdiction waters study prepared by Wetlands & Eco, dated August 31, 2009, will be used by HDR for the project; providing a savings for the project.
- Grand Total:** **\$255,000.00**

The above scope and fee adjustments relate only to design phase engineering and other support services. HDR’s original fees for bidding and construction phase administration have not been expended, and remain in place. However, because the construction work will now take place at two separate sites, several miles apart, HDR has requested a small adjustment increase to its fee for construction phase administration services.

Capital Projects has reviewed and discussed the attached scope and fee proposal at length with HDR; including a meeting of April 16, 2012, attended by the County Manager. Cherokee County Administration accepts the attached HDR fee proposal of April 23, 2012, and recommends approval by the Cherokee County Board of Commissioners. The total fee increase amount requested by HDR, and recommended for approval by Capital Projects, is approximately \$45,000.00 LESS than the total amount of \$300,000.00 budgeted by HDR in their October 2011 study; and presented to the Canton City Council in February. These saved design phase funds remain within the total Park Bond allocation for the City of Canton for the Etowah and Killian Park developments, and will now be available for the purchase of construction work.

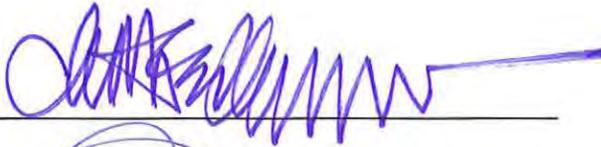
Project Schedule. The currently planned schedule for completion of design services is four months (approximately May, June, July & August 2012), followed by a two month bid/award period (currently estimated to occur in September & October 2012) and a planned 14 month construction schedule (from about late-November 2012 to January/February 2014), to allow a tentative completion date of early 2014.

BUDGET:

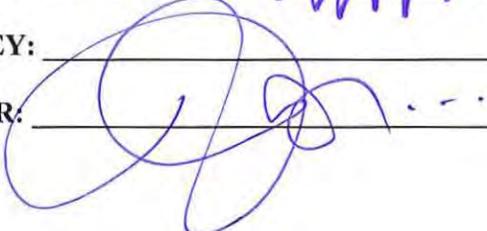
Budgeted Amount:	\$ 6,591,666.67	Account Name: <u>City of Canton Parks</u>
Amount Encumbered:	\$ 6,591,666.67	Account #: PR108
Amount Spent to Date:	\$ 339,543.64	Through February 29, 2012
Amount Requested:	\$ 255,000.00	<u>Contract to Date:</u> \$346,000.00:
		<i>Etowah:</i> \$275,000.00
		<i>Trails to Boling:</i> \$ 71,000.00
		<i>Alternate Site Study:</i> \$8,500.00
Remaining Budget:	\$ 5,940,123.03	Adequate to meet project requirements
Budget Adjustment Necessary:	\$ NONE REQUIRED	

ADMINISTRATIVE RECOMMENDATION: It is recommended and requested that the Board approve a Change Order to the Professional Services Agreement (PSA) with HDR for additional services and compensation, as outlined and allocated/funded above for the City of Canton Etowah River Park and Killian Property site projects, **in the total amount of \$255,000.00.**

REVIEWED BY:

DEPARTMENT HEAD: _____ 

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____ 

April 19, 2012

Etowah River Park Design Modifications and Reduction / Killian Park Professional Scope-of-Services:

I. Introductory Scope Statement and Objective

- The following scope of services is based on HDR's revised plan for Etowah River Park and the new Killian Park master plan (which includes a new baseball complex on Univeter Road). Revisions to the Etowah River Park plan, which removes the baseball fields and other miscellaneous facilities, allow for a significant amount of savings to provide enough funding to construct the proposed master plan elements on the Killian Park Site; and offer potential savings for the selection of add alternates, as determined by the City of Canton, based on base bid prices and prices for the add alternates received at bid time for both the reduced Etowah River Park and new park at Killian. The attached memo (**exhibit a**) dated October 19th, 2010 includes written narratives, conceptual plan drawings and construction estimates related to the following scope of work.

II. Service Activity Definition

Task No. 1 – Etowah River Park Design Modifications and Reduction

- **Objective:** In an effort to reduce the construction costs at Etowah River Park, the following elements will be removed from the construction documents that were permitted by the City of Canton in 2011:
 1. Two (2) 200' baseball fields with hybrid Bermuda grass on 1" of sand
 2. Two (2) 150' baseball fields with hybrid Bermuda grass on 1" of sand
 3. One (1) 120' baseball field with hybrid Bermuda grass on 1" of sand
 4. Baseball field irrigation
 5. Five (5) free-standing scoring stands
 6. Scoreboards for baseball fields
 7. Vinyl coated chain link fence (backstop, dugouts, line fences and outfield fences)
 8. Chain link dugouts with a standing seam metal roof structure
 9. All sports lighting for baseball fields
 10. All retaining walls associated with construction of baseball fields and concession plazas
 11. One (1) 900 sf concession / restroom building with 650 sf overhangs for shaded seating (split-face CMU, wood truss, shingle roof)
 12. Playground B (small playground near 120' baseball field)
 13. Retaining walls at playgrounds A and C
 14. Two (2) basketball courts
 15. Plaza overlook at existing wetland (east side of site)
 16. Boat ramp access drive (all paved vehicular access to the Etowah River has been removed)
 17. Approximately 200 paved parking spaces with security lighting (east side of site)
- **HDR Activity:** HDR will provide construction documents (plans and technical specifications) for the remaining Etowah River Park scope items (**exhibit c**), which shall be divided into the following categories: Base Bid items and Additive Alternates. See list below:
 - **Base Bid items:**
 1. All site preparation associated with reduced scope Etowah River Park plans (base bid and additive alternates); additional land disturbance activity beyond the scope of

the current project is not included in this proposal. Site preparation includes clearing, erosion control, earthwork and stormwater management including hydrology.

2. Ellipse walkway and fields (10' wide, ½ mile long ADA accessible walking path around multi-purpose fields, Common Bermudagrass seed or sod on multi-purpose fields)
 3. 8' wide ADA accessible concrete walking paths connecting ellipse to amphitheater
 4. 6' wide ADA accessible concrete sidewalks from parking area to concession building and drop off plaza between parking lot and proposed 'ellipse'
 5. One (1) 1,100 sf concession / restroom building (split-face CMU, wood truss, shingle roof)
 6. A concrete paved plaza with brick paver accents around the concession building
 7. All storm drainage with outlet to Etowah River - includes water quality structure
 8. All necessary water and sewer connections to new concession building
 9. Asphalt entry road with drop-off plaza
 10. Gravel maintenance drive to GA Power easement
 11. Approximately 200 paved parking spaces with security lighting
 12. Benches and trash receptacles in paved plaza
 13. Minimal landscaping to include trees along the roads, parking and sidewalks.
- o **Additive Alternates:**
1. Amphitheater stage and pavilion
 2. Large playground and associated retaining walls
 3. Ellipse improvements (irrigation system at ellipse fields, 4 shade pavilions, overlook, sports field lighting at ellipse, pedestrian lighting around ellipse walkway)
 4. Bridge over the Etowah River (including abutments and timber approach boardwalks)
 5. Miscellaneous landscaping
 6. Canton Trail (connecting Heritage Park to Boling Park)

Task No. 2 – Killian Park Design – New Park

- **Objective:** In an effort to provide larger, less expensive baseball fields within close proximity to the City of Canton, an alternate site was chosen as the location for the new baseball complex. The 'Killian Site' is located adjacent to Kenny Askew Park on Univeter Road. This property is currently owned by Cherokee County and was once the site of a single family residence.
- **HDR Activity:** HDR will provide construction documents for Killian Park scope items including:
 1. All site preparation (clearing, erosion control, earthwork and hydrology) associated with the items shown in the Killian Master Plan drawing dated February 2012 (**exhibit b**) – the entire 45-acre site will not be disturbed during this project phase.
 2. Two (2) 250' baseball fields with hybrid Bermuda grass sod on 1" of sand
 3. Three (3) 175' baseball fields with hybrid Bermuda grass sod on 1" of sand
 4. Irrigation system for each baseball field
 5. Two (2) batting cages
 6. Vinyl coated chain link fence (backstop, dugouts, line fences and outfield fences)
 7. Chain link dugouts with a standing seam metal roof structure at each field
 8. Tournament-level sports field lighting for each field
 9. One (1) scoreboard at each baseball field
 10. One (1) free-standing scoring stand at each baseball field
 11. One (1) 1,200 sf concession / restroom building (split-face CMU, wood truss, shingle roof)

12. All storm drainage with detention pond
13. All necessary water and sewer connections to new building
14. Asphalt entry road from Univeter to parking lot with drop-off plaza
15. Right turn / deceleration lane from Univeter to entry road
16. Approximately 240 paved parking spaces with security lighting
17. ADA accessible sidewalk connections from parking area to main plaza
18. Concrete paved plaza around the concession building
19. Bleachers, benches and trash receptacles in paved plaza
20. Minimal landscaping to include trees along the entry road, parking lot and sidewalks.
21. Connection sidewalk to Kenny Askew Park

Deliverables:

1. Construction plans and written specifications for Reduced Scope Etowah River Park
 - a. Includes development of a hydro-study and a base flood elevation analysis for the updated park design
 - b. Includes a Letter of No Rise
 - c. Includes water and sewer connections (Canton shall identify closest sewer connection point)
 - d. Power connection and distribution for all proposed facilities including parking lot and multi-purpose field lighting
2. Construction plans and written specifications for Killian Park
 - a. Approximately 55 acre topographic survey including full site boundary of the proposed Killian site. The 55 acres includes survey information for Univeter Road along the north edge of the proposed park site to allow for design of the park entry road.
 - b. Geotechnical investigation services will be provided - standard penetration test borings will be drilled to obtain soils information necessary for grading of the site, design of pavements and building foundation.
 - c. Includes water and sewer connections (Canton shall identify closest sewer connection point)
 - d. Power connection and distribution for all proposed facilities including parking lot and baseball field lighting
3. Local and state permitting services
 - a. Printing of 12 sets of permit drawings
4. Opinions of estimated construction costs will be provided at the 50% and 100% design completion level.
5. Bidding services
 - a. Attendance at prebid meeting
 - b. Issuance of addenda
6. Construction phase services
 - a. Bi-weekly site visits during 14 month construction phase
 - b. Issuance of meeting minutes for each construction site visit
 - c. Respond to contractor RFI's
 - d. Submittal reviews based on (2) two review rounds for each submittal.
 - e. Payment application reviews
 - f. Contractor change order proposal request review
 - g. Punchlist meeting including meeting minutes

Key Understandings:

1. The Canton Trail drawings will be included in the bidding package but will not be updated or modified in any way.

2. Canton Trail, Etowah River Park Reduced Scope and Killian Park construction documents will be permitted, advertised for bid and constructed as one project.
3. Cherokee County will award the construction contract for Etowah River Park, Canton Trails and Killian Park to one successful bidder.
4. HDR will coordinate the necessary 'add alternates' for Etowah River Park with Cherokee County and the City of Canton.
5. Per the original contract, the Etowah Habitat Conservation Plan has not been officially adopted by Canton or Cherokee County. Therefore, HDR intends to proceed under the Georgia Stormwater Manual as the primary guidance document. HDR is available to implement the Etowah HCP where appropriate and agreed upon by Cherokee County.
6. Per the original contract, the design scope includes a Letter of No Rise; however, if a FEMA Map Revision is required, HDR is available to provide a CLOMR/LOMR as an additional service with prior approval from the Cherokee County.
7. In order to retain the current No Rise conditions and to minimize redesign costs of the Etowah River Park design, HDR assumes all existing facilities that are to remain in the construction documents (with exception of the concession building location) shall maintain the current design characteristics (horizontal layout, detailing and vertical alignment) as they exist on the Etowah River Park construction plans that were permitted in 2011.
8. In an effort to reduce design costs, no additional stream buffer / zoning variances will be provided for the Etowah River Park redesign project. HDR will use existing approved stream buffer / zoning variance.
9. HDR will provide two (2) order of magnitude opinions of construction cost – one at 50% design completion and one at 100% design completion. The cost estimates will include a breakdown of base bid items and individual prices for each 'add alternate'.
10. The Killian Park entry road will include a profile design for approximately 100' from the Univeter entrance or as needed to develop proper sight lines.
11. Traffic signal design is not included.
12. A formal traffic study is not included.
13. HDR has reviewed the Permitting Strategy Report for the Killian Site prepared by Wetlands and Ecological Consultants dated August 10, 2009 and has determined that all proposed land disturbance mentioned above will avoid conflict with existing jurisdictional waters. Therefore, additional environmental services are not included in this scope of work.
14. The canoe launch ramp, access road and boat trailer parking design / permitting is not included in HDR's scope of services. HDR will provide Canton with design of a pedestrian walkway / access drive to proposed canoe launch but this work will not be included or bid with the Etowah River Park construction documents.

Meetings/travel: HDR anticipates the following meetings with Cherokee County and the City of Canton (HDR travel time included):

1. Kick-off meeting with Cherokee County and City of Canton (HDR PM, Civil, Architecture)
2. Review meeting #1, 30% design with Cherokee County (HDR PM, Architecture) Review meeting #1, 30% design with City of Canton (HDR PM)
3. Review meeting #2, 50% design with Cherokee County (HDR PM, Architecture)
4. Review meeting #2, 50% design with City of Canton (HDR PM)
5. Review meeting #3, 90% design review with Cherokee County (HDR PM, Civil, Architecture)
6. Review meeting #3, 90% design review with City of Canton (HDR PM)
7. Weekly email / telephone coordination with Cherokee County during design phase (assume 3 hrs / week)

- 8. (2) Canton City Council presentations (HDR PM)
- 9. (1) Cherokee County Commission presentation (HDR PM)

III. Project Contact Information

- HDR: Robert Bryant, Project Manager, 404.601.8657, wbryant@hdrinc.com
- Cherokee County: Bill Echols, Capital Projects Manager, 770.721.7818, bechols@cherokeega.com

IV. Schedule

- HDR will complete the design phase (preparation of construction documents) for Etowah River Park and Killian Park within **4 months** following written acceptance of this agreement and an executed change order from Cherokee County (local and state permitting is included in this timeframe)
- Bidding services shall be provided immediately following the completion of the design phase and are anticipated to take no longer than **2 months**
- Construction Phase Services shall commence within 2 months following bidding services and is anticipated to be a maximum of **14 months** for work at both parks
- NOTE: HDR will schedule preliminary dates for all milestones during the kick-off meeting. Any project delays beyond HDR's control may result in schedule changes and may require additional fee negotiations.

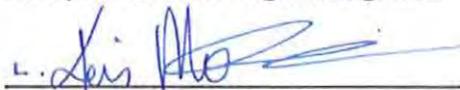
V. Fee

- HDR's lump-sum fee for the above services is as follows:
 - **Etowah River Park Scope Reduction Plans** - \$119,620 (one hundred nineteen thousand six hundred twenty dollars)
 - **Etowah River Park Construction Phase Services** – Included in unbilled money from previous contract
 - **Killian Park Design Services including: survey, geotech, meetings, design, permitting and construction services** – \$135,380 (one hundred thirty five thousand three hundred eighty dollars)
 - **Bidding Services** – Included in unbilled money from previous contract
 - **GRAND TOTAL** = \$255,000 (two hundred fifty five thousand dollars) - this fee includes all labor, overhead, profit and expenses. Any additional work requested beyond the scope of work defined above may be accomplished as an extra service, with your prior approval, and will be billed on an hourly basis.

VI. Terms and Conditions

This additional work shall be performed in accordance with the terms and conditions of the 59-Acre Park Professional Services Agreement dated March 16, 2010 between Cherokee County and HDR Engineering, Inc.

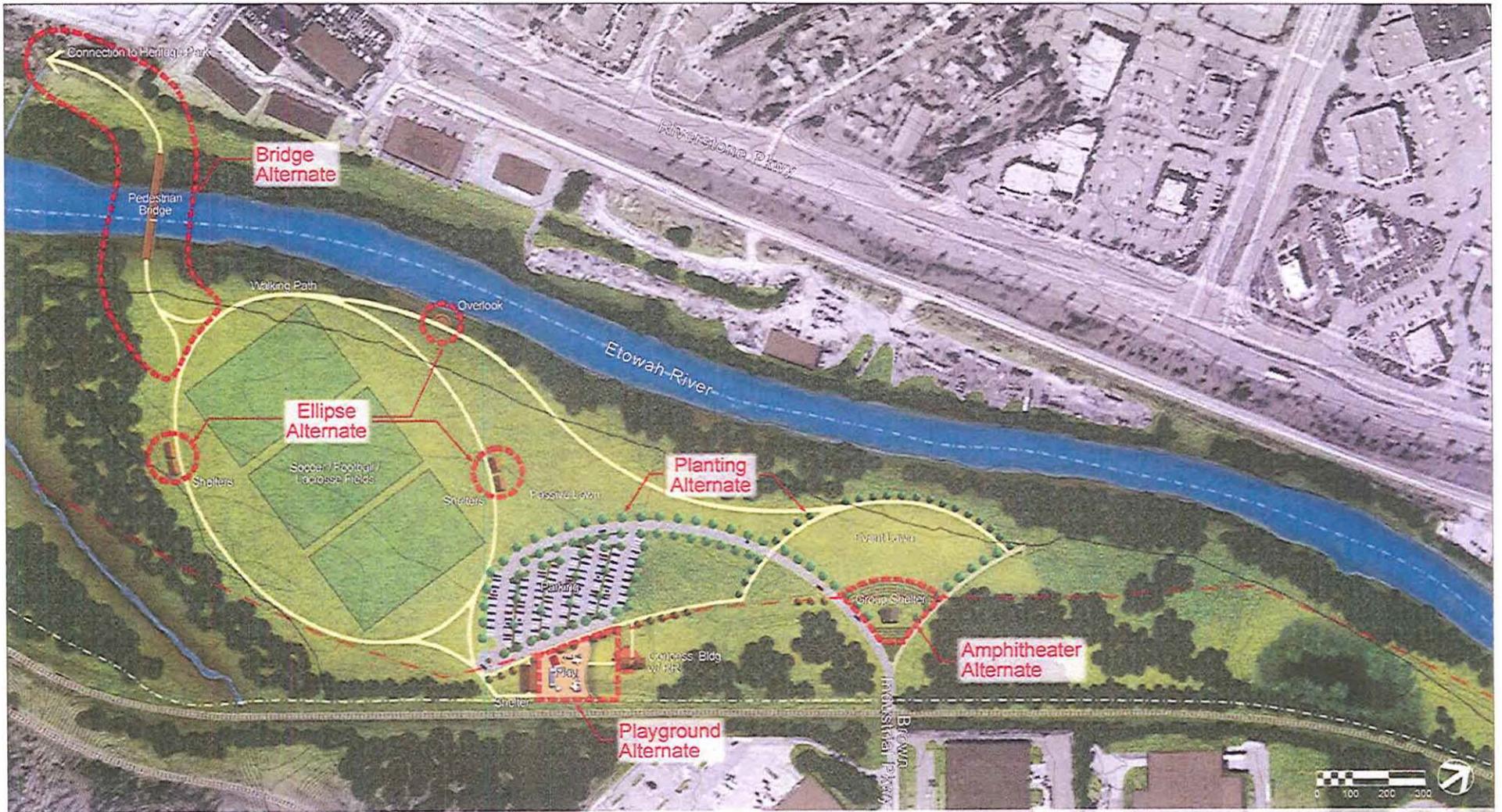
Accepted for HDR Engineering, Inc.:


 L. Kevin Mosteller, PE
 Senior Vice President

Accepted for the Cherokee County:

 Signature Date

 Printed Name / Title:



Etowah River Park

REDUCED SCOPE
 OCTOBER 19, 2011 HDR

Killian Master Plan

FEBRUARY 2012

FDR





ONE COMPANY | *Many Solutions*[®]

Bill Echols, AIA
Director of Capital Projects
Cherokee County
1130 Bluffs Parkway
Canton, GA 30114

October 19, 2011

Re: Etowah River Park / Killian Site Information

Mr. Echols:

HDR has developed a revised plan for Etowah River Park and a masterplan for a new baseball complex at the Killian Property on Univeter Road. The revisions to the Etowah River Park plan, which remove the baseball fields and other miscellaneous facilities, allow for a significant amount of savings and should provide enough funding to construct the proposed masterplan elements on the Killian Site.

