

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

June 5, 2012

3:00 p.m.

Cherokee Hall

NOTE: Called meeting of the Resource Recovery Development Authority (RRDA) will proceed the Work Session beginning at 3:00 p.m.

AGENDA

1. Presentation of Etowah Community Land Development Standards by Jeff Watkins.
2. Announcement of recent award presented by **Safe Kids of Georgia** for "Lead Agency of the Year" and recognition of Captain Chad Arp for his efforts and leadership by Fire Chief Tim Prather.
3. Presentation of April financials by Janelle Funk.
4. Discussion of Regular Agenda Items.

Executive Session to Follow

Christy Black

From: Jeff Watkins
Sent: Monday, May 14, 2012 4:15 PM
To: Jerry Cooper; Board Of Commissioners (all commissioners only)
Cc: Patrick Clark; Christy Black
Subject: FW: Etowah
Attachments: ET-Community-Standards_3-7-2012.pdf

Chairman Ahrens and Commissioners:

I have attached to this email a document from Mr. Patrick Clark, VP of Newland Communities and General Manager of the Etowah project in Cherokee County. This is the old Blue Green project of 2,500+ acres along the Etowah River. As you may be aware, the project has been through a few plan changes, the latest one was to reduce the number of residential lots to 1,800. Since that time the staff has worked with Patrick and his staff to create the document attached hereto as the tool for all involved to develop, regulate and enforce the provisions of the zoning as well as to create a unique project that conforms to the tenants of the Habitat Conservation Plan (HCP), provides the County with a 15 acre park, river access, compensation to the school board and sewer infrastructure that will serve this basin.

- Project Residential Capacity: 1800 homes
- Commercial Area: 15 acres
- Open Space: 40%
- Public access to 150 acre nature park with nature trails along the Etowah River with public access from Creighton Road
- A 15 acre recreation site to be donated to Cherokee County
- Compensation agreement was executed between Cherokee County School Board and the Property Owners
- Cost sharing with CCSWA for a regional lift station

As you may not be aware, typically PUD's have generally not had a great deal of detail by which the staff can use to regulate the development and permit the buildings and sites. Often, we have a voluminous set of conditions to wade through that attempt to put in writing regulations to guide the development of the product. This document goes well beyond giving a standard set of setbacks but rather is a Code that will survive the life of the project and beyond. It uses graphics to illustrate exactly what the end product will be, identifies how all the elements fit together and provides a blueprint for the development of the project.

I would like to schedule the presentation of this document before the BOC at the June 5th Work Session. I have attached the document here for you to review. Should you desire a printed copy please let me know and we shall make them for you. Patrick and his team will be there on the 5th to describe for you the project and this document.

Thank you for your time and consideration.

Jeff Watkins

Patrick D. Clark
Vice President, General Manager

Newland Communities
7004 Lake Sterling Boulevard
Flowery Branch, GA 30542
T. 770.967.9777
F. 770.967.9895
Skype-patrick.clark427
pclark@newlandco.com
www.newlandcommunities.com
NEWLAND®

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ETOWAH

CHEROKEE COUNTY, GEORGIA

Submitted to:
CHEROKEE COUNTY, GA
As an Addendum to PUD
CASE# 2004-R-133

Prepared by:
NEWLAND COMMUNITIES

Version 2.0
November 5, 2008



ETOWAH COMMUNITY LAND DEVELOPMENT STANDARDS

Owner: Newland Communities
Duluth, GA

Consultants: UrbanGreen
San Francisco, CA

Reece, Hoopes and Fincher
Atlanta, GA

Rochester Engineering
Atlanta, GA

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ETOWAH COMMUNITY VISION

The community of Etowah is comprised of 1,363 acres of highly topographic upland forest, with 2.5 miles of direct frontage along the Etowah River. Located in the eastern portion of Cherokee County, Georgia, the project offers a wonderful opportunity to create a highly livable community set gently into the natural features of the site.

Etowah is entitled for 1800 homes and 15 acres of community serving commercial development. The master plan for Etowah provides for a diversity of housing and lifestyle types – small cottages, townhomes, mid to larger single family homes to unique offerings such as live-work homes and ‘treehouses’. Etowah will be anchored by a community focus that serves both a gathering place and community amenity. The program includes a naturalistic park, swim and recreation facilities, trails along the Etowah River, all complimented by a small village Main Street. The master plan and phasing of the development define an emphasis on the connection of the village fabric to the River. Weaving environmental stewardship with, traditional neighborhood planning principles is at the core, the community focus.

During the visioning of the community, Newland Communities sought to establish seven planning principles to guide the vision and design of this community. They are:

1. Pervasive sense of Nature
2. Obvious community
3. Intentional connection to the River
4. Multi-layered diversity of lifestyles and market segments
5. Precedent-based Etowah derived architectural and community design
6. Institute the community ethos of stewardship
7. Unyielding execution.

The crafting of the master plan for Etowah was executed in concert with the requirements of the Habitat Conservation Plan to provide stewardship and protection of the sensitive environmental areas resulting from the floodplain of the Etowah River and its tributaries. Responding to protecting these areas, the footprint of the development area has been compacted to preserve greater amount of open space. Neighborhood streets and lanes will follow the natural terrain retaining the unique topography of the site while limiting the impact of development. The construct of streets, sidewalks, building setbacks, lot size, open space and vehicular access will insure a comfortable and safe environment for residents and visitors while reducing impervious surface area.

The 15 acres of potential commercial use has been delineated on the master plan in two unique village centers, one at the convergence of Main Street and the Etowah River Park and the second village center will be located along Highway 372. The focus of the Main Street village will be to provide residents and visitors to the basic daily goods and services such as a café and small store, central mail pick-up, a visitor center, and fitness center. We have intentionally sited 4 live work units along the block to allow residents the opportunities to establish their business in Etowah. The Village node along Highway 372 will serve the larger community within Cherokee County providing more broad convenience goods. It is planned to have a grocery store anchor and basic retail services along with the opportunities for office.

This code of development and accompanying master plan will enable the creation of a unique community along the Etowah River in Cherokee County.

A. DOCUMENT PURPOSE & INTENT

1.0 Document Purpose and Intent

The following document is an addendum to the existing Planned Urban Development Zoning classification established for the Etowah assemblage in 1991 with subsequent modifications in 2004 and 2006. This document will guide the character, form and scale for the Etowah Community.

The first part of the document describes the intent of the master plan as it relates to neighborhood structure and incorporation of the Habitat Conservation Plan. The second part of the document prescribes the code of development by which each phase or neighborhood of the development will be approved for preliminary and final plats under the current zoning standards. To facilitate the natural evolution of the Etowah Community, this code provides for the flexibility necessary to adapt to the natural terrain of the site as well as changing needs in lifestyles and the market place.

2.0 Use of Document

The intent of this document is that it is used by Cherokee County in reviewing preliminary and final plat submissions made by the master developer of Etowah. The standards contained in this document establish critical neighborhood design, engineering and character issues such as:

- Permitted uses and locations
- Thoroughfare standards and design
- Lot sizes
- Stormwater management
- Building setbacks
- Building heights
- Signage

This document addresses each of these character issues as they relate to their location within the community reflecting the allowable land uses and density patterns. This is further described in Section D, The Transect. To the greatest extent possible, the transect definitions prescribed within this document have been modified to fit the site terrain, phasing requirements and market research.

3.0 General Standards and Requirements

Etowah will be developed in a series of neighborhood phases over a projected period of 10-12 years. Neighborhoods or subsets of a neighborhood, will be presented to Cherokee County in a series of preliminary and final plats. The neighborhoods will be consistent with the overall Etowah Master Plan presented in 2006 to the Cherokee County Board of Supervisors.