The following report includes supporting information that shows plan layouts, construction estimates, written narratives and an implementation strategy to accomplish the proposed work within the available budget.

Below is a list of the elements included in this package:

1. **Summary Spreadsheet** (shows an overview of the projected costs for each element described)
2. **Written Summary of Etowah River Park – Reduced Scope Program Elements**
3. **Written Summary of Etowah River Park – Reduced Scope Alternates**
4. **Plan Graphic of Etowah River Park – Reduced Scope Program with Alternates**
5. **Summary Estimate for Etowah River Park – Reduced Scope Base Bid Program Elements**
6. **Detailed Estimate for Etowah River Park – Reduced Scope Alternates**
7. **Detailed Estimate for Etowah River Park – Reduced Scope Base Bid Program Elements**
8. **Written Summary of Killian Baseball Complex Program Elements**
9. **Plan Graphic of Killian Baseball Complex Program Elements**
10. **Summary Estimate for Killian Baseball Complex Program Elements**
11. **Detailed Estimate for Killian Baseball Complex Program Elements**

Please review the attached information and let me know if you have any questions. I'm available to meet with you and/or representatives from Cherokee and Canton to review this information package.

Sincerely,

Robert Bryant, RLA, AICP, LEED^{ap} bd+c
Section Manager | planning and landscape architecture

HDR Engineering, Inc.

1201 Peachtree St., NE
400 Colony Square, Suite 600
Atlanta, GA 30361-6316

PH: 404-815-1212
FX: 404-815-3107
www.hdrinc.com

CANTON / CHEROKEE COUNTY PARK PROJECT

October 19, 2011

ETOWAH RIVER PARK (ERP), TRAIL TO BOLING PARK & PROPOSED NEW KILLIAN PARK

UPDATE REGARDING REVISED PROJECT SCOPES & COST ESTIMATES AND PARK BOND FUNDING

BEGINNING CITY OF CANTON ALLOCATION: \$		7,000,000	PARK BOND PROGRAM		
COUNTY PARK BOND PROGRAM ADMINISTRATION COSTS			\$	97,222	
BOND ISSUANCE COSTS BY CHEROKEE COUNTY			\$	77,778	
CHEROKEE COUNTY PARK BOND PROGRAM CONTINGENCY			\$	233,333	
TOTAL BOND FEES AND PROGRAM CONTINGENCY		\$	408,333		
BEGINNING CITY OF CANTON PARK BUDGET FUNDING: \$		6,591,667	COMMENTS		
AE DESIGN COSTS: HDR					
ETOWAH PARK			\$	275,000	
TRAIL TO BOLING PARK			\$	71,000	
ETOWAH PARK REVISIONS: REDUCED SCOPE DESIGN SERVICES			\$	-	SEE ATTACHED: INCLUDED IN DETAILED COST ESTIMATE
KILLIAN PARK: NEW PARK DESIGN SERVICES; INCLUDING SURVEY, GEOTECH AND CONST. ADMIN.			\$	-	SEE ATTACHED: INCLUDED IN DETAILED COST ESTIMATE
TOTAL AE DESIGN FEES		\$	346,000		
SUB TOTAL AVAILABLE FUNDING		\$	6,245,667		
PROJECT CONTINGENCY RESERVE BY CITY (recommendation only)			\$	312,283	5.0% RECOMMENDED CONTINGENCY
RAIL ROAD CROSSING AT ERP ENTRANCE (work done by GNRR; estimate only at this time)			\$	50,000	GRADE CROSSING PROTECTION & SIGNAGE AND ROAD CROSSING: BUDGET ONLY
TOTAL CONTINGENCY AND RR FEES		\$	362,283		
		\$	5,883,383	AVAILABLE CANTON PARK BUDGET FUNDING FOR CONSTRUCTION:	
AVAILABLE CANTON PARK BUDGET FUNDING FOR CONSTRUCTION: \$		5,883,383	\$	1,116,617	TOTAL ABOVE LISTED PROJECT SOFT NON-CONSTRUCTION COSTS
REVISED ETOWAH RIVER PARK - REDUCED SCOPE BASE BID: \$		2,142,326	SEE ATTACHED PROJECT DESCRIPTION, COLOR CONCEPT SITE PLAN AND DETAILED COST ESTIMATE ON FOLLOWING SHEETS		
NEW KILLIAN BASEBALL COMPLEX: \$		2,739,145	SEE ATTACHED PROJECT DESCRIPTION, COLOR CONCEPT SITE PLAN AND DETAILED COST ESTIMATE ON FOLLOWING SHEETS		
TOTAL BASE BID (ERP - REVISED/REDUCED BASE BID + NEW KILLIAN BASEBALL COMPLEX): \$		4,881,471	TOTAL BASE BID (ERP - REVISED/REDUCED BASE BID + NEW KILLIAN BASEBALL COMPLEX):		
AVAILABLE BUDGET FOR PURCHASE OF ALTERNATES: \$		1,001,912	AVAILABLE BUDGET FOR PURCHASE OF ALTERNATES:		
SUGGESTED ADD ALTERNATES (in no particular order)		ADD ALTERNATES COST ESTIMATES			
ADD ALTERNATE NUMBER	AVAILABLE BUDGET FOR PURCHASE OF ALTERNATES: \$	1,001,912	THIS AMOUNT DOES NOT ALLOW ALL ALTERNATES TO BE PURCHASED; CITY MUST SET PRIORITY.		
1	ERP - BRIDGE OVER THE ETOWAH (including abutments and boardwalks)	\$	689,300		
2	ERP - AMPHITHEATER WITH STAGE	\$	274,125		
3	ERP - PLAYGROUND / PLANTERS	\$	279,225		
4	ERP - ELLIPSE LIGHTING, IRRIGATION AND SHELTERS / RIVER OVERLOOK	\$	387,500		
5	ERP - TREE / SHRUB PLANTING	\$	75,000		
6	TRAILS TO BOLING PARK (includes \$100,000.00 for Easement & ROW purchases by City)	\$	554,700		
TOTAL	GRAND TOTAL ALL ADD ALTERNATES	\$	2,259,850	GRAND TOTAL ALL ADD ALTERNATES	
ESTIMATED TOTAL PROJECT CONSTRUCTION COSTS WITH ALL ADD ALTERNATES: \$		7,141,321	\$	2,259,850	GRAND TOTAL OF ADD ALTERNATES
AVAILABLE CANTON PARK BUDGET FUNDING FOR CONSTRUCTION: \$		5,883,383			
COST OF CONSTRUCTION EXCEEDS AVAILABLE BUDGET FOR CONSTRUCTION BY: \$		(1,257,938)			

Etowah River Park – Reduced Scope Base Bid

Base Bid estimate is \$2,142,326 (see attached spreadsheet for a detailed breakdown)

- All site work (clearing, erosion control, earthwork) associated with the items below
- 10' wide, ½ mile ADA accessible concrete walking path around multi-purpose fields
- Common Bermudagrass on multi-purpose fields
- 8' wide ADA accessible concrete walking paths connecting ellipse to amphitheater
- 6' wide ADA accessible concrete sidewalks from parking area to concession building and drop off plaza
- Site lighting for all walking paths (including ½ mile ellipse)
- One (1) 1,100 sf concession / restroom building (split-face CMU, wood truss, shingle roof)
- A concrete paved plaza with brick paver accents around the concession building
- All storm drainage with outlet to Etowah River - includes water quality structure
- All necessary water and sewer connections to new concession building
- Asphalt entry road with drop-off plaza
- Gravel maintenance drive to GA Power easement
- 207 paved parking spaces with security lighting
- Benches and trash receptacles in paved plaza
- Minimal landscaping
- Railroad improvements up to \$50,000

Items removed from previous plan (not included in alternates)

- Two (2) 200' baseball fields with hybrid Bermuda grass on 1" of sand
- Two (2) 150' baseball fields with hybrid Bermuda grass on 1" of sand
- One (1) 120' baseball field with hybrid Bermuda grass on 1" of sand
- Five (5) free-standing scoring stands
- Scoreboards for baseball fields
- Vinyl coated chain link fence (backstop, dugouts, line fences and outfield fences)
- Chain link dugouts with a standing seam metal roof structure
- All sports lighting for baseball fields
- All retaining walls associated with construction of baseball fields and concession plazas
- One (1) 900 sf concession / restroom building with 650 sf overhangs for shaded seating (split-face CMU, wood truss, shingle roof)
- Playground B (small playground near 120' baseball field)
- All retaining walls at playgrounds A and C
- Two (2) basketball courts
- Plaza overlook at existing wetland (east side of site)
- Boat ramp access drive (all paved vehicular access to the Etowah River has been removed)
- 203 paved parking spaces with security lighting (east side of site)

Etowah River Park – Reduced Scope Alternates

Alternates estimate is \$2,259,850 (see attached spreadsheet for a detailed breakdown)

Amphitheater with Stage

- Paved platform at amphitheater with adjacent retaining walls, access steps and central paver walkway
- Pavilion structure located on amphitheater stage (including associated electrical service and stone veneer on support columns)

Playground / Planters

- Playgrounds A & C (located near west end of site below ellipse)
- All associated walls and planters within the limits of Playgrounds A & C
- Soft surface material and containment edging to be located under Playgrounds A & C

Ellipse Improvements

- Irrigation system for the multi-purpose fields located within the Ellipse
- (4) shade pavilions – seating structure with canopy
- Sports field lighting at Ellipse

Bridge over Etowah River

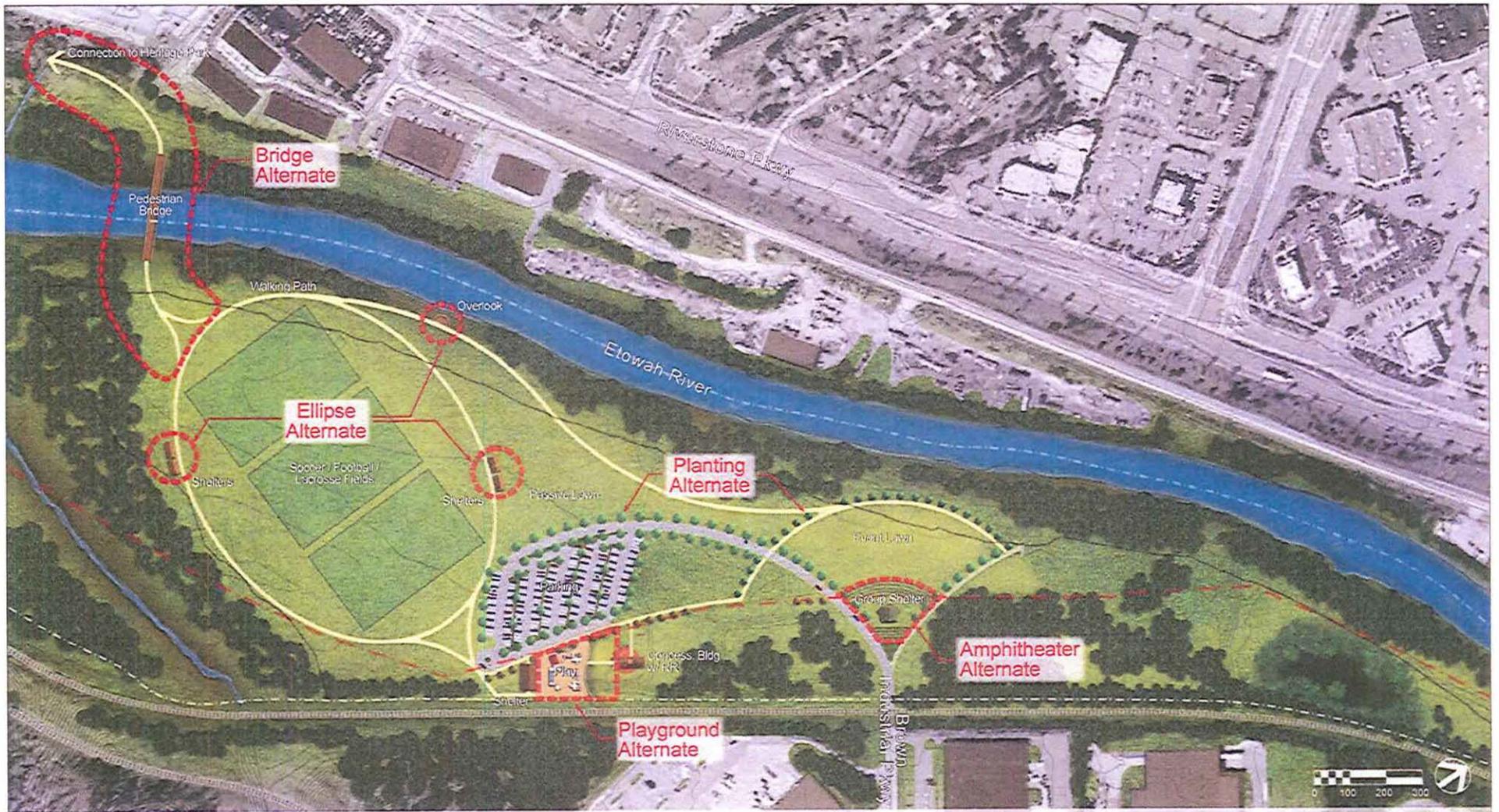
- Clear-span metal bridge that crosses the Etowah River
- Concrete abutments to support bridge over Etowah River
- Boardwalk ramps that approach Etowah Bridge on both sides

Plantings

- All tree planting in the park
- All shrub planting in the park

Trails to Boling Park

- ADA accessible, soft surface trails connecting Heritage Park to Boling Park
- Boardwalk trail segments to be located in areas with unsuitable soils
- One (1) 50' pedestrian bridge
- One (1) seating / river overlook plaza



Etowah River Park

REDUCED SCOPE
 OCTOBER 19, 2011 HDR

Etowah River Park (reduced scope)

Canton, Georgia

FINAL - REV

Order of Magnitude Summary Cost Estimate

October 19, 2011

							TOTAL	
ITEM	DESCRIPTION	QTY.	UNIT MEAS.	UNIT PRICE	SUBTOTAL COST	AGGREGATE CONST. COST	BUDGET ESTIMATE (0% Contingcy.)	
1. General						\$ 84,375.00	\$	84,375
2. Site Demolition						\$ 29,727.50	\$	29,728
3. Erosion Control						\$ 30,375.00	\$	30,375
4. Site Preparation						\$ 393,242.00	\$	393,242
5. Storm Drainage						\$ 262,337.00	\$	262,337
6. Sanitary Sewer						\$ 28,500.00	\$	28,500
7. Water Service						\$ 62,241.00	\$	62,241
8. Electric Service						\$ 104,000.00	\$	104,000
9. Sitework/Hardscape						\$ 697,021.38	\$	697,021
10. Sports Fields / Playgrounds						\$ 23,907.50	\$	23,908
11. Structures						\$ 255,000.00	\$	255,000
12. Plants & Furnishings						\$ 111,600.00	\$	111,600
13. Design Revisions & Permitting						\$ 60,000.00	\$	60,000
TOTAL						\$ 2,142,326	\$	2,142,326

Etowah River Park (reduced scope)

Canton, Georgia

FINAL - REV

Order of Magnitude Estimate of Additive Alternates

October 19, 2011

							TOTAL	
ITEM	DESCRIPTION	QTY.	UNIT MEAS.	UNIT PRICE	SUBTOTAL COST	AGGREGATE CONST. COST	BUDGET ESTIMATE (0% Contingency)	
Amphitheater with Stage							\$ 274,125.00	\$ 274,125
	Unit Pavers Paving - Amph. Stage	3,830	SF	\$12.50	\$ 47,875.00			
	Amphitheater Walls	250	LF	\$75.00	\$ 18,750.00			
	Amphitheater Steps	1	LS	\$7,500.00	\$ 7,500.00			
	Pavilion @ Event Lawn (\$165,310)	1	LS	\$200,000.00	\$ 200,000.00			
Playground / Planters							\$ 279,225.00	\$ 279,225
	Planter Edging	340	LF	\$15.00	\$ 5,100.00			
	Planters	5	EA	\$750.00	\$ 3,750.00			
	Playground Seat Wall	285	LF	\$50.00	\$ 14,250.00			
	Cobble Edging	275	LF	\$15.00	\$ 4,125.00			
	Playground A & C	1	LS	\$252,000.00	\$ 252,000.00			
Ellipse Improvements							\$ 387,500.00	\$ 387,500
	Irrigation System (Ellipse & Amph)	1	LS	\$50,000.00	\$ 50,000.00			
	Shade Pavilions @ Ellipse (4 total)	1	LS	\$17,500.00	\$ 17,500.00			
	River/Overlook	1	LS	\$20,000.00	\$ 20,000.00			
	Ellipse Field Sports Lighting	1	LS	\$300,000.00	\$ 300,000.00			
Bridge over Etowah River							\$ 689,300.00	\$ 689,300
	Steel Bridge w/ Abutments	1	LS	\$500,000.00	\$ 500,000.00			
	Timber Ramps	6,310	SF	\$30.00	\$ 189,300.00			
Plantings							\$ 75,000.00	\$ 75,000
	Tree Planting	1	LS	\$50,000.00	\$ 50,000.00			
	Shrubs & Groundcovers - Allowance	1	LS	\$25,000.00	\$ 25,000.00			
Trails to Boiling Park							\$ 554,700.00	\$ 554,700
	ADA Accessible Trail, Boardwalk and 50' Ped Bridge	1	LS	\$454,700.00	\$ 454,700.00			
	Easement and ROW Purchase (Allowance)	1	LS	\$100,000.00	\$ 100,000.00			
TOTAL						\$ 2,259,850	\$ 2,259,850	

Etowah River Park (reduced scope)
Canton, Georgia
Order of Magnitude Detailed Cost Estimate
October 18, 2011

PROJ - NEW

							TOTAL	
ITEM	DESCRIPTION	QTY.	MEAS.	UNIT PRICE	SUBTOTAL COST	AGGREGATE CONST. COST	BUDGET ESTIMATE (0% Contingency)	
1. General							\$ 84,375.00	\$ 84,375
	Mobilization, Temp Utilities, Misc	1	LS	\$50,000.00	\$ 50,000.00			
	Construction Fencing	4,000	LF	\$2.00	\$ 8,000.00			
	Gravel - Single	1,500	SY	\$16.75	\$ 25,125.00			
2. Site Demolition							\$ 29,727.50	\$ 29,728
	Asphalt 4"-4"	1,210	SY	\$3.99	\$ 4,840.00			
	15 Pipe Removal (incl. excavation 4'0" depth)	1,500	LF	\$14.50	\$ 21,750.00			
	55 Manholes	5	EA	\$350.00	\$ 1,750.00			
	Storm Sewer (18-18" CH)	185	LF	\$7.50	\$ 1,387.50			
3. Erosion Control							\$ 30,375.00	\$ 30,375
	Silt Fencing	11,600	LF	\$1.50	\$ 17,400.00			
	Flame-Net Protection	17	EA	\$175.00	\$ 2,975.00			
	Geotextile Fabric on 2:1 Slope	2,600	SY	\$2.00	\$ 5,200.00			
	Storm Outlet Protection	3	EA	\$1,000.00	\$ 3,000.00			
	Temporary Construction Entrance	1	EA	\$1,000.00	\$ 1,000.00			
4. Site Preparation							\$ 350,240.00	\$ 350,240
	Survey - Site Layout - Staking - As-built	1	LS	\$15,000.00	\$ 15,000.00			
	Clearing and Grubbing	10	AC	\$3,500.00	\$ 35,000.00			
	Top Soil Removal	10,000	CY	\$1.50	\$ 15,000.00			
	Rough Grading	74,425	CY	\$1.25	\$ 93,031.25			
	Finish Grading	141,855	SY	\$1.65	\$ 234,060.75			
5. Storm Drainage							\$ 242,337.00	\$ 242,337
	Storm Inlet - Manholes	8	EA	\$2,500.00	\$ 20,000.00			
	HDPE/PVC Drain Structures	4	EA	\$750.00	\$ 3,000.00			
	HDPE/PVC Drain Structures (4" w/ sideys & grass)	33	EA	\$250.00	\$ 8,250.00			
	Storm Pipe 4" HDPE Type S	400	LF	\$3.50	\$ 1,400.00			
	Storm Pipe 10" HDPE Type S	353	LF	\$7.50	\$ 2,647.50			
	Storm Pipe 12" HDPE Type S	85	LF	\$8.00	\$ 680.00			
	Storm Pipe 18" HDPE Type S	30	LF	\$19.00	\$ 570.00			
	Storm Pipe 18" RCP	821	LF	\$32.00	\$ 26,272.00			
	Storm Pipe 24" RCP	263	LF	\$45.00	\$ 11,835.00			
	Storm Pipe 30" RCP	1,195	LF	\$50.00	\$ 59,750.00			
	Excavation and Backfill (less than 4' depth)	3,000	LF	\$6.50	\$ 19,500.00			
	Excavation and Backfill (6'-10' depth)	700	LF	\$8.50	\$ 5,950.00			
	Water Quality Structures	3	EA	\$30,000.00	\$ 90,000.00			
6. Sanitary Sewer							\$ 28,100.00	\$ 28,100
	4" PVC w/ Cleanout	40	LF	\$5.00	\$ 200.00			
	12" PVC w/ Cleanout	650	LF	\$7.00	\$ 4,550.00			
	Excavation & Backfill	700	LF	\$7.50	\$ 5,250.00			
	Process Sewer Manhole	4	EA	\$4,000.00	\$ 16,000.00			
	Tap Fee and Impact Fee	1	LS	\$2,500.00	\$ 2,500.00			
7. Water Services							\$ 62,241.00	\$ 62,241
	2" PVC	800	LF	\$3.50	\$ 2,800.00			
	4" PVC (C-900, CLASS 200)	1,000	LF	\$20.00	\$ 20,000.00			
	Bands/Elbows (2")	8	EA	\$14.00	\$ 112.00			
	Bands/Elbows (4")	7	EA	\$97.00	\$ 679.00			
	Excavation and Backfill	2,000	LF	\$10.00	\$ 20,000.00			
	Backflow Preventer	2	EA	\$8,000.00	\$ 16,000.00			
	Tap and Water Meter Fee/R.P.Z.	1	LS	\$3,500.00	\$ 3,500.00			
8. Electric Service							\$ 104,000.00	\$ 104,000
	Site Electrical Installation	1	LS	\$23,000.00	\$ 23,000.00			
	Area Lighting	1	LS	\$6,000.00	\$ 6,000.00			
	Site Telephone Service	1	LS	\$5,000.00	\$ 5,000.00			
9. Sitework/Hardscape							\$ 697,011.38	\$ 697,011
	Vehicular Parking & Base (Light Duty Asphalt)	67,000	SF	\$3.25	\$ 217,250.00			
	Vehicular Parking & Base (Medium Duty Asphalt)	43,500	SF	\$3.00	\$ 130,500.00			
	Parking & Roadway Striping	1	LS	\$6,000.00	\$ 6,000.00			
	Concrete Curb & Gutter - 2' W.	4,700	LF	\$19.00	\$ 89,300.00			
	Concrete Raised Curb & Gutter - 3' W.	223	LF	\$12.50	\$ 2,787.50			
	Concrete Roundabout Curbing	295	LF	\$15.00	\$ 4,425.00			
	Concrete Parking & Sidewalk	41,600	SF	\$3.75	\$ 156,000.00			
	Interlock Ramps	5	EA	\$850.00	\$ 4,250.00			
	Unit Pavers Paving	5,182	SF	\$12.50	\$ 64,775.00			
	Entrance Wall	1	LS	\$10,000.00	\$ 10,000.00			
	Flagpole	1	EA	\$500.00	\$ 500.00			
	Dumpster Enclosure	1	LS	\$9,000.00	\$ 9,000.00			
10. Sports Fields/Playgrounds							\$ 23,907.50	\$ 23,908
	Multi-Purpose Field (Seeding)	476,150	SF	\$0.05	\$ 23,907.50			
11. Structures							\$ 255,000.00	\$ 255,000
	Concession/Restroom - Small	1	LS	\$220,000.00	\$ 220,000.00			
	Picnic Pavilion @ Playground (24x24) (\$27,470)	1	EA	\$35,000.00	\$ 35,000.00			
12. Plants & Furnishings							\$ 111,000.00	\$ 111,000
	Seeding	910,000	SF	\$0.05	\$ 45,500.00			
	2" Mulch (10.88 sf)	1	LS	\$50,000.00	\$ 50,000.00			
	Benches	10	EA	\$1,250.00	\$ 12,500.00			
	Trash Receptacles	4	EA	\$700.00	\$ 2,800.00			
13. Design, Resident & Permitting							\$ 40,000.00	\$ 40,000
TOTAL							\$ 3,142,336	\$ 3,142,336

Killian Baseball Complex – Program Elements

Construction estimate is \$2,739,145 (see attached spreadsheet for a detailed breakdown)

- All site work (clearing, erosion control, earthwork) associated with the items below
- Four (4) 250' baseball fields with hybrid Bermuda grass on 1" of sand
- Irrigation system for each baseball field
- Vinyl coated chain link fence (backstop, dugouts, line fences and outfield fences)
- Chain link dugouts with a standing seam metal roof structure at each field
- Tournament-level sports field lighting for each field
- One (1) scoreboard at each baseball field
- One (1) free-standing scoring stand at each baseball field
- One (1) 1,200 sf concession / restroom building (split-face CMU, wood truss, shingle roof)
- All storm drainage with detention pond
- All necessary water and sewer connections to new building
- Asphalt entry road from Univeter to parking lot with drop-off plaza
- Right turn / deceleration lane from Univeter to entry road
- 240 paved parking spaces with security lighting
- ADA accessible sidewalk connections from parking area to main plaza
- Concrete paved plaza with brick paver accents around the concession building
- Bleachers, benches and trash receptacles in paved plaza
- Minimal landscaping

Killian Master Plan

OCTOBER 19, 2011

HDR



Killian Park

Cherokee County, Georgia

DES. DEV.

Order of Magnitude Summary Cost Estimate

October 19, 2011

							TOTAL	
ITEM	DESCRIPTION	QTY.	UNIT MEAS.	UNIT PRICE	SUBTOTAL COST	AGGREGATE CONST. COST	BUDGET ESTIMATE (10% Contngcy.)	
1. General						\$ 60,000.00	\$	66,000
2. Site Demolition						\$ 20,000.00	\$	22,000
3. Erosion Control						\$ 75,000.00	\$	82,500
4. Site Preparation						\$ 325,750.00	\$	358,325
5. Storm Drainage						\$ 90,000.00	\$	99,000
6. Sanitary Sewer						\$ 40,000.00	\$	44,000
7. Water Service						\$ 75,200.00	\$	82,720
8. Electric Service						\$ 50,000.00	\$	55,000
9. Sitework/Hardscape						\$ 464,400.00	\$	510,840
10. Sports Fields						\$ 723,000.00	\$	795,300
11. Structures						\$ 200,000.00	\$	220,000
12. Plants & Furnishings						\$ 94,600.00	\$	104,060
13. Univeter Entrance						\$ 54,000.00	\$	59,400
14. Estimated Survey Costs, Geotech & Design Fee						\$ 218,182.00	\$	240,000
						TOTAL	\$ 2,490,132.00	\$ 2,739,145

Cherokee County, Georgia
Agenda Request

2,3

SUBJECT: PY 2012 CDBG Funding MEETING DATE: May 1, 2012

SUBMITTED BY: Marianne Pieper, CDBG Coordinator

COMMISSION ACTION REQUESTED:

Acceptance of U. S. Department of Housing and Urban Development CDBG Funding Approval/Agreement in the amount of \$904,196.

FACTS AND ISSUES:

On November 15, 2011, the BOC approved the submittal of the PY 2012 Annual Action Plan in the amount of \$623,622 to the U. S. Department of Housing and Urban Development [HUD]. Because Congress had not yet approved the CDBG funding, the Annual Action Plan anticipated a reduction and was submitted using 80% of the prior year funding.

While overall CDBG funding for FFY 2012 was cut by 16%, Cherokee County received an increase of 15% over the PY 2011. Population growth and the change in the County's poverty level were the main factors increasing the County's entitlement award.

An amended Annual Action Plan identifying the activities receiving the additional \$280,574.00 will be presented to the Board of Commissioners for approval after the required Public Notice, Public Hearing and Public Comment period. This grant does not require a match.

BUDGET:

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

Budget Adjustment Necessary: \$280,574.00

ADMINISTRATIVE RECOMMENDATION

Acceptance of the CDBG Funding Approval/Agreement in the amount of \$904,196.

REVIEWED BY:

DEPARTMENT HEAD:

Marianne Pieper

AGENCY DIRECTOR:

[Signature] 4.25.12

COUNTY MANAGER:

[Signature]



Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No.
2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) Cherokee County, Georgia		3a. Grantee's 9-digit Tax ID Number: 58-6000799	3b. Grantee's DUNS Number: 101493158	4. Date use of funds may begin (mm/dd/yyyy): 01/01/2012
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1130 Bluffs Parkway Canton, GA 30114		5a. Project/Grant No. 1 B-12-UC-13-0006		6a. Amount Approved \$904,196
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Mary H. Presley	Grantee Name Cherokee County, Georgia
Title Director, Office of Community Planning and Development	Title
Signature <i>Mary H. Presley</i>	Date (mm/dd/yyyy) 03/23/2012
Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 11/16/2011	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) APR 19 2012		
		9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/2012		
11. Amount of Community Development Block Grant				
a. Funds Reserved for this Grantee		FY (12)	FY ()	FY ()
b. Funds now being Approved		\$904,196		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency N/A
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency N/A
	Title N/A
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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E.O. 12372
CDBG SPECIAL CONTRACT CONDITION
WATER OR SEWER FACILITIES

Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order E.O. 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

ADDENDUM TO GRANT AGREEMENT FOR CDBG PROGRAM

In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170).



U. S. Department of Housing and Urban Development
Regional Director
Region IV

APR 19 2012

Mr. L. B. Ahrens, Jr.
Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114

Dear Mr. Ahrens:

I am pleased to transmit to you the approval of your Fiscal Year 2012 Annual Action Plan. The grant assistance that is being approved with the Annual Action Plan at this time is as follows:

Community Development Block Grant (CDBG) Program	\$904,196
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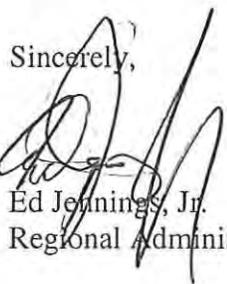
This represents a total allocation for Cherokee County in the amount of \$904,196. The County's 2012 program year began on January 1, 2012.

Enclosed for your signature, are two copies of the CDBG Entitlement Agreement (HUD 7082). This agreement constitutes the contract between HUD and Cherokee County, Georgia. You should note any special conditions included in the Agreement (Item 8). Please execute the Agreements, retain one copy for your records and return one copy to the Office of Community Planning and Development. Failure to execute and return the Grant Agreement within 60 days of the date of this letter may be deemed to constitute rejection of the grant and cause for HUD to determine that the funds are available for reallocation to other grantees. In addition to the Grant Agreement, we have also enclosed a copy of the "Annual Action Plan Advice and Guidance" applicable to the various Programs.

We appreciate the efforts by you and your staff in the preparation and submission of your 2012 Annual Action Plan. We look forward to working with you during the year to accomplish the goals you have set forth for the County. In the meantime, if you have any questions or desire

HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.

assistance concerning this letter or other items related to the community development programs, please contact Mary H. Presley, Director, Atlanta Office of Community Planning and Development, at (678) 732-2545.

Sincerely,

Ed Jennings, Jr.
Regional Administrator

Enclosures

cc:
Ms. Marianne Pieper (w/enclosures)

ANNUAL ACTION PLAN ADVICE AND GUIDANCE

Line-of-Credit Control System/IDIS

In order to establish a Line of Credit for each Fiscal Year 2012 grant, it will be necessary to execute and return two copies of the Grant Agreement. In addition, if there is a need to add or delete individuals authorized to access the Integrated Disbursement and Information System (IDIS), an IDIS Access Request form must be prepared, notarized, and signed by the appropriate officials and returned to this Office. Your Local IDIS Administrator has the rights to block an individual's access to IDIS. To ensure that payment data exists in the Line of Credit Control System (LOCCS) for each grant, grant recipients should send to this office a photocopy of their Direct Deposit Sign-Up Form, SF 1199A. The SF 1199A should have the grant number entered in section 1, box B. Also, if there is a need to establish or change the depository account to which grant funds are to be wired, a Direct Deposit Sign-up Form must be completed by the Grantee and the financial institution and mailed to this Office.

Entitlement funds will be drawn from the Integrated Disbursement Information System (IDIS) on a first-in-first out (FIFO) basis. This means that the entitlement funds (CDBG, HOME, ESG, and HOPWA) will be drawn from the oldest grant first. Any CDBG and HOME program income entered in IDIS should be disbursed before the CDBG and HOME program funds are drawn on a FIFO basis.

Executive Order 12372

The special condition for the CDBG Program Grant Agreement and Funding Approval concerning the review procedures under Executive Order (EO) 12372, Intergovernmental Review of Federal Programs and HUD's implementing regulations at 24 CFR Part 52, restricts the obligation or expenditure of funds for the planning or construction of water or sewer facilities until the completion of the review process and receipt of written notification of release of funds from HUD. In the event the grantee amends or otherwise revises its Annual Action Plan to use funds for the planning or construction of water or sewer facilities, a written release of funds from HUD must be obtained before obligating or expending funds for such activities.

Environmental Review Procedures

Certain activities included in the Annual Action Plan are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the CDBG, HOME, HOPWA, and ESG Programs). Funds for such activities may not be obligated or expended unless HUD has approved the release of funds in writing. A request for the release of funds must be accompanied by an environmental certification.

**Cherokee County, Georgia
Agenda Request**

2.4

SUBJECT: Northside Hospital-Cherokee Partnership: Safe Kids MEETING DATE: May 1, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider partnership agreement with Northside Hospital-Cherokee whereby Northside Hospital-Cherokee will pay \$25,000 annually for a period of 5 years to be used for the Safe Kids Cherokee Program managed by the Cherokee Fire & Emergency Services Agency.