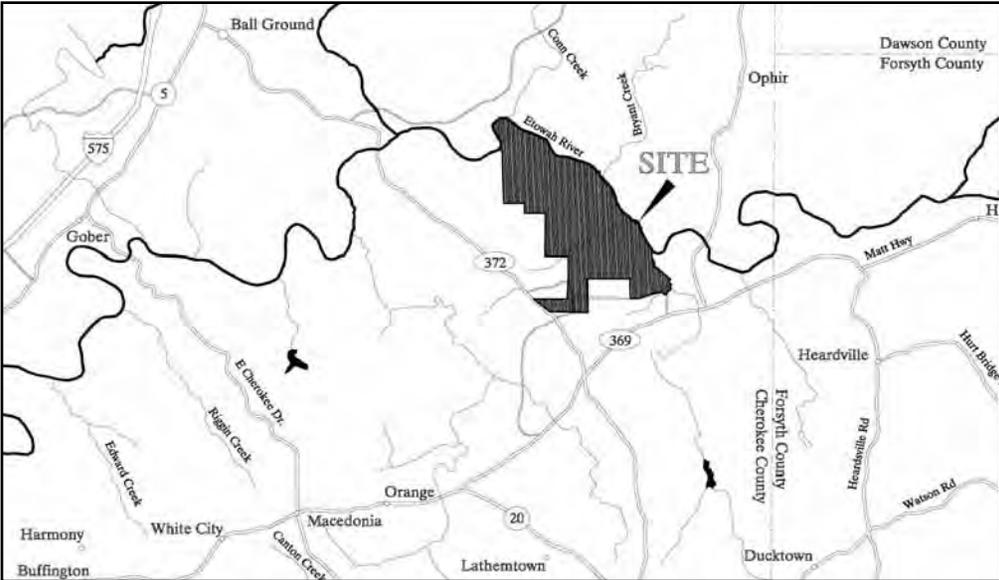
4.0 Ownership of Land

The Etowah Community consists of 1,363 acres held in ownership by JGLW Properties, LLC

5.0 Location

The Etowah tract is located in Cherokee County near the intersection of Highways 372 (Ballground Road) and 369 (Hightower Road). The site enjoys approximately 2.5 miles of direct frontage on the Etowah River.

6.0 Phasing



Etowah is envisioned to be developed in a series of neighborhoods over the next 10-12 years. The neighborhood an potential neighborhood subsets will sized and presented to Cherokee County based on market demand, ability of the neighborhood to supply the type of homes being reflected by the market, and the need to balance home supply issues with development issues such as grading, infrastructure phasing, stormwater management and environment management.

B. EXISTING ZONING

Zoning: Planned Urban Development

The Etowah Community was approved for a Planned Urban Development (PUD) zoning designation in 1990 with the Presley/Bluegreen case #90-09-018.

There were two subsequent zoning resolutions, 1991-R-14 and 2004-R-133. A revised master plan for the community was presented to the Cherokee County Board of Supervisors in 2006.

Key Zoning Conditions:

Project Density: 1800 homes

Commercial Area: 15 acres

Open Space: 40%

Public access to 150 acre nature park with nature trails along the Etowah River with public access from Creighton Road

A 15 acre recreation site to be donated to Cherokee County

Compensation agreement was executed between Cherokee County School Board and the Property Owners

Cost sharing with CCSWA for a regional lift station



C. MASTER PLAN

ETOWAH COMMUNITY MASTER PLAN

The Etowah community master plan is crafted to provide traditional planning principles within a topographically challenged site, while connecting residents and visitors to the Etowah River. The project team studied numerous small towns within the Atlanta region as precedents for development. Our construct for the community was to define the neighborhoods by a 5 minute walk were the site allows and within the defined neighborhood provide for a community amenity space, a civic structure or defined public green. The plan also seeks to distribute the allowed commercial into 2 unique village centers providing for daily goods and services within the Main Street Village and a more broad convenience goods and services location serving more of Cherokee County.

With the neighborhood centers defined the plan then seeks to apply the transect methodology as crafted by Duany Plater-Zyberk (DPZ). The translation for Etowah being that there should be a gradation in development intensity, radiating out from the neighborhood centers to the ridges and valleys of Etowah. The next layer in the crafting of the plan was to provide for more compact development in the neighborhood centers which allows for greater preservation of the unique natural habitats and sensitive environmental features found within the site.

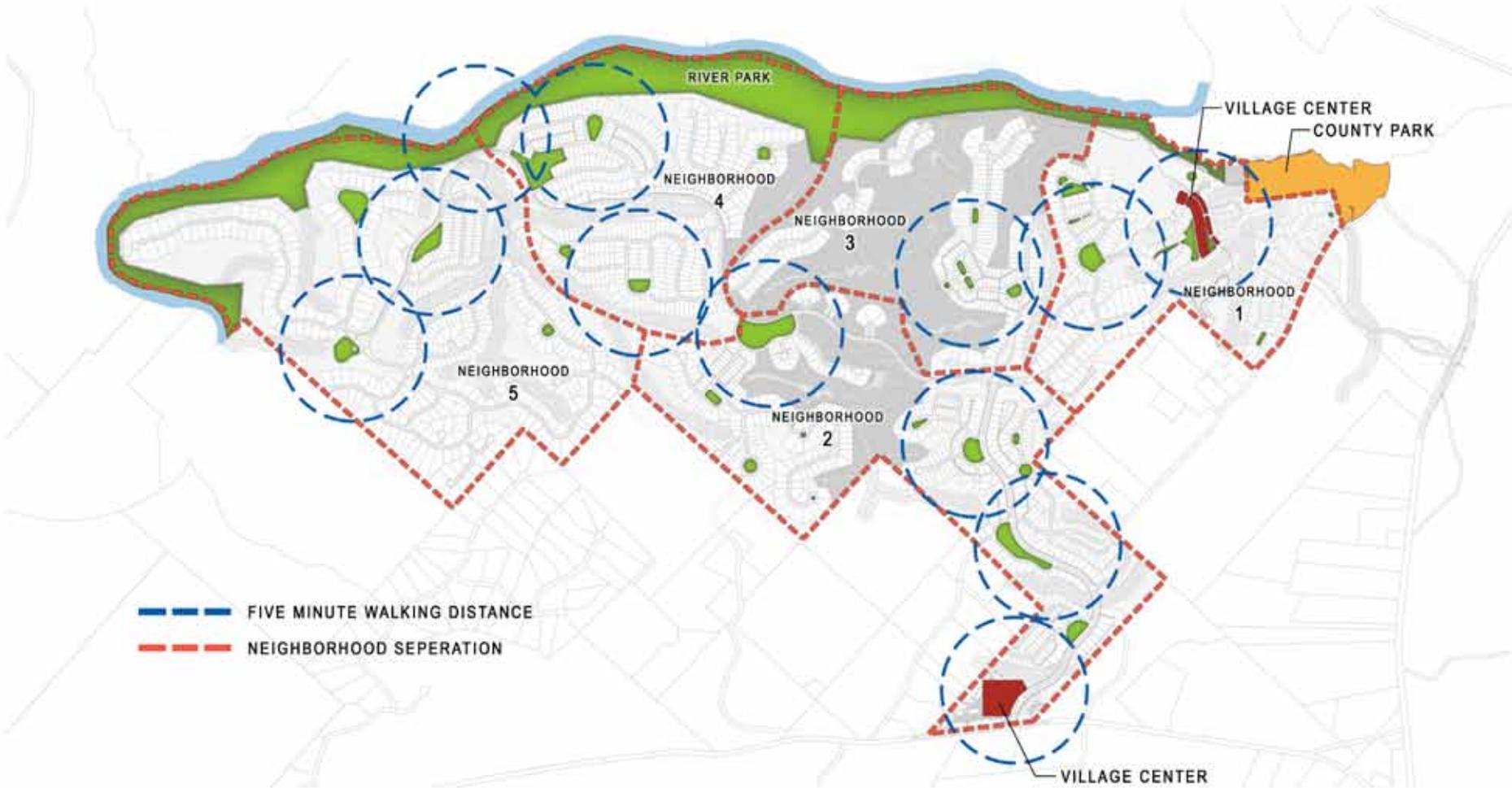
The five neighborhoods defined also begin to describe the phasing of the project with Neighborhood 1 being the first phase to be developed. Neighborhood 1 allows for the County park and the Etowah River trail to be accessed through the early infrastructure work. It also allows for our Main Street village and core amenity package to be brought on line early in the project in order for our residents and visitors to once again access the Etowah River and potentially reduce vehicular trips by providing basic needs and services.

The following documents illustrate the neighborhood concept, defining the 5 neighborhoods and their centers, the preservation of open space and public access to parks and the Etowah River, the Transect model for the entire community, and the interpretation of how the Transect model would be applied to the first neighborhood.