FACTS AND ISSUES:

1. Northside Hospital-Cherokee has agreed to partner with Cherokee County by donating \$25,000 annually to be used for the Safe Kids Cherokee Program for a period of 5 years;
2. Northside Hospital-Cherokee has offered to assist in coordination of health care and wellness programs, including in-kind donations and speakers regarding current issues of medicine and health care; and
3. County will offer Northside Hospital-Cherokee a first right of refusal or promotional, naming, marketing, branding, and sponsorship agreements;

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget

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

Contract Approval Required: Yes No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

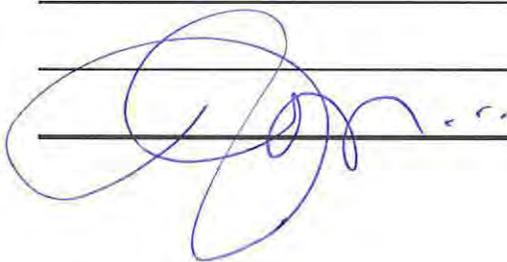
Approve partnership agreement with Northside Hospital-Cherokee.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



PARTNERSHIP AGREEMENT
BETWEEN CHEROKEE COUNTY, GEORGIA AND NORTHSIDE HOSPITAL-CHEROKEE,
A DIVISION OF NORTHSIDE HOSPITAL, INC.

This agreement is entered into on this ^{1st May} ~~7th~~ day of ~~February~~, 2012, by and between Cherokee County, Georgia ("County") and Northside Hospital-Cherokee, a division of Northside Hospital, Inc. ("Hospital").

WHEREAS, the mission of County is to further the health, education, safety and well-being of the citizens and residents of Cherokee County through good governance and public services; and

WHEREAS, Hospital is a full-service community hospital, and the only full-service community hospital located in Cherokee County, Georgia; and

WHEREAS, Hospital's mission is to provide quality, personalized, competitive health care services to meet the needs and exceed the expectations of all patients and customers; and

WHEREAS, Hospital is a leader in providing health care services focused on patient wellness and is synonymous with quality; and

WHEREAS, Hospital works in the development of cooperative relationships with community agencies, and is an active participant in the development of the community.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Hospital will make a gift to County of \$125,000 payable beginning July 1, 2012 in annual installments of \$25,000 for a period of five years. Payments will be submitted to: Jerry W. Cooper, County Manager. Funds donated by Hospital pursuant to this Agreement will be used for the following activities and programs: (a) Safe Kids Cherokee Program (\$25,000 annually).
2. Hospital may provide, upon written request of County, assistance in coordination of health care and wellness programs offered by County or offered jointly by County and Hospital, speakers regarding current issues of medicine and health care, and in-kind donations.
3. County will designate Hospital as the official hospital for Cherokee County Government and employees, and Hospital may so state in its advertising and marketing materials for a period of five years.
4. County will afford Hospital a right of first refusal on any promotional agreements, naming agreements, marketing agreements, branding agreements, and sponsorship

agreements with any County agency, including without limitation Fire and Emergency Services, Capital Projects, Recreation and Parks Agency, Human Resources, and General County Services, which are offered to or by County and under consideration by County, with any hospital or health care facility or health care system.

5. County agrees that upon receiving and before accepting any offer from a hospital, health care facility or health care system for such a promotional agreement, naming agreement, marketing agreement, branding agreement, sponsorship agreement or the like, County will provide Hospital with written notice of such offer, and of County's intention to accept such offer. Hospital shall have thirty days within which to enter such an agreement with County in its own name on the same terms as offered, or on such modified terms as are mutually acceptable to County and Hospital. If Hospital enters such an agreement with County, County will reject the offer of the other hospital, health care facility or health care system. County will not enter such an agreement or accept any third-party offer for such an agreement from a hospital, health care facility or health care system containing terms and conditions which are materially less favorable to the contracting party than those offered to Hospital without first offering such terms to Hospital.
6. This Agreement is contingent upon approval by the Board of Commissioners of Cherokee County.
7. Notices:

Notice to Hospital pursuant to this Agreement will be sent by U.S. Mail, Return Receipt Requested, to the following address:

Billy Hayes
CEO
Northside Hospital-Cherokee
201 Hospital Road
Canton, Georgia 30114

Notice to County pursuant to this Agreement will be sent by U.S. Mail, Return Receipt Requested, to the following address:

Jerry W. Cooper
County Manager
Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

So agreed:

Cherokee County, Georgia

Northside Hospital-Cherokee, a division of
Northside Hospital, Inc.

By: Jerry W. Cooper
County Manager



By: William Hayes
CEO

Signed on:

Signed on:

Date

Date 1-26-12

May

APPROVED BY THE CHEROKEE COUNTY BOARD OF COMMISSIONERS THIS ^{1st} 7th DAY OF
FEBRUARY, 2012

L.B. Ahrens, Jr., Chairman

ATTEST:

Christy Black, County Clerk

2.5

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Property Acquisition: Library Site (SR20) MEETING DATE: May 1, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve purchase agreement for acquisition of a 6.14 acre parcel located on SR20 and Old Mill Road, contingent upon county attorney review and approval of the agreement.

FACTS AND ISSUES:

The following due diligence has been completed:

- 1) The Level 3 Soil Survey performed via Nova Environmental identified that a majority of the property is suitable for a septic system. The results were submitted to the Library System Engineers for their review;
 - 2) Nova Environmental notified me that "No recognized environmental concerns were noted in the regulatory review or the site walk/recon of the surrounding properties." The written report will be completed and submitted the week of April 30th;
 - 3) The title work has been completed;
 - 4) The purchase agreement (addendum attached) requires modification per our attorney and we are waiting on the Bank's attorney to provide the language; and
 - 5) No jurisdictional waters on the site according to Wetland's & Ecological Consultants.
-

BUDGET:

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

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

Contract Approval Required: Yes No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

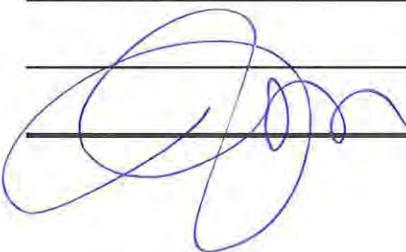
Approve purchase agreement contingent upon county attorney review and approval of final language.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



Chairman
L. B. Ahrens, Jr.

Western District
Karen Bosch
Jason A. Nelms



Eastern District
Jim Hubbard
Harry B. Johnston

County Manager
Jerry W. Cooper

CHEROKEE COUNTY BOARD OF COMMISSIONERS

1130 Bluffs Parkway • Canton, Georgia 30114
678-493-6000 • Fax 678-493-6013
www.cherokeega.com

February 21, 2012

East West Bank
C/O George Cleveland
Phillip W. Sprayberry, Inc.

Re: Letter of Intent

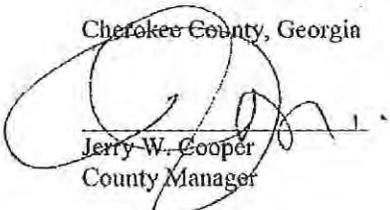
Dear Mr. Cleveland,

Please consider this letter to be our non-binding Letter of Intent summarizing the basic terms and conditions for Cherokee County to purchase property consisting of 6.14 +/- acres located along State Route 20 at the corner of Old Mill Road contingent upon Board of Commission final approval:

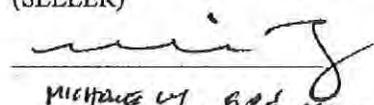
1. Purchase Price: \$170,000, which includes real estate commissions
2. The Inspection Period shall commence with the full execution and delivery of this Letter of Intent on Wednesday, February 22, 2012 and terminate March 23, 2012. Buyer may, in its sole discretion, with or without cause and without penalty, terminate by giving Seller notice in writing at any time prior to the end of the Inspection Period.

While this Letter of Intent is non-binding, it is the intent of both parties to negotiate and execute by March 20, 2012 a binding and definitive long-term purchase and sale agreement along the above lines and with other terms and conditions customary for this type of transaction and mutually acceptable to both parties.

Cherokee County, Georgia


Jerry W. Cooper
County Manager

Agreed to on behalf of property owner,
(SELLER)


MICHAEL W. PUGH
PROPERTY OWNER

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Real Estate Purchase Addendum

SECTION I

This Real Estate Purchase Addendum amends the proposed contract dated _____ between East West Bank, (Seller) and _____ (Buyer), relating to the sale and purchase of the following described real estate in the County of _____, Georgia:

known as _____ . (hereinafter referred to as the "Property"). Said contract hereinafter referred to as "Contract."

Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Contract. The Buyer accepts the Real Estate Purchase Addendum which amends the proposed Contract as follows:

• PRICE: The total Purchase Price shall be _____. The Earnest Money of \$ _____ is due upon acceptance and is to be held by the Listing Broker or Seller's Attorney.

- SELLER CONCESSIONS:

Closing Costs (not to exceed):	\$ _____
Negotiated Treatment and/or repairs:	\$ _____
Lender Required Repairs:	\$ _____
Homeowners Warranty Amount:	\$ _____
Other:	\$ _____

If Seller has agreed to pay any costs on behalf of the Buyer, these costs will be reimbursed at the time of Closing. In the event Closing does not occur, Buyer will be responsible for any costs he or she has incurred resulting from this Contract. Agreed upon closing costs paid by Seller will be reimbursed at the time of closing based on actual closing costs (not a lump sum credit).

• CLOSING: The closing shall be on or before _____ (hereinbefore and hereinafter referred to as "Closing" or "Closing Date"). The Closing shall be conducted at the offices of the Seller's Attorney, **The Wachter Law Firm, P.C. 106 Hammond Drive NE, Atlanta, Georgia 30328.**

TIME IS OF THE ESSENCE IN THIS CONTRACT.

IN THE EVENT ANY PROVISIONS OF THIS REAL ESTATE PURCHASE ADDENDUM CONFLICT IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT TO WHICH IT IS ATTACHED, OR ANY ADDENDA TO THE CONTRACT, THE PROVISIONS OF THIS REAL ESTATE PURCHASE ADDENDUM SHALL PREVAIL UNLESS SUCH PROVISIONS ARE CONTRARY TO ANY LAWS OR OTHER APPLICABLE LEGAL PROHIBITIONS, IN WHICH CASE THE CONTRACT SHALL GOVERN ONLY TO THE LIMITED EXTENT NECESSARY FOR COMPLIANCE WITH SAME.

Buyer's Initials: _____

The terms and conditions of the Contract are further countered and/or modified to include the following:

1. **Special Warranty Deed.** The Seller shall furnish to Buyer at closing, either a Special Warranty Deed or a Quitclaim

Buyer's initials _____

Seller's Initials _____

Deed, to be determined by Seller in its sole discretion.

Buyer's Initials: _____

2. Consideration of Offers. Buyer acknowledges that Seller may have received offers prior to or may receive offers after receipt of this offer. Buyer acknowledges that the Seller may consider all offers to purchase, regardless of the date of receipt and that Seller may accept or reject any offer in its sole discretion. Seller's acceptance of this offer is evidenced solely by Seller's signature herein and no prior oral discussions or representations, if any, by Seller or its agents, shall be binding against Seller unless set forth in this Real Estate Purchase Addendum.

3. Special Conditions. Buyer acknowledges that Seller obtained the Property by foreclosure or a deed in lieu of foreclosure. The Contract may be subject to the following; (1) approval by the private mortgage insurer, (2) repurchase of the Property by the prior mortgage servicer or insurer, or (3) the ability of the Seller to clear title as required by the Contract. In the event that any of these conditions apply, the Seller shall notify the Buyer that the sale is canceled and the Seller shall promptly refund the Buyer's Earnest Money. This shall be the Buyer's sole and exclusive remedy and Seller shall have no further obligations to the Buyer whatsoever.

Neither Seller nor any person acting as Seller's representative or agent has occupied the Property and neither warrants or represents that the Property or any alterations or additions which may have been made to the Property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Buyer hereby acknowledges that Seller has never occupied the Property and Seller has little or no direct knowledge about the condition of the Property. Further, Buyer acknowledges that Seller shall not be providing Buyer with a real estate disclosure statement and/or a certificate of occupancy with respect to the Property. Buyer hereby waives any requirement that Seller furnish Buyer with any such disclosure statement and/or a certificate of occupancy and hereby releases Seller and its representatives or agents from any and all liability resulting from the non-delivery of such disclosure statement and/or certificate of occupancy.

Buyer's Initials: _____

Mold, mildew spores and/or other microscopic organisms and/or allergens (collectively referred to as "Mold") are environmental conditions that could exist on the Property and may affect the Property. Exposure to Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, infants, children, elderly persons, individuals with allergies or respiratory problems and pets. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Buyer agrees to purchase the Property AS-IS, subject to the Property conditions that exist as of the Closing. Buyer accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Buyer has not in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

Buyer's Initials: _____

Seller further advises buyer that the Property is or may be affected by water or moisture damage, and/or other environmental hazards or conditions. Seller further advises Buyer that as a consequence of possible water damage and/or excessive moisture, the Property may be or has been irrevocably contaminated by Mold. Buyer acknowledges that Seller has advised Buyer to make his/her/its own inspection of the Property and to have the Property thoroughly inspected. Buyer has further been advised by Seller that all areas contaminated with Mold and/or other environmental hazards or

Buyer's initials _____

Seller's Initials _____

conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised that the use or habitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of the buyer to conduct any remediation on the Property.

4. Personal Property. Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Buyer agrees that Seller shall have no liability for any claim or losses Buyer or Buyer's successors and/or assigns may incur as a result of any condition or defect which may now or hereafter exist with respect to the Property. There will be no bill of sale provided at Closing.

Buyer's Initials: _____

5. Occupied Property. In the event the Property is occupied by tenant(s), Seller makes no representations regarding (I) the existence of a written lease agreement, (ii) the term of such tenancy, (iii) whether or not the tenants are current with their rent payments, (iv) the amount of rent that should be paid, or (v) compliance with rent control or registration laws or any other applicable federal, state and/or local law. In addition the Seller does not hold any security deposits for any tenant(s) and will not transfer any security deposits to the Buyer. After closing of the purchase and sale of the subject Property, it shall be the Buyer's sole responsibility for the return of security deposits and any interest upon demand of any tenant(s).

6. As Is Condition. Buyer accepts the Property in "AS IS" condition at the time of Closing, including any hidden defects known or unknown. Buyer understands, acknowledges and agrees that neither Seller nor any person acting as Seller's representative and/or agent is making any warranties or representations, either express or implied, as to the condition of the Property, including, but not limited to, Seller's title to the Property, the occupancy status of the property, the size, square footage, boundaries or location of the Property, conformity to any zoning, land use or building code requirements or compliance with any law statutes, rules, ordinances or regulations of any federal, state or local governmental authority or the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property. The Property is being conveyed to Buyer(s) in its AS IS, WHERE IS condition. Buyer is electing to purchase the Property from Seller in AS-IS condition with the full knowledge of the potential condition of the Property, the potentially serious health risks, and the potential liability that Buyer could incur as the owner of the Property for claims, losses and damages arising out of any Mold and/or other environmental hazards or conditions on the Property. Buyer agrees that the purchase price of the Property reflects the agreed upon value of the Property AS-IS taking into account the aforementioned disclosures. Seller's limitation of liability and Buyer's waivers provided in this Real Estate Purchase Addendum are a material part of the consideration to be received by the Seller under the Contract as negotiated and agreed to by the Buyer and Seller. It is the right and responsibility of the Buyer to inspect the Property and Purchaser must satisfy himself/herself as to the condition of the Property. Buyer hereby releases and agrees to hold harmless Seller and Seller's agents from any and all claims or liability with respect to the condition of the Property and any applicable code violation(s) for unsafe structure.

Additionally, Seller makes no warranty or representation to whether the utilities serving the Property are public or private.

Buyer's Initials: ____

7. Buyer's Right to Inspect. Buyer acknowledges its opportunity to inspect and investigate the Property and all improvements thereon, either independently or through agents of Buyer's selection. Buyer agrees that these inspections shall be made at Buyer's own expense and all such inspections shall be completed within 7 (seven) days from the execution of this Real Estate Purchase Addendum by the Seller. Buyer shall rely solely on Buyer's inspection and review to evaluate the condition of the Property. Buyer further acknowledges and agrees that he/she is not relying on any

Buyer's initials _____

Seller's Initials _____

statements or representations made by Seller or Seller's agents (including but not limited to information disclosed on any multiple listing system) as to the condition of the Property and/or to any improvements thereon, including, but not limited to, heating, sewage, roof, foundations, soils, septic, lot size or suitability of the Property and/or its improvements for particular purposes or that any appliances, if any, plumbing and/or utilities are in working order, and/or that the improvements are structurally sound and/or in compliance with any local, city, county, state and/or federal statutes, codes or ordinances. Buyer acknowledges that it is Buyer's responsibility to obtain inspection reports as to the condition of the Property and/or to any improvements thereon, by qualified professionals on the appliances, structural components, heating / air conditioning, sewage, roof, foundations, soils, septic systems, plumbing, suitability for use of the Property, utilities and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, radon, asbestos, lead paint, mold or any other factors that would render the Property uninhabitable or dangerous to the health of the occupants, or otherwise not in compliance with any law or regulation, or any other factors regarding the Property about which Buyer may be concerned. If Buyer fails to inspect the Property, such failure shall not alter or impair the understanding and agreement between the Seller and Buyer as set forth in the Contract. No inspections may be made by any building or zoning inspector or government employee without the prior consent of Seller.

Buyer acknowledges that Seller has not made and does not make any express or implied representations or warranties of any kind with respect to the environmental condition of the Property or whether the Property is in compliance with applicable local, state or federal environmental or other laws, statutes, regulations, rules, ordinances, codes or standards (hereinafter "Laws"). Buyer agrees not to pursue any claims, losses or damages against Seller, or Seller's parent company, subsidiaries, affiliates, directors, officers, employees, partners shareholders, representatives, agents, brokers, predecessors, successors, and/or assigns, arising out of or relating in any way to any violations of Laws or the Property. In addition, to the fullest extent permitted by law, Buyer, for himself/herself/itself, and for all Buyer's invitees, agents heirs, executors, devisees, and assigns hereby forever waives and fully releases Seller, and Seller's parent company, subsidiaries, affiliates, directors, officers, employees, partners shareholders, representatives, agents, brokers, predecessors, successors, and assigns (the "Released Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorney's fees, court costs, and reasonable costs of investigation, litigation and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, civil or criminal, or in law or in equity arising from, in connection with, or in any way relating to any known or unknown conditions of the Property, including, but not limited to, the existence of any Mold, and /or any other environmental hazards or conditions on the Property ("Claims"). Buyer also agrees to fully indemnify, protect, defend, and hold the Released Parties harmless from and against any and all Claims. Buyer agrees to fully indemnify Released Parties and fully protect, defend and hold Released Parties, harmless from and against any and all claims, costs liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Released Parties or any damage to the Property or to any adjoining property, or any injury to Buyer or any other persons that may result or arise out of inspections made by Buyer or its agents, contractors, employees and/or contractors prior to Closing.

8. Risk of Loss. Seller shall maintain the Property until Closing in materially the same condition as of the date of the acceptance of this Real Estate Purchase Addendum, except for ordinary wear and tear. If prior to Closing, the Property is damaged, the Seller may make repairs to restore it to the same condition as of the date of acceptance of this Real Estate Purchase Addendum. If the Seller elects to not repair the Property, the Buyer may accept the Property in its damaged condition, attempt to re-negotiate the Contract or declare the Contract null and void upon which the Earnest Money will be returned to the Buyer which shall be Buyer's sole and only remedy. **Under no condition will Seller's insurance proceeds, if any, be assigned to the Buyer.**

Upon Closing, Seller shall be relieved of all responsibility and liability for maintaining hazard, flood, or title insurance on the Property. All hazard, flood and title insurance policies shall be terminated by Seller immediately upon Closing. Buyer will be responsible for obtaining the required hazard, flood and mortgagee title insurance if its lender, if applicable, so requires prior to Closing.

Buyer's initials _____

Seller's Initials _____

9. Subject to. (Initial applicable sections; non-applicable sections should be marked "N/A")

_____ (Buyer's Initials) _____ (Seller's Initials) A. CASH: The Contract for Sale, to which the Real Estate purchase Addendum is attached, is a cash transaction. Verification of funds required to close shall be provided to Seller with the Buyer executed copy of this Real Estate Purchase Addendum. Buyer, herewith, acknowledges and agrees that five (5) days from the inspection deadline, the Earnest Money shall become non-refundable. If this sale fails to close on the Closing Date, herein, due to the Buyer's fail to provide cash at the Closing, or for any other related reasons including but not limited to a change from cash to financing, both the Buyer and Seller agree that all Earnest Money shall be immediately released to the Seller as liquidated damages.

Execution of this document, will serve as a written release, and the only release necessary, for the holder of the Earnest Money to immediately release the Earnest Money to the Seller.

_____ (Buyer's Initials) _____ (Seller's Initials) B. The Buyer may obtain financing from the lender of Buyer's choice. Within seventy-two (72) hours of execution of this Real Estate Purchase Addendum, Buyer agrees either to apply for financing or to provide evidence to the Seller that a lender has pre-approved Buyer for financing. Proof of lender's unconditional commitment to lend must be provided to Seller with **fourteen (14)** calendar days of execution of this Real Estate Purchase Addendum by Buyer. If not received by the **fourteenth (14th)** day, Seller can consider Buyer in default, cancel sale and retain Earnest Money. Buyer shall pay for any and all costs associated with the loan application process, including but not limited to application fee, appraisal and credit report, unless Buyer's payment of such a cost is restricted due to financing insured by a governmental agency.

10. Survey and Other Costs. If a survey is required to close, it will be the sole responsibility of Buyer to obtain a survey acceptable to the title insurance company and the lender within the stated period for Closing and will be at the Buyer's expense. In the event the Seller is obligated to give extended coverage, which is normal and customary, Seller will not be required to do so if the title company requires a survey and a survey has not been obtained by the Buyer at Buyer's sole cost which is acceptable to the title insurance company. Additionally, if Buyer elects to have attorney representation at closing, it will be at the expense of the Buyer.

11. Closing. The Closing shall be held in the offices of the Seller's attorney or agent or at a place designated and approved by the Seller. Closing shall occur on or before _____ and the Purchaser shall make every effort to meet this deadline. Should the Closing extend beyond this date, through no fault of the Seller, Seller shall be entitled to a One Hundred and No/100 (\$100.00) Dollar per diem fee for each day of such extension, if such extension is granted by Seller. Said extension must be in writing and pre-approved by the Seller. Notwithstanding the foregoing, it is understood and agreed that Seller shall retain the right to cancel the Contract and pursue the remedies contained herein if the Buyer fails to meet the stated deadline. This transaction may not close in escrow without the prior written consent of the Seller.

12. Negative Sale Proceeds. It is agreed by Buyer and Seller that if unforeseen judgments, liens or assessments result in negative sales proceeds to the Seller, the Seller reserves the right to cancel the Contract and return any deposit monies to the Buyer.

13. Prorations at Closing. All prorations, including but not limited to, taxes, owner's association dues and assessments, utilities, including but not limited to, gas, electric, water and sewer charges, shall be as of the Closing Date.

Tax prorations shall be based on 100% of the last available tax bill or upon the Tax Assessor's latest valuation and the current tax rate. Any special assessments which are now a lien on the Property and payable in installments shall be prorated to the Closing Date and shall be assumed and paid by the Buyer from that date forward. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the Closing Date.

Owner's association prorations shall be to the Closing Date and based on the assessment rate at time of Closing. Any

Buyer's initials _____

Seller's Initials _____

special assessments levied and payable in installments shall be prorated to the Closing Date and shall be assumed and paid by Buyer from that date forward. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the date of closing.

THE SELLER WILL NOT BE RESPONSIBLE FOR ANY ADJUSTMENT OF SETTLEMENT CHARGES, INCLUDING BUT NOT LIMITED TO, TAXES OR OWNER'S ASSOCIATION FEES AFTER CLOSING.

14. Lender-Required Repairs. Should any lender, insuring entity or agency require that certain repairs be made to the Property or that certain other conditions be met, the Seller at its sole option, may comply with such requirements or terminate the Contract. Further, should any FHA Conditional Commitment or V A Certificate of Reasonable Value vary from the agreed upon purchase price of the Property, then Seller, at its sole option, may terminate the Contract. Seller's responsibility for any repairs required by Buyer as a result of inspection by Buyer, a lender or required as a condition set forth in a FHA/VA commitment shall not exceed \$ 0 (the "Repair Limit Amount"), inclusive of termite repairs. If the cost for any such repairs exceeds the Repair Limit Amount then either (I) Buyer shall be responsible at its sole cost and expense for any amounts exceeding the Repair Limit Amount and the Contract shall remain in full force and effect without any abatement in the purchase price or, (ii) Seller shall have the right to terminate the Contract and return all Earnest Money paid by Buyer to Buyer with no further obligation by Seller.

Buyer's Initials: _____

15. Defects in Title. If the Buyer raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right to unilaterally terminate the Contract by giving written notice of termination to buyer. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the Closing Date, including any written extensions, or if title insurance is available from a title insurance company licensed to do business in the State of Georgia at regular rates containing affirmative coverage for the title objections, then the Contract shall remain in full force and the Buyer shall be required to perform pursuant to the terms set forth in the Contract and this Real Estate Purchase Addendum. The Seller is not obligated to: remove any exception; bring any action or proceeding or bear any expense in order to convey title to the Property to the Buyer, or make the title marketable or insurable. Seller will not be responsible for any "gap" title insurance coverage and will not under any event provide an Affidavit of Title or other similar documents in which Seller is requested to make representations or warranties with respect to title.

Seller is under no obligation to use extraordinary measures or to bring any actions or proceedings in order to convey title in accordance with the Contract and this Real Estate Purchase Addendum. If this cannot be accomplished by the Closing Date in the Contract, the Contract shall terminate and Buyer shall receive a refund of the Earnest Money made hereunder as Buyer's sole and absolute remedy, or Buyer may, by written notice on or before the Closing Date under the Contract, waive any objections to Seller's inability to convey or deliver.

Buyer's Initials: _____

16. Occupancy of the Property. Under no circumstances will the Buyer be allowed to occupy the Property prior to Closing. Violation of this prohibition will result in legal action. In the event Buyer alters the Property; occupies the Property; or permits any other person to occupy the Property prior to Closing, then Buyer shall be in default of the Contract and Buyer's Earnest Money and rights to any improvements to the Property shall be forfeited to the Seller. Any access to the Property prior to Closing is prohibited unless accompanied by the Seller or Seller's Agent, unless otherwise agreed to in writing.

17. Taxes.

A. Seller's Right to Contest Taxes. Seller shall have the unrestricted right to contest the amount of or obligation to pay any ad valorem real or personal property taxes, real or personal property assessments or dues of any condominium, planned unit development or similar community or other owners' association, (collectively "Taxes") for any calendar

Buyer's initials _____

Seller's Initials _____

year, fiscal year or other accounting period for which Taxes are assessed or levied (a "Tax Period") that includes the Closing Date on the Property (the "Closing Tax Period") or that precedes the Closing Date on the Property. Seller may contest Taxes by any judicial, administrative, or other process that Seller chooses. If requested by Seller, Buyer shall join in any proceeding to contest Taxes to the extent necessary to permit Seller to exercise its rights under this Real Estate Purchase Addendum. Seller shall have no duty to contest Taxes, and may dismiss, settle, or otherwise resolve any matter relating to contested Taxes on whatever terms Seller chooses.

B. Entitlement to Refund. Any refund of contested Taxes for the Closing Tax Period or any prior Tax Period shall be paid to Seller, and Purchaser hereby irrevocably assigns to Seller any right, title or interest it may have in any refund of contested Taxes for all such Tax Periods. If requested by Seller, Buyer shall execute whatever endorsements or other documents may be necessary to accomplish the refund of such contested Taxes to Seller. Notwithstanding anything in this Real Estate Purchase Addendum or the Contract to the contrary, however, Seller shall not be entitled to any refund of Taxes that are attributable solely to any change in land usage or ownership of the Property occurring at or after Closing, all of which shall be paid by Buyer.

18. Default. In the event Buyer defaults in the performance of this Contract, it is expressly agreed that the Earnest Money shall be paid to Seller as liquidated damages for, among other things, the additional cost of carrying the Property and lost marketing time which the parties acknowledge and agree are difficult to calculate. The parties further specifically acknowledge and agree that said liquidated damages shall not be construed or deemed to constitute a penalty and the right given to the Seller to retain said Earnest Money shall not constitute Seller's sole and exclusive remedy. For purposes of this paragraph, if the Contract entered into between Buyer and Seller states that the Buyer will be purchasing the subject Property as an all cash transaction (i.e. Buyer will not be obtaining third party financing), it is expressly understood that Seller will be materially relying on said representation. As such, if the Buyer subsequently elects to purchase the Property via third party financing rather than cash as previously agreed, then Buyer's failure to close a cash transaction shall constitute a default by Buyer thereby entitling Seller to the liquidated damages referenced above. In the event of default by Seller, Buyer shall be entitled to a return of the Earnest Money as the Buyer's sole and exclusive remedy. Buyer further agrees that Seller shall not be liable to Buyer, under any circumstances, for any special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability), or any other legal or equitable principle, theory or cause of action arising out of or related in any way to any claim, including, but not limited to the aforementioned claims.

The Buyer further waives the following, to the fullest extent permitted by law:

- A. All rights to file and maintain an action against Seller for specific performance;
- B. Right to record a Lis Pendens against the property or to record the Contract, the Real Estate Purchase Addendum or a memorandum thereof in the real property records;
- C. Right to invoke any equitable remedy that would prevent Seller from conveying the property to a third party buyer;
- D. Any claims arising from the adjustments or prorations or errors in calculating the adjustments or prorations that are or may be discovered after Closing;
- E. Any remedy of any kind that the Buyer might otherwise be entitled to at law or in equity (including, but not limited to, recession of the Contract), except as expressly provided herein;
- F. Any right to a trial by jury in any litigation arising from or related in any way to the Contract, the Real Estate Purchase Addendum or the Property;
- G. Any right to avoid the sale of the property or reduce the purchase price or hold the Seller liable for any claims arising out of or related in any way to the condition, construction, repair or treatment of the property, or any defects, apparent or latent, that may now or hereafter exist with respect to the Property;
- H. Any claims arising out of or relating in any way to encroachments, easements, boundaries, shortages in area or any other matter that would be disclosed or revealed by a survey on inspection of the Property or search of public records;
- I. Any claims arising out of or relating in any way to the square footage, size or location of the property, or any information provided on a multiple listing service, or brochures or websites of Seller or Seller's agent or broker.

Buyer's initials _____

Seller's Initials _____

Buyer's Initials: _____

19. Installation of New Locks and Transfer of Utilities. Buyer shall be responsible for the installation of new locks and transferring of all utilities on the Property immediately after the Closing, and Buyer shall hold Seller and Seller's representative and agents harmless from and indemnify Seller and Seller's representatives and agents against any and all damages, claims, liens, losses liabilities, costs, injuries, attorney fees and expenses of every kind and nature that may be made against Seller and Seller's representative and agents as a result of Buyer's failure to install new locks or transfer all utilities on the Property.

20. Assignability. Buyer may not assign or transfer this Contract. Any such attempted assignment shall be void and without effect.

21. Performance. The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of this Contract by Seller in its entirety.

Buyer's Initials: _____

22. Real Estate Broker Commissions. The total commission payable by Seller pursuant to this sale shall be based upon the terms of the listing agreement. The closing agent is authorized and directed to pay said commission from the sale proceeds at Closing as per the terms of the listing agreement and any other documentation evidencing such obligation. All such documents are to be provided by Seller. No real estate broker commissions shall be paid unless the Closing of the sale of the Property is consummated and title to the Property passes to Purchaser.

23. Severability. If any provision of the Contract or this Real Estate Purchase Addendum is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent on any other provision unless so expressed herein.

24. Modification and Waiver. No provision, term or clause of the Contract or this Real Estate Purchase Addendum shall be revised, modified, amended or waived, except by an instrument in writing signed by the Seller and Buyer. The waiver by either Seller or Buyer shall not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between Seller and Buyer shall operate as a waiver of any provision of the Contract or this Real Estate Purchase Addendum.

25. Rights of Others. The Contract and this Real Estate Purchase Addendum do not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors and/or assigns, that is not a party to the Contract or this Real Estate Purchase Addendum, nor does it create or establish any third party beneficiary of the Contract or this Real Estate Purchase Addendum.

26. Counterparts and Facsimile. The Contract and Real Estate Purchase Addendum may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument. A signed facsimile or photocopy of the Contract or Real Estate Purchase Addendum shall be deemed to be as binding, valid, genuine and authentic as an originally signed document for all purposes, including all matters of evidence and the best evidence rule.

27. Headings. The titles to sections and headings of various paragraphs of the Contract and Real Estate Purchase Addendum are placed for convenience only and in case of conflict, the text, rather than such titles or headings, shall control.

28. Attorney Review. The buyer acknowledges that Buyer has had the opportunity to consult with its legal counsel

Buyer's initials _____

Seller's Initials _____

regarding the Contract and this Real Estate Purchase Addendum and that accordingly the terms are not to be construed against any party because that party drafted the Contract or Real Estate Purchase Addendum or construed in favor of any party because that party failed to understand that legal effect of the provisions of the Contract or Real Estate Purchase Addendum.

29. Initials. Buyer and Seller agree to all of the terms of the Contract and Real Estate Purchase Addendum whether any provision or page is separately initialed or not. For emphasis, some sections or provisions of the Contract or Real Estate Purchase Addendum contain a place for Buyer and/or Seller to separately initial, but the failure by Buyer or Seller to initial any section, provision or page in the Contract or Real Estate purchase Addendum shall not affect the enforceability of any term or provision in the Contract or Real Estate Purchase Addendum.

30. Entire Agreement. The Contract and Real Estate Purchase Addendum constitute the entire agreement between the Buyer and Seller concerning the subject matter hereof and supersedes all previous written and oral communications, understandings, representations, warranties, covenants and agreements. Further, buyer and Seller represent that there are no oral or other written agreements between the parties. **ALL NEGOTIATIONS ARE MERGED INTO THE CONTRACT AND REAL ESTATE PURCHASE ADDENDUM, AND NO ORAL OR WRITTEN, EXPRESS OR IMPLIED, PROMISES, REPRESENTATIONS, WARRANTIES, COVENANTS, UNDERSTANDINGS, COMMUNICATIONS, AGREEMENTS, OR INFORMATION MADE OR PROVIDED BY THE SELLER, OR SELLER'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR BROKERS, INCLUDING BUT NOT LIMITED TO ANY INFORMATION ON SELLER'S OR SELLER'S AGENT OR BROKER'S WEBSITES, SALES BROCHURES OR ON ANY MULTIPLE LISTING SERVICE SHALL BE DEEMED VALID OR BINDING UPON SELLER, UNLESS EXPRESSLY INCLUDED IN THE CONTRACT OR REAL ESTATE PURCHASE ADDENDUM.**

31. Attorney's Fees. In any action, proceeding, or arbitration arising out of, brought under, or relating to the terms or enforceability of the Contract or this Real Estate Purchase Addendum, the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees, costs, and expenses incurred in such action, proceeding or arbitration.

32. LANGUAGE IN BOLD OR CAPITALIZED. FOR EMPHASIS AND BUYER'S BENEFIT SOME PROVISIONS HAVE BEEN BOLDED AND OR CAPITALIZED (LIKE THIS SECTION), BUT EACH AND EVERY PROVISION OF THE CONTRACT AND REAL ESTATE PURCHASE ADDENDUM IS SIGNIFICANT AND SHOULD BE REVIEWED AND UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER AND THE FAILURE TO BOLD, CAPITALIZE OR EMPHASIZE IN SOME MANNER ANY TERMS OR PROVISIONS OF THE CONTRACT OR THIS REAL ESTATE PURCHASE ADDENDUM SHALL NOT AFFECT THE ENFORCEABILITY OF ANY TERMS OR PROVISIONS.

33. Additional Provisions. The undersigned approve and accept this Real Estate Purchase Addendum and acknowledge and agree that this Real Estate Purchase Addendum is a legally binding agreement and is made part of the aforementioned Contract in like manner as if it were directly set forth therein.

34. All other terms and conditions of the proposed Contract shall remain the same.

This Real Estate Purchase Addendum shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party to this document received notice of such acceptance on or before _____. If accepted, the proposed Contract, as amended hereby, shall become a Contract between Seller and Buyer

BUYER
Date: _____

SELLER
Date: _____

Buyer's initials _____

Seller's Initials _____

SECTION II
LEAD -BASED PAINT DISCLOSURE

Lead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also presents a risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead based paint hazards from risk assessments or inspections in the sellers possession and notify the buyer of any known lead based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer

Seller acknowledges that Seller has been informed of Seller's obligation. Seller is aware that Federal laws require Seller to permit Buyer a 10 calendar day period to conduct risk assessment or inspection for the presence of lead-based paint hazards before becoming obligated under a contract to purchase target housing (unless mutually agreed otherwise in writing). That opportunity will be provided within the 10 calendar day period immediately following final Seller's signature, herein. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.