MASTER PLAN



NEIGHBORHOOD DIAGRAM



OPEN SPACE



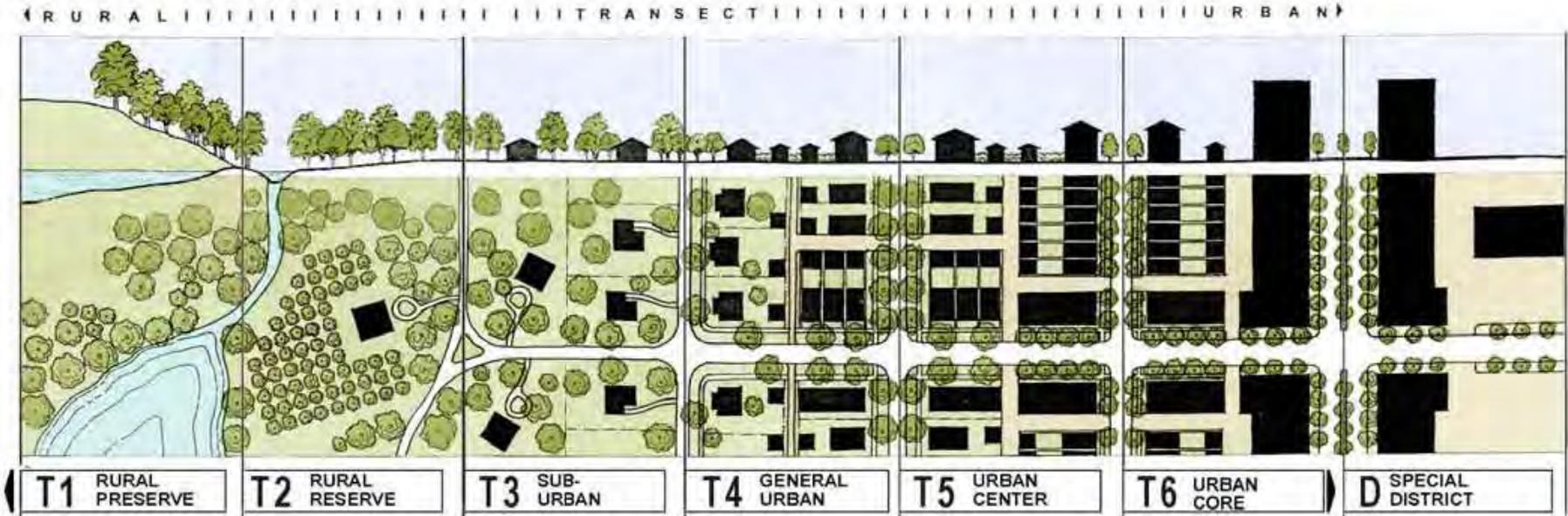


D. COMMUNITY STANDARDS

The Transect

The "Transect" is presented in this document as the chosen methodology for planning and coding the Etowah Community Development. Developed by Andres Duany and DPZ, the Transect is a categorization system that organizes all elements of the built environment on a scale from rural to urban, following the natural ecological transition from sparse coastal areas to grassy meadows to dense forest. This allows for a vibrant network of diverse zones within the community. Each of these zones addresses critical planning elements such as land use, thoroughfare standards, infrastructure, development, open space, civic uses, stormwater, and vegetation.

One of the central ideas of the Transect is that the built environment (block types, thoroughfares, sidewalks, building height, building uses, signage and lighting) responds to the category or zone that it exists in. That is, as one progresses from a rural preserve to an urban center the building forms, building uses, thoroughfare standards and civic uses respond according to the transect code in which they exist. For Etowah we have 2 "T5 Zones" which allow for a mix of retail, office and residential to exist with the building frontages brought forward and building heights increased, on-street parking and signage standards responding to this zone creating a true mixed-use village. For a "T3 Zone" the building use is restricted, the thoroughfare standards, lighting and signage standards are less intense than that of the T5 Zone or the village. And finally the "T1 Zone" is a rural preserve in which no buildings can exist and the intended use is to preserve unique and important environmental habitats. Note that the standards specified by the transect zone overlap, reflecting the successional ecozones of natural and human communities.



Etowah Transects Zone Descriptions

T1 ZONE

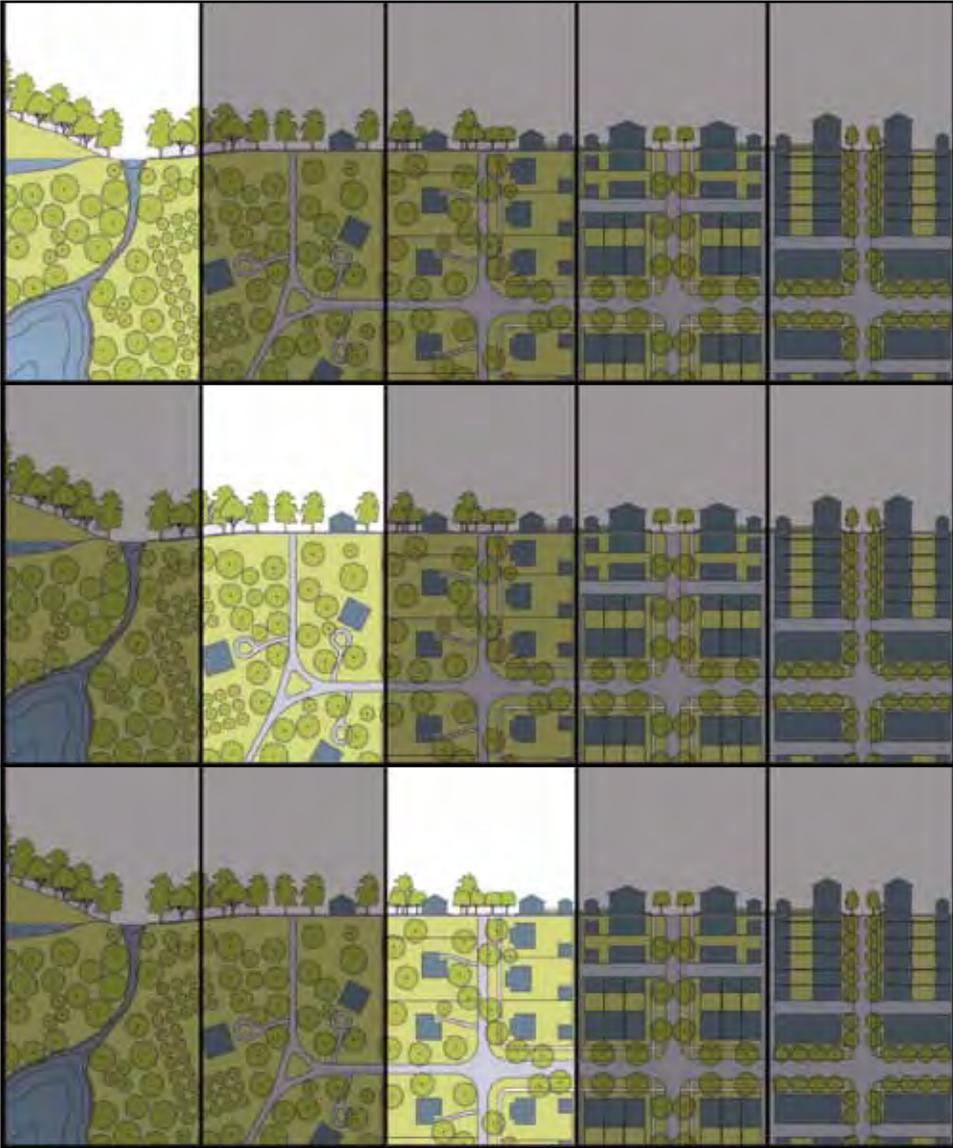
The Rural Preserve consists of lands that seek to preserve the natural flora and fauna of the site, including lands unsuitable for settlement due to topography, hydrology, or vegetation. Access to these lands will be limited to trails and building structures will be restricted to those elements that support passive park activities.

T2 ZONE

The Rural Reserve consists of lands in open or cultivated state, sparsely settled. These include woodland, agricultural land, grassland or park land. Access to these lands would be by limited vehicular traffic and trails. Allowable building structures would include civic buildings and buildings associated with park use.

T3 ZONE

The Sub-Urban zone consists of low density suburban residential uses, differing by allowing home occupations. Planting is naturalistic and setbacks relatively deep. Blocks may be large and the roads irregular to accommodate natural terrain.



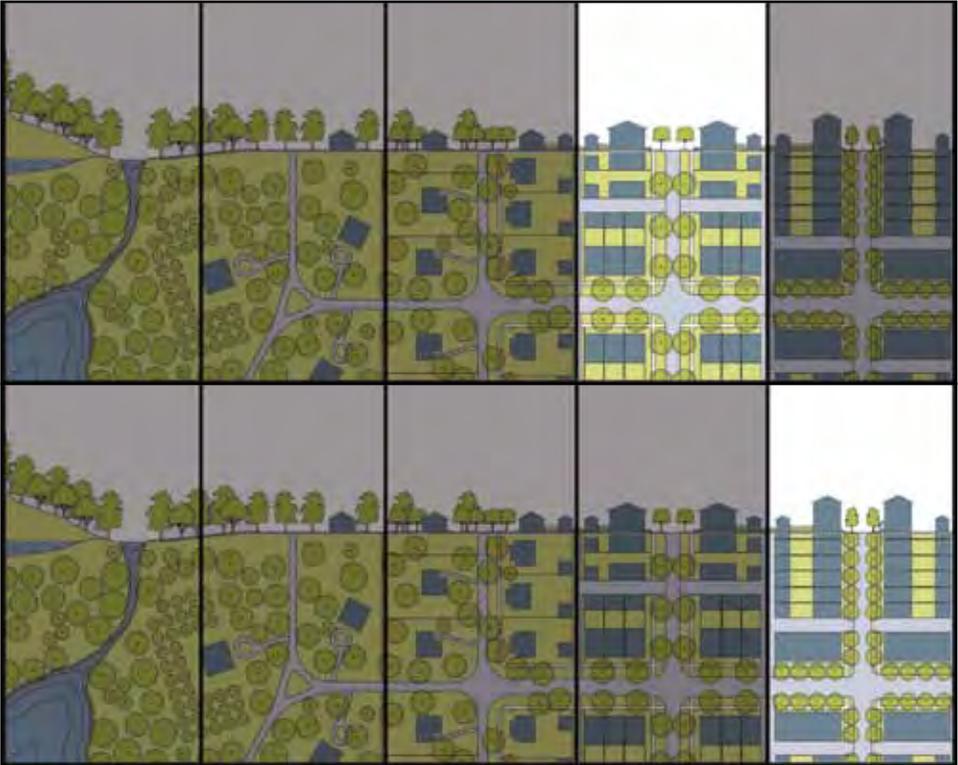
Etowah Transect Zone Descriptions (continued)

T4 ZONE

The General Urban Zone consists of a mixed-use but primarily residential urban fabric. It has a wide range of building types: single, sideyard, and rowhouses. Setbacks and landscaping are variable. Streets define medium-sized blocks.

T5 ZONE

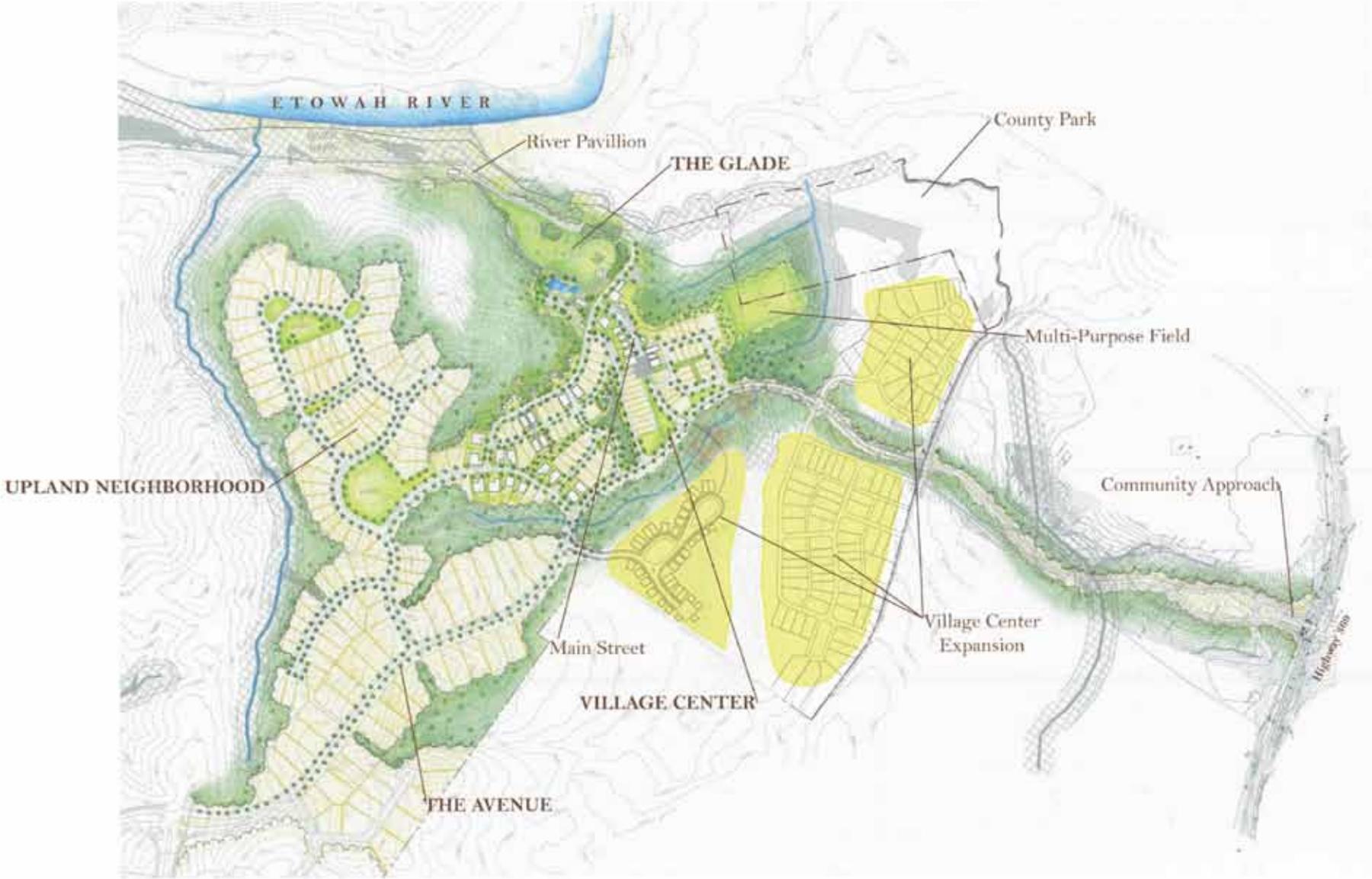
The Urban Center Zone consists of higher density mixed-use building types that accommodate retail, offices, rowhouses, and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings set close to the frontages.