A. Presence of lead-based paint and/or lead-based paint hazards (check one box below):

Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.

Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing

(explain): _____

B. Records and reports available to Seller (check one box below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller has provided Buyer will all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

C. Buyer has read the Lead Warning Statement above and understands its contents.

D. Buyer has received copies of all information, including any records and reports listed by Seller above.

Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing

(explain): _____

E. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home.

F. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards

G. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):

Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of the Contract, or

Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer's initials _____

Seller's Initials _____

SECTION III

UTILITY TRANSFER AGREEMENT

SUBJECT PROPERTY:

BUYER:

BUYER'S OFFER DATE:

REAL ESTATE PURCHASE ADDENDUM DATE:

As a condition of the Purchase Agreement, Buyer(s) hereby agrees to have all utility services including water, sewer, electricity, gas and any owners association dues, if applicable, transferred into Buyer's name no later than the first business day following Closing.

Buyer(s) also agrees to accept responsibility for payment of any utility charges accrued after the Closing. All or some of the utility services are in the name of the Seller or the Listing Broker. It is the Buyer's sole and absolute responsibility to make any arrangements necessary for the transfer of utilities into their name.

Witness:

BUYER

Date: _____

Selling Broker

Date: _____

Acknowledge:

Listing Broker

Date: _____

As signed above, this Utility Transfer Agreement must accompany the Contract for acceptance and as a condition of Closing.

At Closing, and as a condition of closing, the Buyer(s) must sign and date the Utility Transfer Agreement at Closing acknowledging that it shall survive Closing.

THIS AGREEMENT SHALL SURVIVE CLOSING

Buyer's initials _____

Seller's Initials _____

11135 Cumming Highway
Property Description

A tract or parcel of land situated in land lots 840 & 889, 3rd. District, 2nd. Section, Cherokee County, Georgia, the bearings of which are based on State Plane Grid System (Georgia West Zone) and being more particularly described as follows:

Beginning at a #4 rebar set at the intersection of the northerly 100 foot right-of-way and the westerly 50 foot right-of-way and said point having state plane coordinates of North 1545695.9 and East 2253865.7; said point being the **POINT OF BEGINNING**; thence along the northerly 100 foot right-of-way the following courses and distances: N43°14'26"W for a distance of 192.51 feet; N42°41'01"W for a distance of 291.43 feet; N42°52'51"W for a distance of 130.66 feet to a #5 RB at the intersection of the said northerly fight-of-way and the property now or formerly owned by Judy C. McClure (aka Judy C. McGarity), said monument lies 1 foot North of the property corner as described above; thence leaving said northerly right-of-way and continuing along the property now or formerly owned by Judy C. McClure (aka Judy C. McGarity) N04°12'24"E for a distance of 577.39 feet to a #5 RB at the intersection of the said adjoining property and the property now or formerly owned by Lathem's Mill Subdivision (fka Freehome Crossing); thence continuing along the common line with Lathem's Mill Subdivision S44°03'37"E for a distance of 594.48 feet to a #5 RB found at the intersection of the said line and the westerly 50' right-of-way of Old Mill Road; thence continue along the said westerly 50' right-of-way the following courses and distances: S00°16'51"E for a distance of 241.71 feet; thence S05°42'02"W for a distance of 280.66 feet; thence S07°49'27"W for a distance of 78.61 feet to the **Point of Beginning** of said tract.

Containing 6.14 acres or 267,333 square feet being more specifically shown on a Boundary Survey prepared for Cherokee County, by Charles Mitchell (GA RLS #3240) of Ross Consulting Engineers, P.C., dated: April 13, 2012, (RCE Project #12019.00), unto which reference is hereby made.



WETLAND & ECOLOGICAL CONSULTANTS, LLC

April 18, 2012

Mr. Jerry Cooper, ICMA-CM
County Manager, Cherokee County
1130 Bluffs Pkwy
Canton, GA 30114

**Subject: Jurisdictional Waters Report
Lathemtown Highway 20 Site
Cherokee County, Georgia
WEC Project No. 02-022807**

Dear Mr. Cooper:

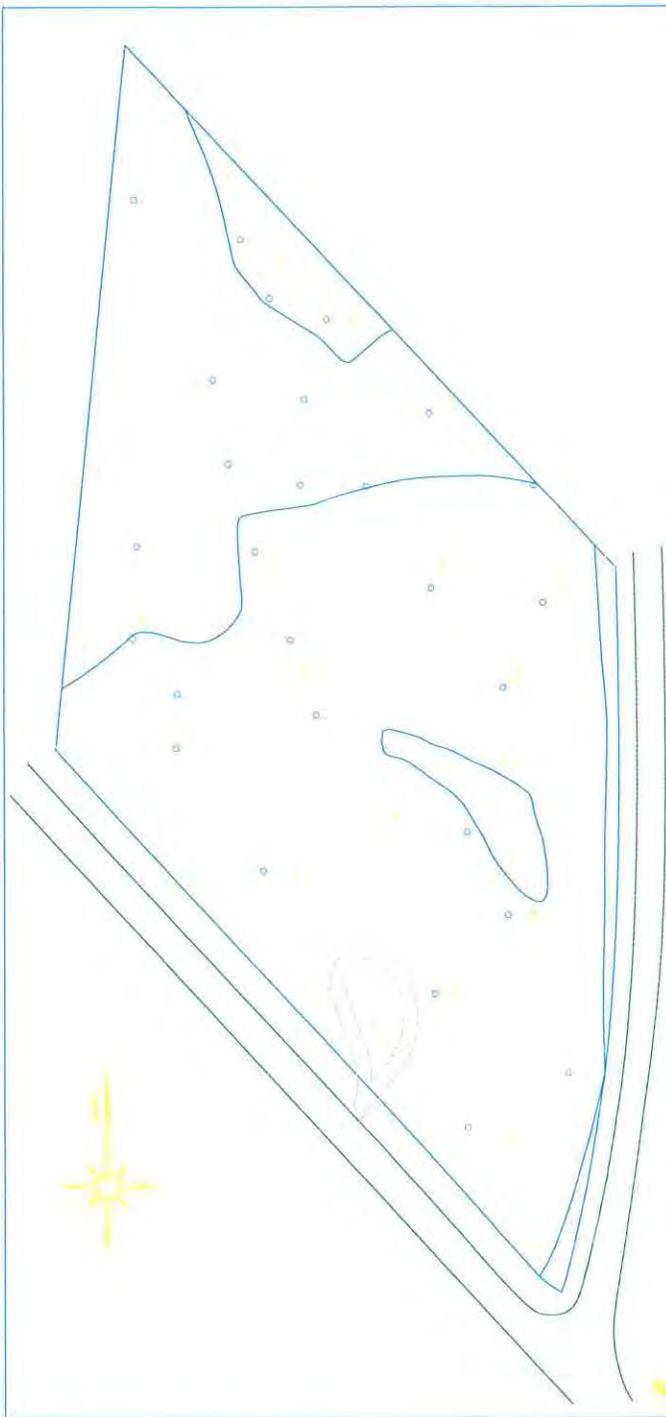
At your request, Wetland & Ecological Consultants, LLC (WEC) conducted a field investigation of the 6.14 acre site located at the northwestern quadrant of the Highway 20 and Old Mill Road intersection. The field investigation was conducted on April 12, 2012 to determine the presence/absence of jurisdictional waters (i.e., streams, wetlands, protected buffers, etc.). Based on our observations, the site is comprised entirely of uplands and contains no jurisdictional waters of the U.S. or state of Georgia.

WEC appreciates the opportunity to assist you with this project. If you have any questions regarding this letter, please contact me at (770) 591-9990.

Sincerely,

WETLAND & ECOLOGICAL CONSULTANTS, LLC

Neil E. Blackman, C.W.B.
Principal



GEORGIA LAND EVALUATION, INC.

502 LAKELAND PLAZA, PMB 1416
 CUMMING, GEORGIA 30041
 PHONE: 770-886-8222 EMAIL: d@gaella.com

COUNTY:	Cherokee	SITE REVIEW DATE:	4/13/2012
CLIENT:	Nevo Engineering and Environmental		
SITE ADDRESS:	Near the intersection of GA 153 and Canning Highway		
INVESTIGATION INTENSITY:	Local Street and Utility		
DRAWN BY:	HWB		03/04/12

SOIL PROPERTIES

SOIL SERIES MESTRACCEPT CODES	SLOPE range of the slope	DEPTH TO BEDROCK	DEPTH TO FIRST RESTRICTIVE FEATURES	DEPTH TO MEAN HIGH TIDE	ADSORPTION RATE AT RECOMMENDED TRENCH DEPTH	RECOMMENDED TRENCH BOTTOM DEPTH	SUITABILITY CODE
		in feet	in feet	in feet	inches per inch annual per inch	in feet	Soil Series
Talpaosa	5-15	> 60	> 60	> 60	45	24-36	A-2
Pacolet	2-8	> 60	> 60	> 60	45	20-30	A-2
Cataula	2-8	> 60	20-30	> 60	See Codes	See Codes	C-2
Fill Area	-	-	-	-	See Codes	See Codes	N-5
Cut Embankment	-	-	-	-	See Codes	See Codes	F-6

SYMBOL LEGEND

○	Soil boring location
□	Survey marker found
●	Fire hydrant
→	Slope direction (yellow)

SUITABILITY CODE DESCRIPTIONS

A-2	These are good soils for use with septic systems and should function well using proper installation, design and maintenance.
N-5	This area contains small mounds of fill from previous construction activities that overlie favorable soil conditions. If this area is considered for use with septic systems these mounds should be removed to the original soil surface. Following removal of this material, the absorption rate and installation depths will be similar to the area defined as Talpaosa soils (see above).
C-2	Due to poor soil characteristics, drainage issues, and/or poor landscape position, these areas should be avoided for use with septic systems. Avoid these areas if at all possible as there is a high risk for problems.
F-6	These soils should not be used with septic systems as there is an high risk for problems and failure.

GENERAL NOTES FOR THE SITE

- Schedule installation of the septic system during a dry period.
- Keep surface water drainage diverted away from drain field.
- Pump the septic tank every few years to remove the sludge build that can reduce the longevity for the drain field.
- Avoid driving trucks, and/or other heavy equipment over the drain field to avoid damage to the drain field components.

The information contained in this report is based on the data that was taken from the field. All boring locations, as well as other measured soil conditions and features, are located with a Global Positioning System (Trimble Pro XRS) to assure maximum quality control. The projected boundaries of each soil map area is based on the professional opinion and judgment of the Soil Scientist. Soil boundaries shown should be considered a theoretical area where the soil conditions change and are not absolute, rather than an exact boundary. This report is based on conventional septic systems and all recommendations are based on installation on the original undisturbed soil surface unless stated otherwise. Any changes or alterations made to the soil map or recommendations are subject to the written approval of Georgia Land Evaluation, Inc. with the lead of the Soil Scientist.

Schedule A

Deed Book **11665** Pg **498**
Filed and Recorded 1/13/2012 10:58:49 AM
28-2012-001492
Transfer Tax \$0.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Return to:
THE WACHTER LAW FIRM
a Professional Corporation
106 Hammond Drive NE
Atlanta, Georgia 30308

DEED UNDER POWER OF SALE

This instrument made and executed this 3rd day of January, 2012.

WITNESSETH:

That WHEREAS, on the 3rd day of January 2012, during the legal hours of sale East West Bank, as attorney-in-fact for Direct Mortgage Lenders Corporation did expose for sale at public outcry to the highest bidder for cash, before the courthouse door in Cherokee County, Georgia, the lands hereinafter described at which sale East West Bank, was the highest and best bidder at and for Two Hundred Seventy Four Thousand and No/100 (\$274,000.00) Dollars cash; and said property was then sold and there knocked off to and sold under and by virtue of the power and authority granted to East West Bank, in a certain deed to Secure Debt and Security Agreement from Ki R. Chung to The Summit National Bank dated November 18, 2005, recorded November 22, 2005 in Deed Book 8373, Page 271, Cherokee County, Georgia records, given to secure a Promissory Note of even date in the total original principal amount of Five Hundred Thirty One Thousand and No/100 (\$531,000.00) Dollars, with interest as provided therein on the unpaid balance until paid, as assumed by Direct Mortgage Lenders Corporation by Assumption Agreement dated August 20, 2008, as assigned to East West Bank by Receiver's Assignment of Note and Deed to Secure Debt and Security Agreement dated October 12, 2010, recorded October 15, 2010 at Deed Book 11170, Page 148 aforesaid records. Said sale was made after advertising the time, place and terms thereof in The Cherokee Tribune, having general circulation in Cherokee County, Georgia, and being the publication in which Sheriff's advertisements for said County are now published once a week for four weeks prior to said sale, to-wit: on December 9, 2011, December 16, 2011, December 23, 2011 and December 30, 2011 and said advertisement in all respects complied with the requirements of the power of sale contained in said Deed to Secure Debt and Security Agreement. Said sale was made for the purpose of paying the indebtedness due to the said East West Bank, secured by said Deed to Secure Debt and Security Agreement, and the expenses of the sale all of which was mature and payable because of default in the payment of the Deed to Secure Debt and Security Agreement dated November 18, 2005, secured by said Deed to Secure Debt and Security Agreement.

NOW, THEREFORE, the said East West Bank, acting under and by virtue of the power of sale contained in said Deed to Secure Debt and Security Agreement, for and in consideration of Two Hundred Seventy Four Thousand and No/100 (\$274,000.00) Dollars cash, for said lands by virtue of the public sale aforesaid, and in consideration of the facts hereinbefore recited, has bargained, sold and conveyed, and does hereby bargain, sell and convey unto said East West Bank, the following described property:

All that tract or parcel of land lying and being in Land Lot 840 of the 5th District, 2nd Section, Cherokee County, Georgia, containing 6.14 acres according to a boundary survey for Laverne Ledbetter dated August 7, 2002, prepared by Winkle Land Surveying, P.C., David E. Mitchell, G.R.L.S. 2665, said tract being more particularly described as according to said survey as follows:

Beginning at a point located at the intersection of the northeasterly right of way line of Georgia Highway No. 20 (100' R/W) with the westerly right of way line of Old Mill Road (50' R/W) and run thence along said right of way line of Georgia Highway No. 20, north 44 degrees 16 minutes 00 seconds west a distance of 192.51 feet to a point; continuing along said right of way line, run thence north 43 degrees 42 minutes 35 seconds west a distance of 291.43 feet to a point; continuing along said right of way line, run thence north 43 degrees 54 minutes 25 seconds west a distance of 130.66 feet to a point; leaving the aforesaid right of way line, run thence north 03 degrees 09 minutes 45 seconds east a distance of 577.39 feet to a point (said point also being located south 45 degrees 03 minutes 55 seconds east a distance of 1254.65 feet from an iron pin set at the common corner to Land Lots 816, 817, 840 and 841); run thence south 45 degrees 05 minutes 55 seconds east a distance of 594.61 feet to a point marked by an iron pin set located on the westerly right of way line of Old Mill Road; run thence along said right of way line of Old Mill Road, south 01 degree 18 minutes 25 seconds east a distance of 241.71 feet to a point; continuing along said right of way line, run thence south 04 degrees 40 minutes 25 seconds west a distance of 280.66 feet to a point; continuing along said right of way line, run thence south 06 degrees 47 minutes 50 seconds west a distance of 78.61 feet to a point located at the intersection of the aforesaid right of way line with the northeasterly right of way line of Georgia Highway No. 20, said point being the true place or point of beginning -0021002-002

TO HAVE AND TO HOLD the said described property for East West Bank, in fee simple. It is the purpose and intent of this instrument to convey all of the right, title, equity and interest of said Direct Mortgage Lenders Corporation, its legal representatives, heirs and assigns, and all persons whosoever claiming under them and in and to said lands.

The notice of foreclosure sale as required by Georgia law in the form of a copy of the Notice of Sale Under Power submitted to the publisher was provided to Borrower at least thirty (30) days prior to the foreclosure sale date.

IN WITNESS WHEREOF, the said East West Bank, has hereunto executed this Deed and affixed its seal and delivered this instrument the day and year first above written.

Sworn to and subscribed in the presence of:

East West Bank, as Attorney in Fact for Direct Mortgage Leaders Corporation

Linda Chan
WITNESS

BY: Dennis Lee
Dennis Lee

[Signature]
NOTARY PUBLIC

Its: SVP and Senior Deputy General Counsel [SEAL]



COPY

State of California
County of California

Subscribed and sworn to (or affirmed) before me on this 10th
day of January, 2012, by Dennis Lee and Linda Chen

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature

A handwritten signature in black ink, appearing to be "DL", written over a horizontal line.

COPY

SCHEDULE B

1. All matters subsequent to the effective date of this certificate.
2. The names of persons and or businesses as they appear in the chain of title and as they are furnished to the examiner.
3. Matters affecting the title which are not of record, of if they are of record are not indexed in such a manner that a reasonably prudent search would have revealed to the examiner.
4. Such state of facts as would be disclosed from a current and accurate survey of such property.
5. Title to that portion of the property within the bounds of any public road, highway, alley, and or right of way.
6. Encroachments.
7. The riparian rights of abutting owners on any stream, creek, or river running through or adjacent to the premises.
8. Adverse claims of tenants in possession.
9. All zoning laws, ordinances, or regulations, municipal or county, and all governmental regulations of the use and occupancy of premises described, including the regulations or condemnation of the land or any building or structure thereon.
10. Taxes not due and payable as of the date of this certificate.
11. Unrecorded claims of liens which have not been properly placed of record.
12. Street improvement liens which have not been properly placed of record.
13. Past due water bills and sewer bills.
14. Pay as you enter water and sewer lines which will be payable upon connection.
15. Title to equipment, fixtures, and appliances attached to the described property and encumbrances thereon.
16. Violation of Regulation Z of the Truth in Lending Act affecting marketability of title to the described property.
17. Violation of environmental protection statutes and or regulations affecting the subject property.
18. Municipal, state and county tax files and subsequent assignments or transfers which are filed outside the chain of title to subject property.