TRANSECT PLAN



NEIGHBORHOOD 1 MASTER PLAN

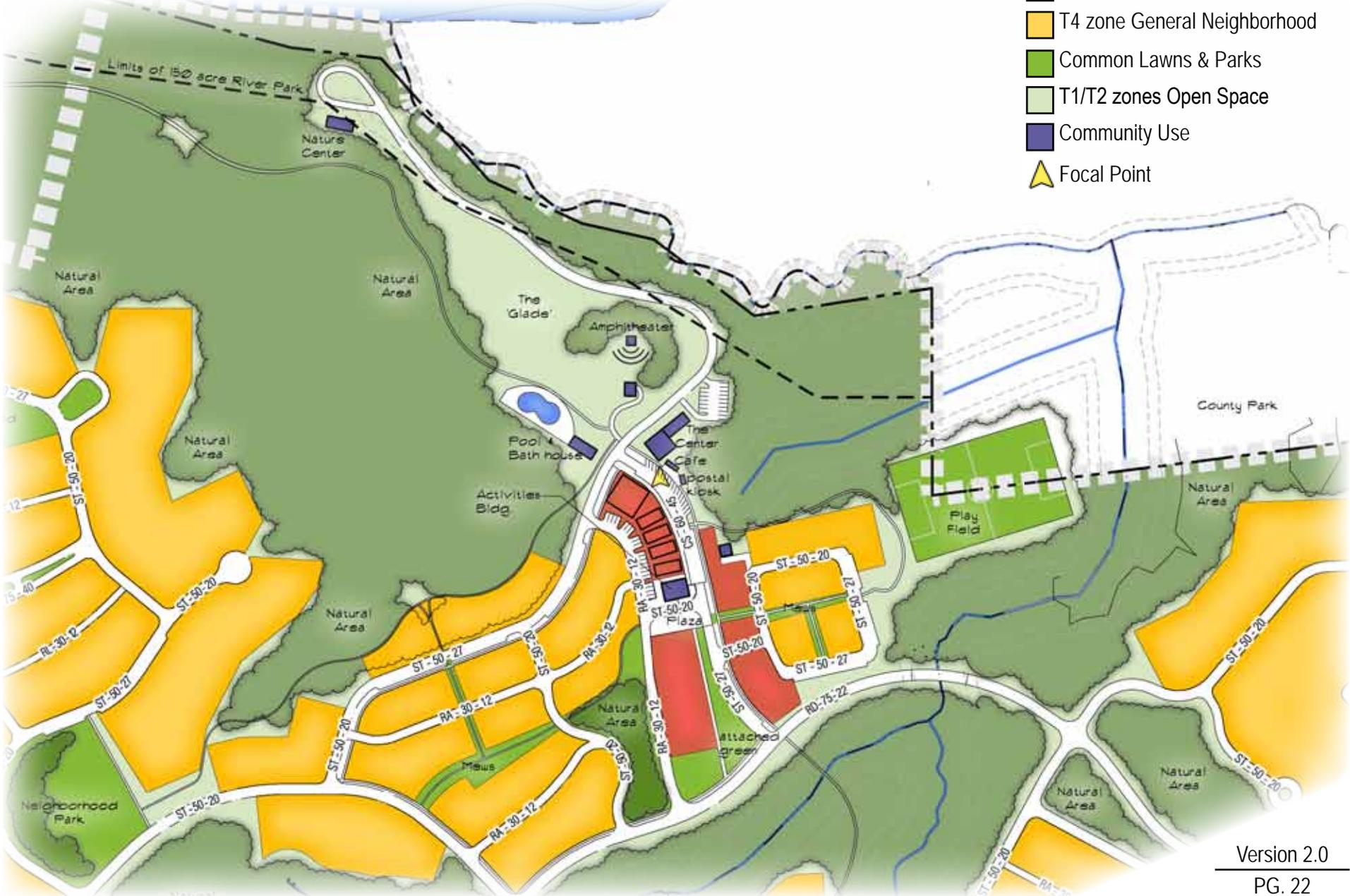


NEIGHBORHOOD 1 REGULATING PLAN

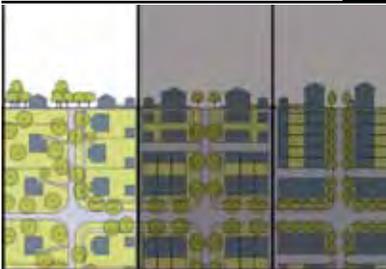


NEIGHBORHOOD 1 REGULATING PLAN (VILLAGE CENTER)

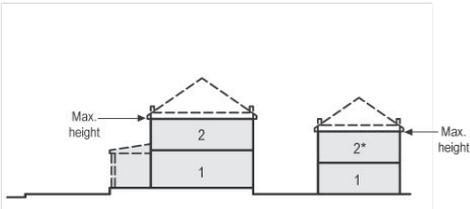
- T5 zone Village Center
- T4 zone General Neighborhood
- Common Lawns & Parks
- T1/T2 zones Open Space
- Community Use
- Focal Point



T3 NEIGHBORHOOD EDGE SUMMARY TABLE

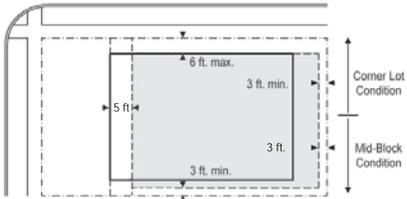


- BUILDING HEIGHT**
1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
 2. Stories may not exceed 14 ft. clear, floor to ceiling.
 3. Maximum height shall be measured to the eave or roof deck.



GARAGE & OUTBUILDING DISPOSITION

1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



BUILDING FUNCTION (see Table F-1)

a. Residential	restricted use
b. Lodging	restricted use
c. Office	prohibited
d. Retail	prohibited

BUILDING HEIGHT

a. Principal Building	3 stories max.
b. Outbuilding	2 stories max.

LOT OCCUPATION

a. Lot Width	72 ft. min
b. Lot Coverage	60% max

BUILDING DISPOSITION

a. Front Setback Principal	24 ft. min
b. Side Setback	12 ft min. (combined)
c. Rear Setback	12 ft min.
d. Frontage Buildout	

GARAGE/ OUTBUILDING DISPOSITION

a. Front Setback	5 ft. + bldg stbk
b. Side Setback	3 ft. or 6 ft.
c. Rear Setback	3 ft. or 15 ft.

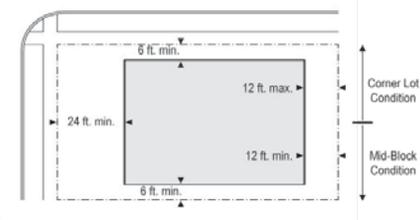
PARKING PROVISIONS

See Tables F-2

*or 15 ft. from center line of alley

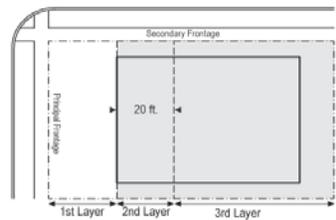
BUILDING DISPOSITION

1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Facades shall be built along the Principal Frontage to a minimum of 50% of its width of the principal frontage.

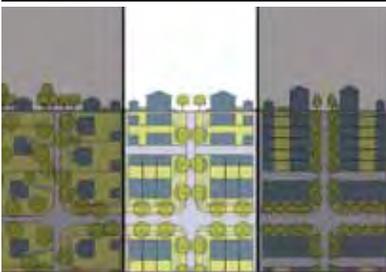


PARKING PLACEMENT

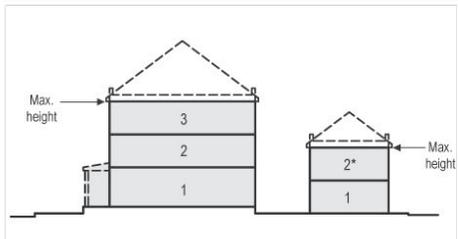
1. Uncovered parking spaces may be provided within the 1st, 2nd, or 3rd Layer as shown in the diagram (see Table G-1).
2. Covered parking shall be provided within the 2nd or 3rd Layer as shown in the diagram (see Table G-1).



T4 NEIGHBORHOOD GENERAL SUMMARY TABLE

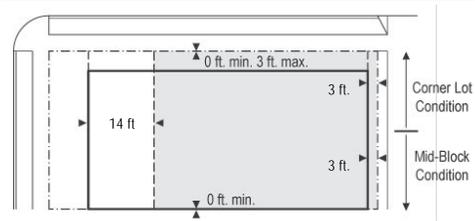


- BUILDING HEIGHT**
1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
 2. Stories may not exceed 14 ft. clear, floor to ceiling.
 3. Maximum height shall be measured to the eave or roof deck.



GARAGE & OUTBUILDING DISPOSITION

1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



BUILDING FUNCTION (see Table F-1)

a. Residential	limited use
b. Lodging	restricted use
c. Office	restricted use
d. Retail	prohibited

BUILDING HEIGHT

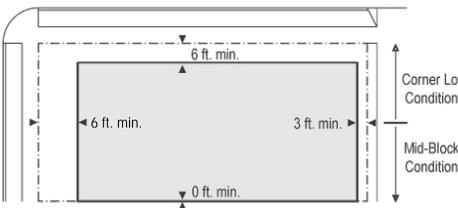
a. Principal Building	4 stories max, 1 min.
b. Outbuilding	2 stories max.

LOT OCCUPATION

a. Lot Width	24 ft min 100 ft max
b. Lot Coverage	70% max

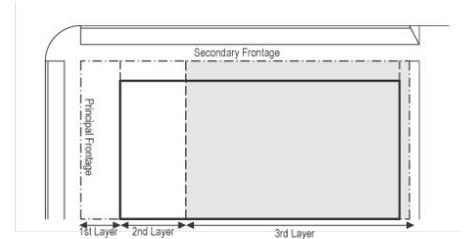
BUILDING DISPOSITION

1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Buildings shall have facades along principal frontage lines and elevations along lot lines. (see Table G-1).



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the 1st, 2nd, or 3rd Layer as shown in the diagram (see Table G-1).
2. Covered parking shall be provided within the 2nd or 3rd Layer as shown in the diagram (see Table G-1).



BUILDING DISPOSITION

a. Front Setback Principal	6 ft. min.
c. Side Setback	0 ft. min or 5' btw. structures
d. Rear Setback	3 ft. min.*
e. Frontage Buildout	

GARAGE/ OUTBUILDING DISPOSITION

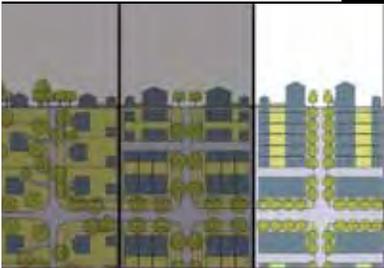
a. Front Setback	14 ft. + bldg stbck
b. Side Setback	0 ft. min. or 3 ft
c. Rear Setback	3 ft.*

PARKING PROVISIONS

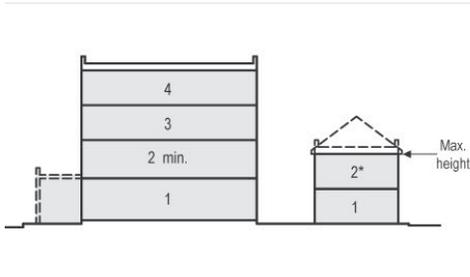
See Tables F-2

*or 15 ft. from center line of alley

T5 NEIGHBORHOOD CORE SUMMARY TABLE



- BUILDING HEIGHT**
1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
 2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, *except for a first floor Commercial function which must be a minimum of 11 ft with a maximum of 25 feet.*
 3. Maximum height shall be measured to the eave or roof deck.



BUILDING FUNCTION (see Table F-1)

a. Residential	open use
b. Lodging	open use
c. Office	open use
d. Retail	open use

BUILDING HEIGHT

a. Principal Building	6 stories max. 2 min.
b. Outbuilding	2 stories max.

LOT OCCUPATION

a. Lot Width	18 ft min 180 ft max
b. Lot Coverage	80% max

BUILDING DISPOSITION

a. Front Setback Principal	0 ft. min. 18 ft. max
b. Side Setback	0 ft. min. 24 ft. max
c. Rear Setback	3 ft. min.*
d. Frontage Buildout	70% min at setback

GARAGE/ OUTBUILDING DISPOSITION

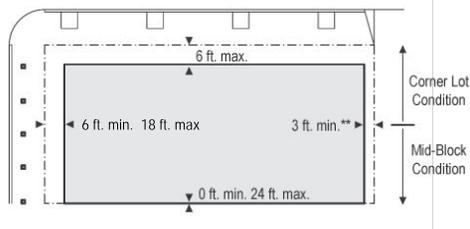
a. Front Setback	40' max from rear prop.
b. Side Setback	0 ft. min.*
c. Rear Setback	3 ft. max.

PARKING PROVISIONS

See Tables F-2

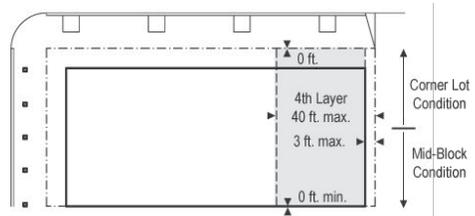
*or 15 ft. from center line of alley

- BUILDING DISPOSITION**
1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
 2. Buildings shall have facades along principal frontage lines and elevations along lot lines. (see Table G-1).



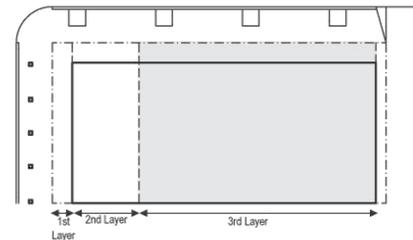
GARAGE & OUTBUILDING DISPOSITION

1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



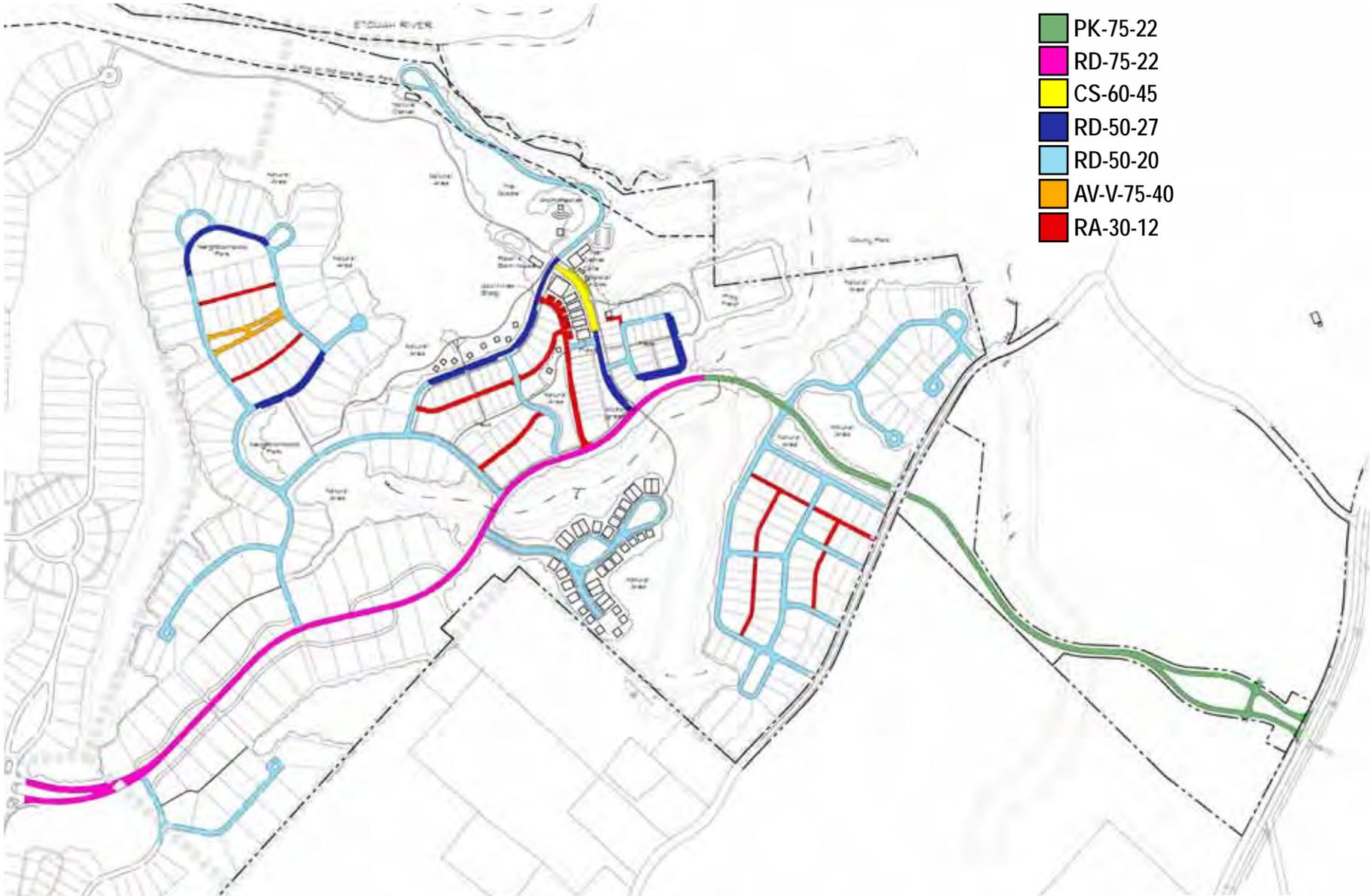
PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the 3rd Layer as shown in the diagram (see Table G-1).
2. Covered parking shall be provided within the 3rd Layer as shown in the diagram (see Table G-1).