CONTINUED

SCHEDULE B CONTINUED

19. Free and clear of loan deeds, please inquire.

20. The execution as contained in Deed Under Power of Sale to East West Bank filed January 13, 2012 and recorded in Deed Book 11665, page 498 should be corrected to show proper corporate authority. The deed is executed by one officer without a corporate seal.

21. The legal description as contained in the following deeds reference the property to be in Land Lot 840 only:

- Deed Under Power of Sale to East West Bank filed January 13, 2012 in Deed Book 11665, page 498;
- Deed to Secure Debt and Security Agreement from Ki R. Chung to The Summit National Bank filed November 22, 2005 in Deed Book 8373, page 271;
- Deed Under Power of Sale to Direct Mortgage Lenders Corporation filed March 11, 2008 in Deed Book 10113, page 347;
- Deed to Secure Debt from Ki R. Chang to Direct Mortgage Lenders Corporation dated August 9, 2007 filed October 1, 2007 in Deed Book 9864, page 381; and
- Limited Warranty Deed from Laveme Ledbetter to Ki R. Chang dated November 18, 2005 and recorded in Deed Book 8373, page 267.

The plat of survey for Cherokee County by Charles R. Mitchell dated April 13, 2012 shows the property to be in Land Lots 840 and 889.

22. No certification as to the exact amount of acreage.

23. All matters as shown on plat for Cherokee County by Charles R. Mitchell dated April 13, 2012.

24. Right of Way Easements to Sawnee Electric Membership Corporation:

- Dated October 13, 1963 in Deed Book 71, page 113;
- Dated May 29, 1969 in Deed Book 101, page 223;
- Dated November 5, 1984 in Deed Book 426, page 322;
- Dated June 29, 1988 in Deed Book 721, page 456; and
- Dated June 29, 1988 in Deed Book 721, page 457.

25. 2011 state and county taxes are paid in the original amount of \$1,619.62 as well as all prior years; Parcel No. 03N22-008; 6.14 acres.

Deed Book **11170** Pg **148**
Filed and Recorded 10/15/2010 11:20:34 AM
28-2010-027402

Return to:
The Wachter Law Firm
a Professional Corporation
106 Hammond Drive NE
Atlanta, Georgia 30328

Patty Baker
Clerk of Superior Court Cherokee City, GA

Please cross reference
Deed Book 8255 PG 342
Deed Book 8373 PG 271

**ASSIGNMENT AND ENDORSEMENT OF
PROMISSORY NOTES AND DEEDS TO SECURE DEBT AND
SECURITY AGREEMENT**

For value received, FDIC, as Receiver of United Commercial Bank of San Francisco, CA, as successor in interest to The Summit National Bank, has this day transferred, sold, assigned, conveyed and set over to East West Bank, whose address is 4360 Chamblee-Dunwoody Road, Atlanta, Georgia 30341, as Assignee, their successors, representatives and assigns, all its right, title, and interest in and to that certain promissory note and Deed to Secure Debt and Security Agreement from Ki. R. Chung, dated September 30, 2005, recorded October 5, 2005 at Deed Book 8255, Page 342, Cherokee County, Georgia Records and that certain promissory note and Deed to Secure Debt and Security Agreement from Ki. R. Chung, dated November 18, 2005, recorded November 22, 2005 at Deed Book 8373, Page 271, Cherokee County, Georgia Records

The Assignor herein has this day sold and assigned to the Assignee herein, without recourse, the promissory notes secured by said Deed to Secure Debt and Security Agreements and this transfer is made to secure the Assignee, its successors, representatives and assigns, in the payment of said promissory note.

In Witness Whereof, the Assignor has hereunto set its hand and seal(s) this 12th day of October, 2010.

Signed, sealed and delivered
in the presence of:

FDIC, as Receiver of United Commercial Bank of San Francisco CA, as successor in interest to The Summit National Bank

Kinder Chen
Unofficial Witness

Dora Lau
By: Dora Lau, as attorney in fact for the FDIC as Receiver of United Commercial Bank, as successor in interest to the Summit National Bank

[Signature]
Notary Public

FOR BK 11170 PG 144

(SEAL)



24
24 AFTER RECORDING, RETURN TO:
Michael J. Hay, Esq.
ANDERSEN, TATE, MAHAFFEY & MCGARITY, P.C.
Post Office Box 2000
1505 Lakes Parkway, Suite 100
Lawrenceville, Georgia 30046-2000
File #18793.70013 (WP)

DEED TO SECURE DEBT AND SECURITY AGREEMENT

THIS INDENTURE (hereinafter sometimes referred to as the "Security Deed" or "Deed to Secure Debt and Security Agreement"), made as of the 18th day of November, 2005, by and between **KI R. CHUNG** (hereinafter called "Grantor"), with an address of 21 Spyglass Court, Hightstown, New Jersey 08520, and **THE SUMMIT NATIONAL BANK** (hereinafter called "Grantee"), with an address of 2540 Pleasant Hill Road, Duluth, Georgia 30097;

WITNESSETH:

That for and in consideration of the sum of ONE HUNDRED AND NO/100THS DOLLARS (\$100.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Grantor hereinafter set forth, Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, all of the following described land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances (hereinafter collectively referred to as the "Property"):

(a) All that certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes owned by Grantor and attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, building supplies and materials, books and records, chattels, inventory, accounts, consumer goods, general intangibles and personal property of every kind and nature whatsoever owned by Grantor and now or hereafter located in, on or about, or used or intended to be used with or in connection with the

use, operation or enjoyment of the Land and the improvements located from time to time thereon, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions or proceeds from a permitted sale of any of the foregoing, all tradenames, trademarks, servicemarks, logos, and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land and the improvements located thereon or any part thereof and are now or hereafter acquired by Grantor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Security Deed. The location of the above-described collateral is also the location of the Land.

(c) All building materials, fixtures, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, construction of the buildings and improvements upon the Land and which are now or hereafter owned by Grantor;

(d) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof or appurtenant to the title to the Land, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor; and

(e) All income, rents, issues, profits and revenues of the Property from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Grantor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as an equity, of Grantor in and to the same; reserving only the right to Grantor to collect the same so long as an Event of Default has not occurred hereunder.

TOGETHER WITH all and singular the rights, tenements, hereditaments, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Property hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor, including but not limited to, all rents, profits, issues and revenues of the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving only the right to Grantor to collect the same for its own account so long as Grantor is not in default hereunder.

Deed Book **10113** Pg **347**
Filed and Recorded 3/11/2008 10:09:36 AM

Transfer Tax \$0.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Brochstein & Bantley, P.C.
11 Piedmont Center NE, Suite 350
Atlanta, GA 30305-1738

STATE OF GEORGIA
COUNTY OF FULTON

DEED UNDER POWER OF SALE

THIS INDENTURE, made this 6th day of March, 2008, by **KI R. CHUNG** (hereinafter referred to as "Borrower"), acting through **DIRECT MORTGAGE LENDERS CORPORATION**, duly appointed agent and attorney-in-fact, (hereinafter referred to as "Lender"), as party of the first part, and **DIRECT MORTGAGE LENDERS CORPORATION** (hereinafter referred to as "Purchaser") as party of the second part;

WITNESSETH:

WHEREAS, Borrower executed and delivered to Lender that certain Deed to Secure Debt from Ki R. Chung, dated August 9, 2007, filed for record October 1, 2007, and recorded in Deed Book 9864, Page 381, Cherokee County, Georgia Records, said Deed to Secure Debt having been given to secure the guaranty of a Note dated August 9, 2007, in the original principal sum of One Million One Hundred Thousand and no/100 Dollars (\$1,100,000.00); and

WHEREAS, default under the Note occurred and by reason of such default Lender elected, pursuant to the terms of the Security Deed and Note, to declare the entire principal and interest immediately due and payable; and

WHEREAS, said entire indebtedness still being in default, Lender, on behalf of Borrower, and according to the terms of the Security Deed, did advertise said property for sale once a week for four weeks in a newspaper in Cherokee County, Georgia, wherein the Sheriff carried his advertisement, namely *The Cherokee Tribune*, said dates of publication being February 8, 2008, February 15, 2008, February 22, 2008 and February 29, 2008; and

WHEREAS, Lender, as attorney-in-fact for Borrower, did expose said property for sale at public outcry to the highest bidder for cash on the first Tuesday in March, 2008, within the legal hours of sale at the usual place for conducting Sheriff's sales in Cherokee County before the Courthouse door at Canton, Georgia, in said county, at which said party of the second part was

the highest and best bidder at and for the sum of Five Hundred Ninety Six Thousand Two Hundred Ninety Nine and 92/100 Dollars (\$596,299.92) cash, and said property was then and there knocked off and sold for said sum.

NOW, THEREFORE, for and in consideration of the foregoing premises and said sum of money and by virtue of and in the exercise of the power of sale contained in the Security Deed, the party of the first part has bargained, sold, granted and conveyed, and by these presents does hereby bargain, sell, grant and convey to the party of the second part, its successors, representatives, heirs and assigns the property described on Exhibit "A" attached hereto and incorporated herein by reference.

Together with all and singular the rights, members and appurtenances thereto appertaining; also, all the estate, right, title, interest, claim or demand of Borrower, Borrower's representatives, heirs, successors and assigns, legal, equitable or otherwise whatsoever, in and to the same.

TO HAVE AND TO HOLD the said premises and every part thereof unto said party of the second part, its representatives, heirs, successors and assigns, to its own proper use, benefit and behoof in FEE SIMPLE, in as full and ample a manner as Borrower or Borrower's representatives, heirs, successors or assigns did hold and enjoy the same.

IN WITNESS WHEREOF, Lender, as Agent and Attorney-in-Fact for Borrower, has hereunto affixed its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Direct Mortgage Lenders Corporation, as Attorney-in-Fact for Ki R. Chang

By: [Signature]
Its: President/CEO

[Signature]
Unofficial Witness

[Signature]
Notary Public

NOTARY SEAL
My Commission Expires:
3-12-10



EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 840 of the 3rd District, 2nd Section, Cherokee County, Georgia containing 6.14 acres according to a boundary survey for Laverne Ledbetter dated August 7, 2002 prepared by Wikle Lane Surveying, P.C., David E. Mitchell, G.R.L.S. 2665, said tract being more particularly described as follows:

Beginning at a point located at the intersection of the northeasterly right of way line of Georgia Highway No. 20 (100 foot right of way) with the westerly right of way line of Old Mill Road (50 foot right of way), and run thence along said right of way line of Georgia Highway No. 20 North 44 degrees 16 minutes 00 seconds west a distance of 192.51 feet to a point; continuing along said right of way line, thence North 43 degrees 42 minutes 35 seconds west a distance of 291.43 feet to a point; continuing along said right of way line, thence North 43 degrees 54 minutes 25 seconds west a distance of 130.66 feet to a point; leaving the aforesaid right of way line, thence North 03 degrees 09 minutes 45 seconds east a distance of 577.39 feet to a point (said point also being located South 45 degrees 05 minutes 55 seconds east a distance of 1254.65 feet from an iron pin set at the common corner of Land Lots 816, 817, 840 and 841); thence South 45 degrees 05 minutes 55 seconds east a distance of 594.61 feet to a point marked by an iron pin set located on the westerly right of way line of Old Mill Road; run thence along said right of way line of Old Mill Road South 01 degrees 18 minutes 25 seconds east a distance of 241.71 feet to a point; continuing along said right of way line, thence South 04 degrees 40 minutes 25 seconds west a distance of 280.66 feet to a point; continuing along said right of way line thence South 06 degrees 47 minutes 50 seconds west a distance of 78.61 feet to a point located at the intersection of the aforesaid right of way line with the northeasterly right of way line of Georgia Highway No. 20, said point being the TRUE PLACE OR POINT OF BEGINNING.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lots 965 and 980 of the 3rd District, 2nd Section, Cherokee County, Georgia, being more particularly described as Tracts 2 and 3 as shown on a plat for David M. McBee and Frankle A. McBee, prepared by Jerry Thacker & Associates, dated March 31, 1981, said plat being incorporated herein by reference thereto and being more particularly described as follows:

BEGINNING at the point of intersection of the Northeast right of way of Georgia Highway No. 20 (having a 100 foot right of way at this point) with the Land Lot line dividing Land Lots 965 and 980; thence leaving said right of way North 88 degrees 53 minutes 46 seconds east along said land lot line a distance of 41.64 feet to a point; thence leaving said land lot line North 20 degrees 17 minutes 24 seconds east 167.80 feet to a point; thence North 76 degrees 44 minutes 49 seconds east a distance of 210.00 feet to a point; thence South 01 degrees 48 minutes 54 seconds west 200.70 feet to a point located on the South line of Land Lot 965; thence South 88 degrees 53 minutes 46 seconds west along the south line of Land Lot 965 a distance of 48.04 feet to an iron pin located at a fence line; thence leaving said land lot line South 29 degrees 35 minutes 20 seconds west along said fence line a distance of 121.00 feet to an iron pin located on the Northeast right of way of Georgia Highway No. 20; thence running a Northwesterly direction along the Northeasterly right of way of Georgia Highway No. 20 the following courses and distances; North 61 degrees 10 minutes 51 seconds west 102.28 feet, North 60 degrees 19 minutes 16 seconds west 112.82 feet to the point of intersection of the Northeast right of way of Georgia Highway No. 20 with the land lot line dividing Land Lots 965 and 980, said point being the True Point of Beginning.

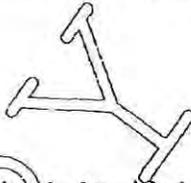
TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 965 of the 3rd District, 2nd Section, Cherokee County, Georgia and being a portion of original Land Lot No. 965 as shown on a plat for David M. McBee and Frankle A. McBee, prepared by Jerry Thacker and Associates, dated March 31, 1981, said plat being incorporated herein by reference thereto and being more particularly described as follows:

TO ASCERTAIN the beginning point of the property herein conveyed begin in the original Southeast corner of Land Lot 965; thence along the original land lot line on the South side of the Land Lot No. 965 South 88 degrees 53 minutes 46 seconds west 90 feet to the beginning point of the property herein conveyed; thence continuing along the original land lot line of the South side of Land Lot No. 965 a distance of 204.79 feet to a point; thence North 01 degrees 48 minutes 54 seconds east a distance of 200.70 feet to an iron pin; thence South 76 degrees 44 minutes 49 seconds west a distance of 210.00 feet to an iron pin; thence North 20 degrees 17 minutes 24 seconds east a distance of 142.23 feet to an iron pin; thence North 19 degrees 38 minutes 23 seconds east a distance of 125.87 feet to an iron pin; thence North 21 degrees 44 minutes 09 seconds east a distance of 174.09 feet to an iron pin; thence North 22 degrees 00 minutes 34 seconds

east a distance of 211.91 feet to an iron pin; said iron pin being located in the centerline of a ditch; thence along the centerline of said ditch the following courses and distances; South 47 degrees 04 minutes 40 seconds east a distance of 109.36 feet to an iron pin; thence South 49 degrees 34 minutes 13 seconds east a distance of 176.56 feet to an iron pin; thence South 42 degrees 01 minutes 20 second east a distance of 76.70 feet to an iron pin, said iron pin being located on the original line of the east side of Land Lot No. 965; thence along the original land lot line on the East side of Land Lot No. 965 South 00 degrees 01 minutes 06 seconds west a distance of 147.71 feet to an iron pin; thence leaving the aforesaid land lot line North 82 degrees 22 minutes 24 seconds west, a distance of 70.32 feet to an iron pin; thence South 74 degrees 02 minutes 46 seconds west a distance of 154.94 feet to an iron pin; thence South 18 degrees 26 minutes 41 seconds west a distance of 101.83 feet to an iron pin; thence South 05 degrees 52 minutes 58 seconds east, a distance of 181.89 feet to an iron pin; thence South 76 degrees 06 minutes 02 seconds east a distance of 138.14 feet to an iron pin; thence South 00 degrees 55 minutes 29 seconds west a distance of 14.81 feet to an iron pin; thence South 00 degrees 55 minutes 29 seconds west a distance of 6.19 feet to the point of beginning.

TOGETHER WITH:



All that tract or parcel of land lying and being in Land Lot 965 of the 3rd District, 2nd Section of Cherokee County, Georgia, being more particularly described as Tract No. 4 on a plat for David M. McBee and Frankle A. McBee, prepared by Jerry Thacker & Associates, dated March 31, 1981, said plat being incorporated herein by reference thereto and being more particularly described as follows:

BEGINNING at the point of intersection of the Northeast right of way of Georgia Highway No. 20 (having a 100 foot right of way at this point) with the South line of Land Lot 965, the same being the North line of Land lot 980; thence running in a Northwesterly direction along the Northeasterly right of way of Georgia Highway No. 20 the following courses and distances: North 56 degrees 58 minutes west 44.32 feet; North 52 degrees 34 minutes 09 seconds west 144.30 feet; North 49 degrees 43 minutes 26 seconds west 189.39 feet to an iron pin located on the Southeast side of a driveway; thence leaving said right of way North 20 degrees 33 minutes 26 seconds east a distance of 634.79 feet to an iron pin located on the southwest line of that property now or formerly owned by Randell

Edwards; thence South 52 degrees 44 minutes 23 seconds east along a fence line a distance of 121.07 feet to a point; thence South 51 degrees 45 minutes 46 seconds east 87.49 feet to a point; thence South 51 degrees 45 minutes 46 seconds east a distance of 209.0 feet to an iron pin; thence South 21 degrees 44 minutes 09 seconds east a distance of 174.09 feet; thence South 19 degrees 38 minutes 23 seconds west 125.87 feet; thence South 20 degrees 17 minutes 24 seconds west 142.23 feet; thence South 23 degrees 17 minutes 24 seconds west 167.80 feet to a point located on the South line of Land Lot 965 (said point being located at the centerline of a driveway); thence South 88 degrees 53 minutes 46 seconds west along the South line of Land Lot 965 a distance of 41.64 feet to the point of intersection of the South line of Land Lot 965 with the Northeast right of way of Georgia Highway 20, said point being the point of beginning.

LESS AND EXCEPT part of Tract 4 as shown per plat recorded at Plat Book 46, Page 15, Cherokee County Records, being subject to and together with Rights of Access to use gravel drive per plat.

COPY

AFTER RECORDING, RETURN TO:

4
Michael J. Hay, Esq.
ANDERSEN, TATE, MAHAFFEY & MCGARITY, P.C.
Post Office Box 2000
Lawrenceville, Georgia 30046
File #18793.70013 (WP)

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF GWINNETT

THIS INDENTURE, Made this 18th day of November 2005, between

LAVERNE LEDBETTER

as party or parties of the first part, hereinafter called Grantor, and

KI R. CHUNG

as parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 840 of the 3rd District, 2nd Section, Cherokee County, Georgia, as more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

Said property is conveyed subject to the permitted title exceptions as described on Exhibit "B" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor.

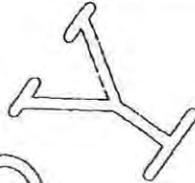
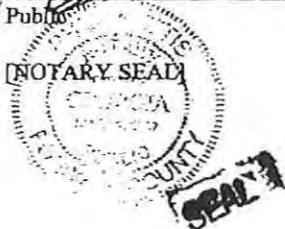
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Martha L. Wickmore
Unofficial Witness

Laverne Ledbetter (SEAL)
LAVERNE LEDBETTER

[Signature]
Notary Public



G:\ADT\Clients\Summit National Bank\Chung, Ki R\Purchase of Hwy 20 and Old 3671 Road, Cherokee County\Sale Docs\Limited Warranty Deed.doc

COPY

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 840 of the 3rd District 2nd Section, Cherokee County, Georgia, containing 6.14 acres according to a boundary survey for Lavene Ledbetter dated August 7, 2002 prepared by Wikle Land Surveying, P.C., David E. Mitchell, G.R.L.S 2665, said tract being more particularly described as according said survey as follows:

Beginning at a point located at the intersection of the northeasterly right of way line of Georgia Highway No. 20 (100' R/W) with the westerly right of way line of Old Mill Road (50' R/W), and run thence along said right of way line of Georgia Highway No. 20 North 44 degrees 16 minutes 00 seconds West a distance of 192.51 feet to a point; continuing along said right of way line, run thence North 43 degrees 42 minutes 35 seconds West a distance of 291.43 feet to a point; continuing along said right of way line, run thence North 43 degrees 54 minutes 25 seconds West a distance of 130.66 feet to a point; leaving the aforesaid right of way line, run thence North 03 degrees 09 minutes 45 seconds East a distance of 577.39 feet to a point (said point also being located South 45 degrees 05 minutes 55 seconds East a distance of 1254.65 feet from an iron pin set at the common corner to Land Lots 816, 817, 840 and 841); run thence South 45 degrees 05 minutes 55 seconds East a distance of 594.61 feet to a point marked by an iron pin set located on the westerly right of line of Old Mill Road; run thence along said right of way line of Old Mill Road South 01 degrees 18 minutes 25 seconds East a distance of 241.71 feet to a point; continuing along said right of way line, run thence South 04 degrees 40 minutes 25 seconds West a distance of 280.66 feet a point; continuing along said right of way line, run thence South 06 degrees 47 minutes 50 seconds West a distance of 78.61 feet to a point located at the intersection of the aforesaid right of way line with the northeasterly right of way line of Georgia Highway No. 20, said point being the TRUE PLACE OR POINT OF BEGINNING.

COPIES

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All general and special taxes and assessments for the year 2006 and subsequent years, liens not yet due and payable.
2. Right-of-Way easement from Quay Lathem to Sawnee Electric Membership Corporation, dated October 13, 1963, recorded in Deed Book 71, Page 113, Cherokee County, Georgia records.
3. Right-of-Way easement from Quay Lathem to Sawnee Electric Membership Corporation, dated May 29, 1969, recorded in Deed Book 101, Page 223, aforesaid records.
4. Right-of-Way easement from Quay Lathem to Sawnee Electric Membership Corporation, dated November 5, 1984, recorded in Deed Book 426, Page 323, aforesaid records.
5. Right-of-Way easement from Laverne Ledbetter to Sawnee Electric Membership Corporation, dated June 29, 1988, recorded in Deed Book 721, Page 456, aforesaid records.
6. Right-of-Way easement from Laverne Ledbetter to Sawnee Electric Membership Corporation, dated June 29, 1988, recorded in Deed Book 721, Page 457, aforesaid records.

COPIES

Cherokee County, Georgia
Agenda Request

2.6

SUBJECT: Intergovernmental Agreement: Woodstock Ridgewalk Pkwy MEETING DATE: May 1, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider approval of intergovernmental agreement between Cherokee County and the City of Woodstock for improvements to Ridgewalk Parkway as reviewed and recommended by the County Attorney.

FACTS AND ISSUES:

1. The City desires to conduct certain road improvements (the "Work," described in Exhibit "A," attached hereto and incorporated herein by reference) on a portion of Ridgewalk Parkway within the incorporated territory of the City;
2. The Work will facilitate the eventual development by Horizon Atlanta Outlet Shoppes, LLC ("Developer") of a new outlet mall (the "Development") east of I-575 on Ridgewalk Parkway in Cherokee County;
3. The Development is expected to result in significant economic development both in the City and in the unincorporated portion of Cherokee County;
4. It is estimated that Cherokee County will receive \$886,000 in additional tax collections as a result of the Development during the first year of operation of the Development and \$24.8 million in additional tax collections as a result of the Development during the first twenty (20) years of operation of the Development;
5. The City intends to contribute \$1.3 million to the cost of the Work;
6. Developer intends to pay in excess of \$700,000.00 (the "Developer Payment") towards the cost of the Work;
7. The City has requested Cherokee County to contribute \$700,000.00 (the "County Payment") towards the cost of the Work;

BUDGET:

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

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

Contract Approval Required: Yes No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

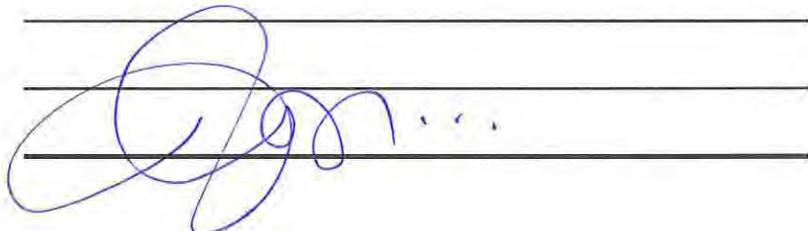
Approve intergovernmental agreement with the City of Woodstock.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN CHEROKEE
COUNTY AND THE CITY OF WOODSTOCK, GEORGIA REGARDING
IMPROVEMENTS TO RIDGEWALK PARKWAY**

THIS AGREEMENT, (hereinafter referred to as the "Agreement"), made this ____ day of May, 2012 by and between the **CITY OF WOODSTOCK, GEORGIA** (hereinafter referred to as the "City") and **CHEROKEE COUNTY, GEORGIA** (hereinafter referred to as "Cherokee County");

W I T N E S S E T H:

WHEREAS, the City desires to conduct certain road improvements (the "Work," described in Exhibit "A," attached hereto and incorporated herein by reference) on a portion of Ridgewalk Parkway within the incorporated territory of the City;

WHEREAS, the Work will facilitate the eventual development by Atlanta Outlet Shoppes, LLC ("Developer") of a new outlet mall (the "Development") east of I-575 on Ridgewalk Parkway in Cherokee County;

WHEREAS, the Development is expected to result in significant economic development both in the City and in the unincorporated portion of Cherokee County;

WHEREAS, it is estimated that Cherokee County will receive \$886,000 in additional tax collections as a result of the Development during the first year of operation of the Development and \$24.8 million in additional tax collections as a result of the Development during the first twenty (20) years of operation of the Development;

WHEREAS, the City intends to contribute \$1.3 million to the cost of the Work;

WHEREAS, Developer intends to pay in excess of \$700,000.00 (the "Developer Payment") towards the cost of the Work;

WHEREAS, the City has requested Cherokee County to contribute \$700,000.00 (the "County Payment") towards the cost of the Work;

WHEREAS, Cherokee County is willing to contribute the County Payment towards the cost of the Work, contingent upon Developer's payment to the contractors completing the

Work in at least the amount of the Developer Payment and the City's payment to the contractors completing the Work in at least the amount of \$300,000.00 (the "City Payment");

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts; and

WHEREAS, the parties thus desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the amount of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

1.

CHEROKEE COUNTY'S CONTRIBUTION TO COST OF WORK

Cherokee County shall remit to the City the County Payment towards the cost of the Work within thirty (30) days of Cherokee County's receipt of written notice from the City that the Developer Payment has been made to the contractors completing the Work, that the City Payment has been made to the contractors completing the Work, and that the Work for which payment was made has been completed in accordance with the agreements between the Developer and the City. Cherokee County's obligation to make the County Payment to the City shall be contingent upon: 1) the Developer Payment as required herein; 2) the City Payment as required herein; 3) confirmation from the City that the Work for which payment was made has been completed in accordance with the agreements between the Developer and the City; and 4) provision of written notice of verification of the aforementioned four (4) items to Cherokee County from the City. Cherokee County shall have no obligation whatsoever under this Agreement unless and until Cherokee County receives written notice from the City of the Developer Payment as set forth herein.

2.

RESPONSIBILITY FOR THE WORK

The City agrees and understands that Cherokee County shall have no responsibility for or involvement in any portion of the design, permitting, or performance of the Work, nor shall Cherokee County have any responsibility for the maintenance of any portion of Ridgewalk Parkway located within the corporate limits of the City. The City agrees and understands that

Cherokee County's sole involvement in the Work is its financial contribution to the Work in the form of the County Payment. The City hereby releases Cherokee County and its elected and appointed officials, agents, employees, and attorneys (the "County Parties") from any claims, past, present or future, known or unknown, that exist or may hereafter arise regarding the Work, and the City covenants not to sue Cherokee County or the County Parties or otherwise make any claim against Cherokee County or the County Parties regarding any aspect of the Work.

3.

TERM; TERMINATION

The term of this Agreement shall run for fifty (50) years from the date of execution.

4.

ASSIGNMENT OR TRANSFER

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

5.

NOTICES

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

City of Woodstock:

Attn: Mayor
12453 Highway 92
Woodstock, Georgia 30188

Cherokee County:

Attn: Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

6.

HOLD HARMLESS

The City does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless Cherokee County and the County Parties from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the performance of the Work, any deficiencies in the Work, and/or any other claims regarding the Work now or in the future, provided that the City's obligation to indemnify and hold harmless Cherokee County shall not be applicable regarding any claim arising from the sole negligence of Cherokee County related to the Work.

7.

ENTIRE AGREEMENT

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

8.

AUTHORITY TO ENTER INTO AGREEMENT

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

9.

NO THIRD PARTY RIGHTS

Except with respect to the Developer, this Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability,

reimbursement, cause of action, or other right. Developer shall be a third party beneficiary of this Agreement solely to the extent of Cherokee County's obligation to make the County Payment as set forth herein.

10.

SEVERABILITY

Should any article(s) or section(s), or any part thereof, of this Agreement later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the greatest extent possible.

11.

GENERAL PROVISIONS OF THIS AGREEMENT

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

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

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

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

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

IN WITNESS WHEREOF, the City and Cherokee County, acting pursuant to and in conformity with their respective procedures and acting by and through their duly authorized representatives, have caused these presents to be executed all as of the Date Hereof.

As to the City, executed in
the presence of:

CITY OF WOODSTOCK, GEORGIA

Witness

Donnie Henriques, Mayor

As to Cherokee County, executed in
the presence of:

CHEROKEE COUNTY

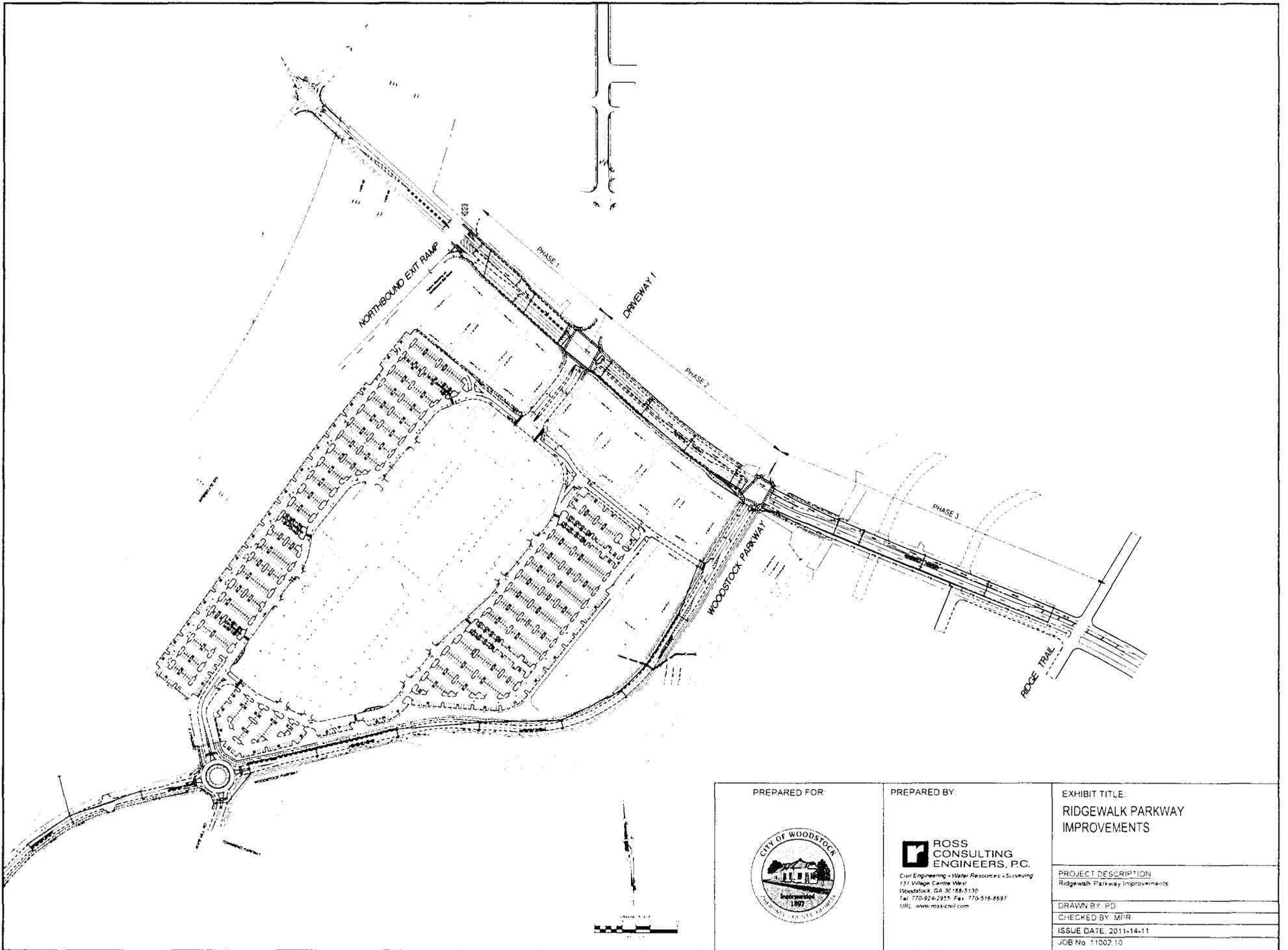
Witness

L. B. Ahrens, Jr., Chairman

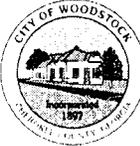
Exhibit A

Intergovernmental Agreement between Cherokee County and City of Woodstock, Georgia

For the purposes of this Agreement, "Work" means the engineering, design, site preparation, demolition, permitting and construction, of the (a) relocated Woodstock Parkway on the Property and (b) the improvements to Ridgewalk Parkway, including, without limitation, utility installations (excluding the fiber optic cable of Charter Communications), relocation of existing force main, fire hydrants, storm water detention systems, excavation and disposal of fill material, underground foundation systems (retaining walls), street improvements, sidewalks, on street parking, curb and gutter, traffic signals, street lighting, street trees, landscaping and construction management with respect to the improvements to be developed on the Property and within the current right of way of Ridgewalk Parkway in accordance with the concept road plans developed by Ross Consulting Engineers, P.C., Exhibit Title, Ridgewalk Parkway Improvements, dated November 14, 2011 consisting of one page, as depicted on **Exhibit "D"** (hereinafter referred to as the "Concept Road Plan," included in this Exhibit A) to that certain Agreement for the Sale and Purchase of Real Estate by and between Horizon Atlanta Outlet Shoppes, LLC and City of Woodstock, Georgia (hereinafter referred to as the "Agreement") which Concept Road Plan is hereby incorporated by this reference. However, with the agreement of the Purchaser, the water line or lines may not be relocated and may be placed within an easement on the Seller's property, on adjacent property with an easement approved by the Purchaser or on the Swap Property with an agreed upon easement. The Concept Road Plan shows the Work broken into phases for the completion of the portion of the Work as follows: (a) the Woodstock Parkway relocation portion as shown on the Concept Plan, (b) Phase 1 of the Ridgewalk Parkway portion which are the improvements from Interstate 575 exit ramp to the to be constructed entrance at the eastern curb return of Driveway 1 as shown on the Concept Plan, (c) Phase 2 of the Ridgewalk Parkway portion which are the improvements from the to be constructed entrance at the eastern curb return of Driveway 1 as shown on the Concept Plan to the to be constructed eastern curb return of the to be constructed new Woodstock Parkway intersection with Ridgewalk Parkway as shown on the Concept Plan and (d) Phase 3 of the Ridgewalk Parkway portion which are the improvements from the to be constructed eastern curb return of the to be constructed new Woodstock Parkway intersection with Ridgewalk Parkway as shown on the Concept Plan to the eastern curb return of Ridge Trail as shown on the Concept Plan.



PREPARED FOR



CITY OF WOODSTOCK
 INCORPORATED 1897
 WOODSTOCK, GA

PREPARED BY



ROSS CONSULTING ENGINEERS, P.C.
 Civil Engineering • Water Resources • Surveying
 131 Village Centre West
 Woodstock, GA 30188-5130
 Tel: 770-924-2955 Fax: 770-516-8597
 URL: www.ross-civil.com

EXHIBIT TITLE: RIDGEWALK PARKWAY IMPROVEMENTS
PROJECT DESCRIPTION Ridgewalk Parkway Improvements
DRAWN BY: PD
CHECKED BY: MPR
ISSUE DATE: 2011-14-11
JOB No. 11002.10