C. STREET STANDARDS

NEIGHBORHOOD 1 ROAD TYPOLOGY PLAN

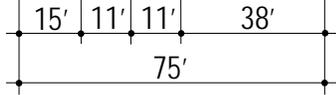
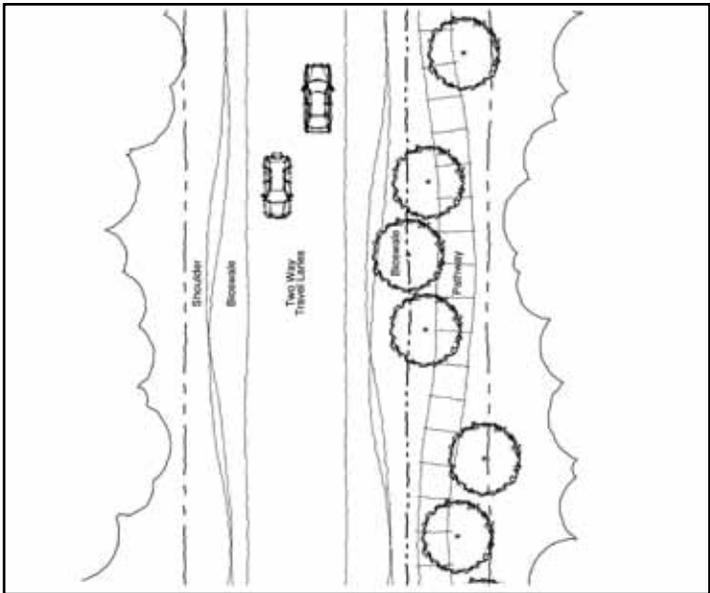


KEY

Thoroughfare Type	ST-57-20-BL
Right of Way Width	
Pavement Width	
Transportation	

THOROUGHFARE TYPES

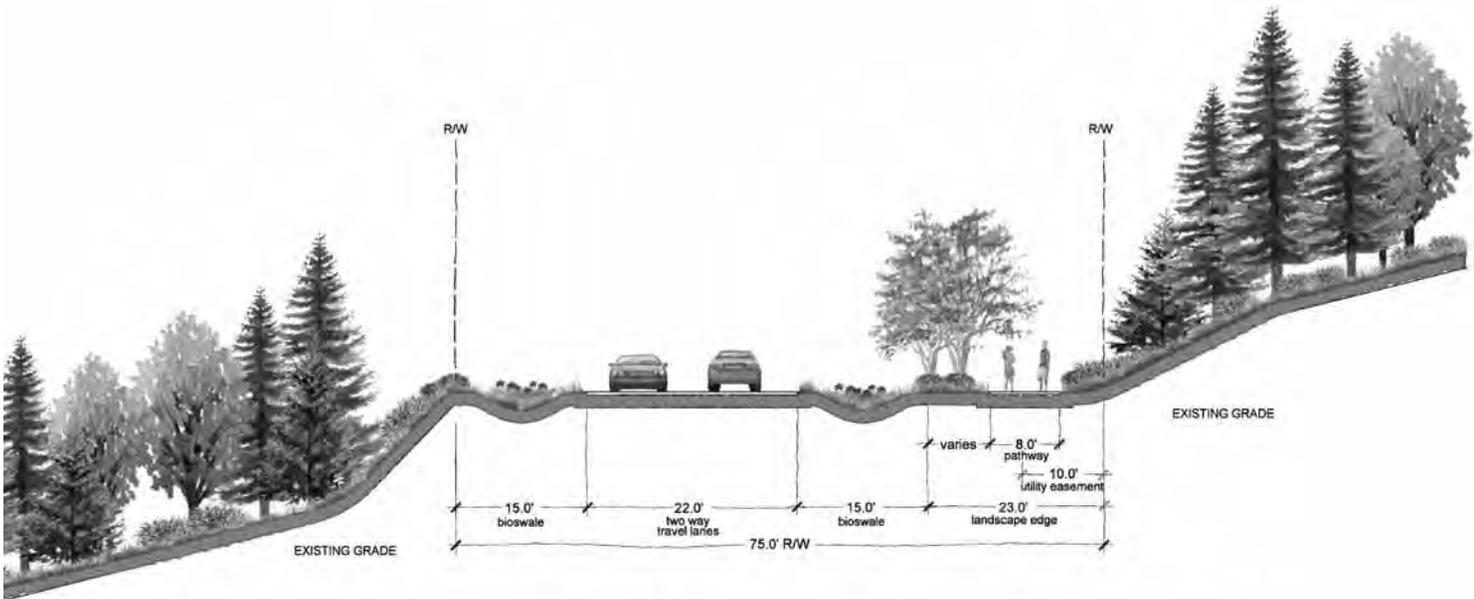
Parkway:	PK
Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR

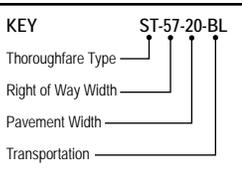


Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

PK-75-22

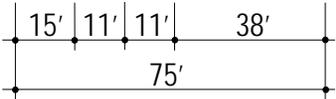
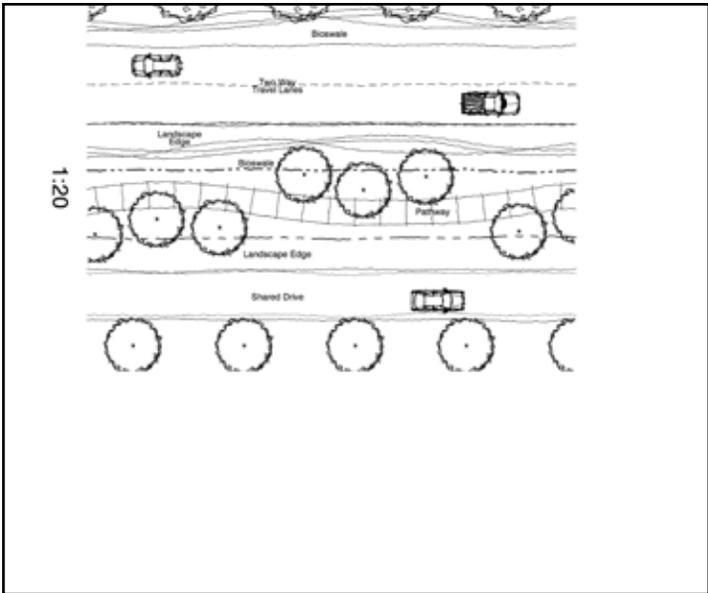
Parkway
T3
75 feet
22 feet
Free Movement
35 MPH
6 seconds
2 lanes
None
25 feet
8' Bike/ Pedestrian path
Continuous swale
Swale
Trees at 30' o.c. Avg. in disturbed areas
BT





THOROUGHFARE TYPES

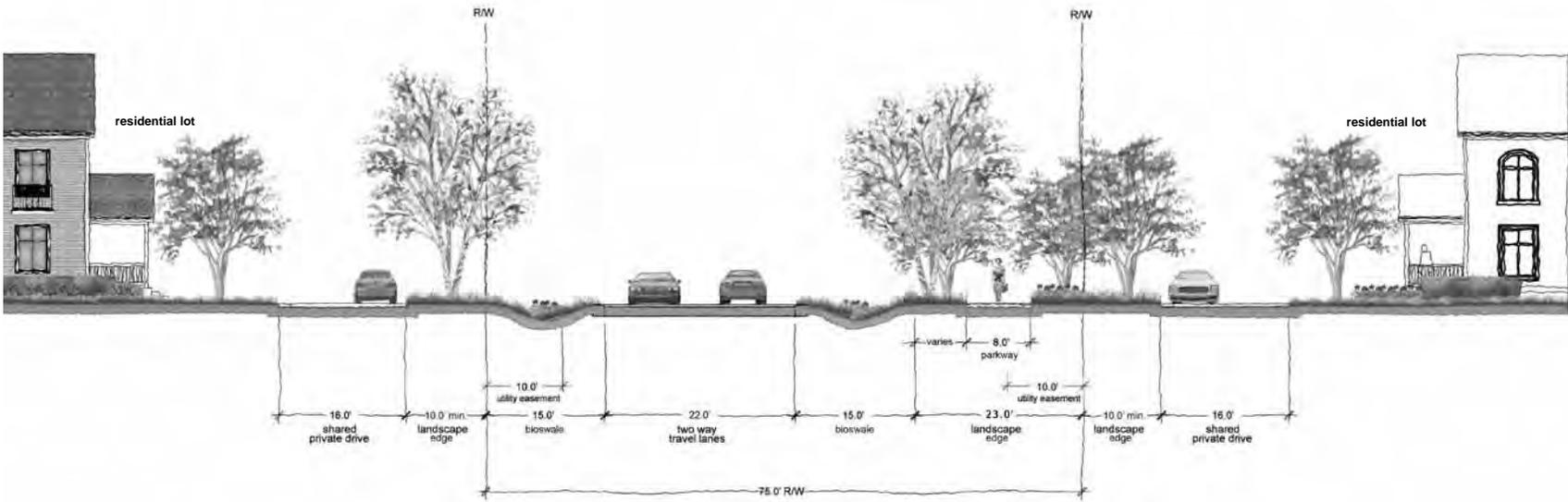
- Parkway: PK
- Highway: HW
- Boulevard: BV
- Avenue: AV
- Commercial Street: CS
- Drive: DR
- Street: ST
- Road: RD
- Rear Alley: RA
- Rear Lane: RL
- Bicycle Trail: BT
- Bicycle Lane: BL
- Bicycle Route: BR
- Path: PT
- Passage: PS
- Transit Route: TR



Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

RD-75-22

Road
T3
75 feet
22 feet
Free Movement
35 MPH
6 seconds
2 lanes
None
25 feet
8' Bike/ Pedestrian path
Continuous swale
Swale
Trees at 30' o.c. Avg. in disturbed areas
BT

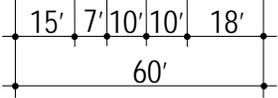
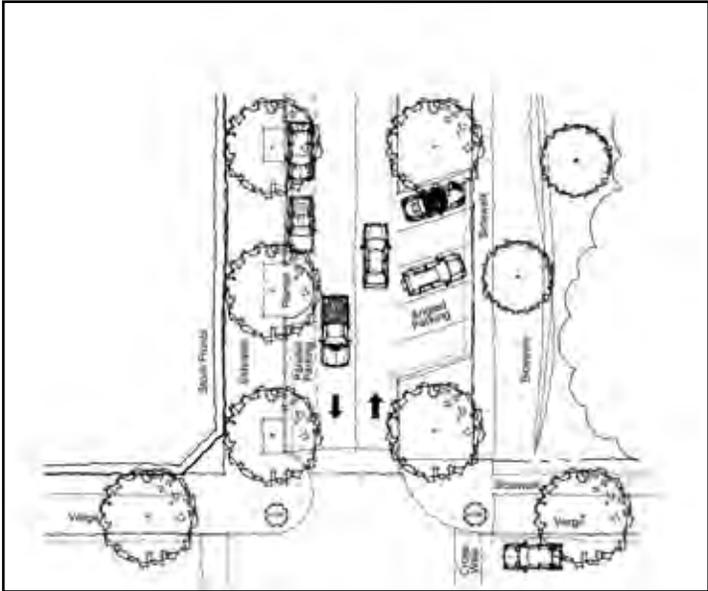


KEY

Thoroughfare Type	ST-57-20-BL
Right of Way Width	
Pavement Width	
Transportation	

THOROUGHFARE TYPES

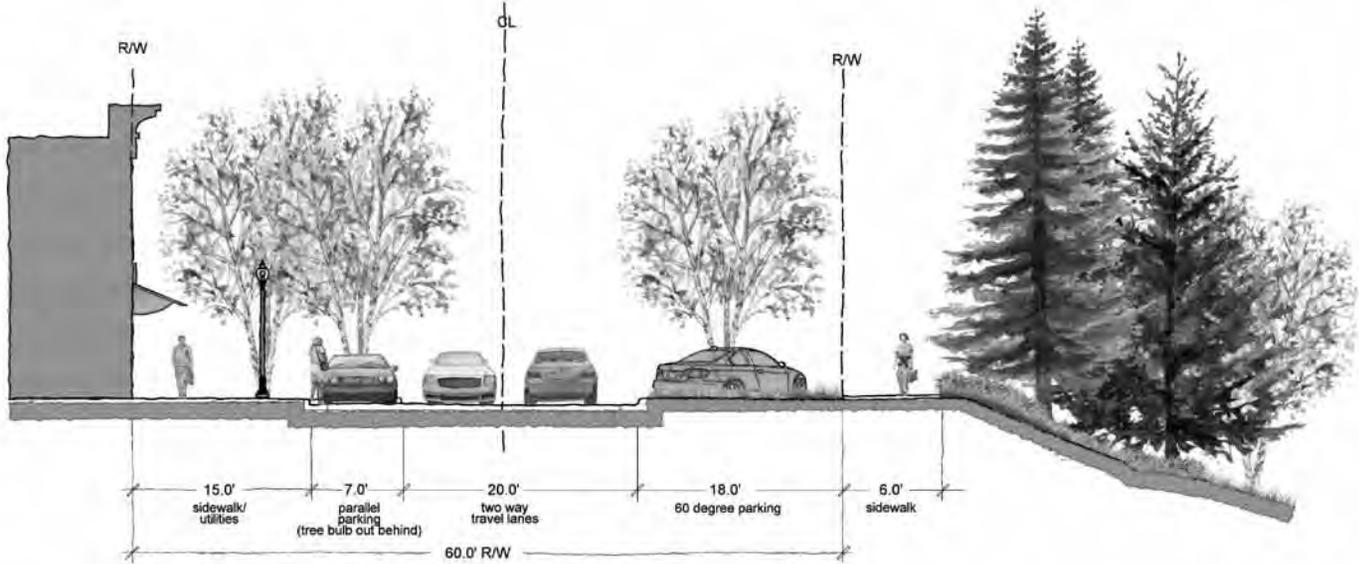
Parkway:	PK
Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR



Thoroughfare Type	CS-60-45
Transect Zone Assignment	T5
Right-of-Way Width	60 feet
Pavement Width	45 feet
Movement	Slow Movement
Design Speed	20 MPH
Pedestrian Crossing Time	10 seconds
Traffic Lanes	2 lanes
Parking Lanes	One side @ 7 feet marked, One side @ 18 feet marked
Curb Radius	10 feet
Walkway Type	15 foot Sidewalk
Planter Type	4x4' Tree well or planter island
Curb Type	Curb
Landscape Type	Trees at 30' o.c. Avg.
Transportation Provision	BT

CS-60-45

Commercial Street
T5
60 feet
45 feet
Slow Movement
20 MPH
10 seconds
2 lanes
One side @ 7 feet marked, One side @ 18 feet marked
10 feet
15 foot Sidewalk
4x4' Tree well or planter island
Curb
Trees at 30' o.c. Avg.
BT

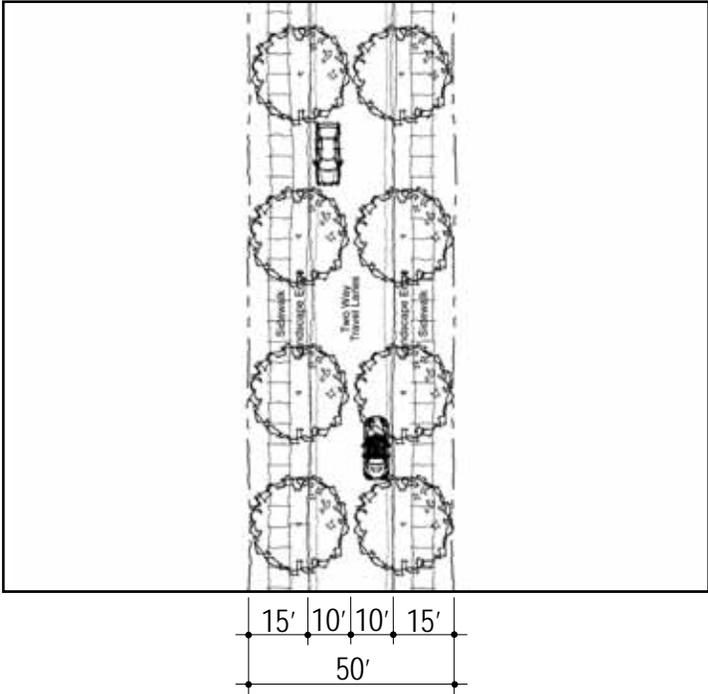


KEY

Thoroughfare Type	ST-57-20-BL
Right of Way Width	
Pavement Width	
Transportation	

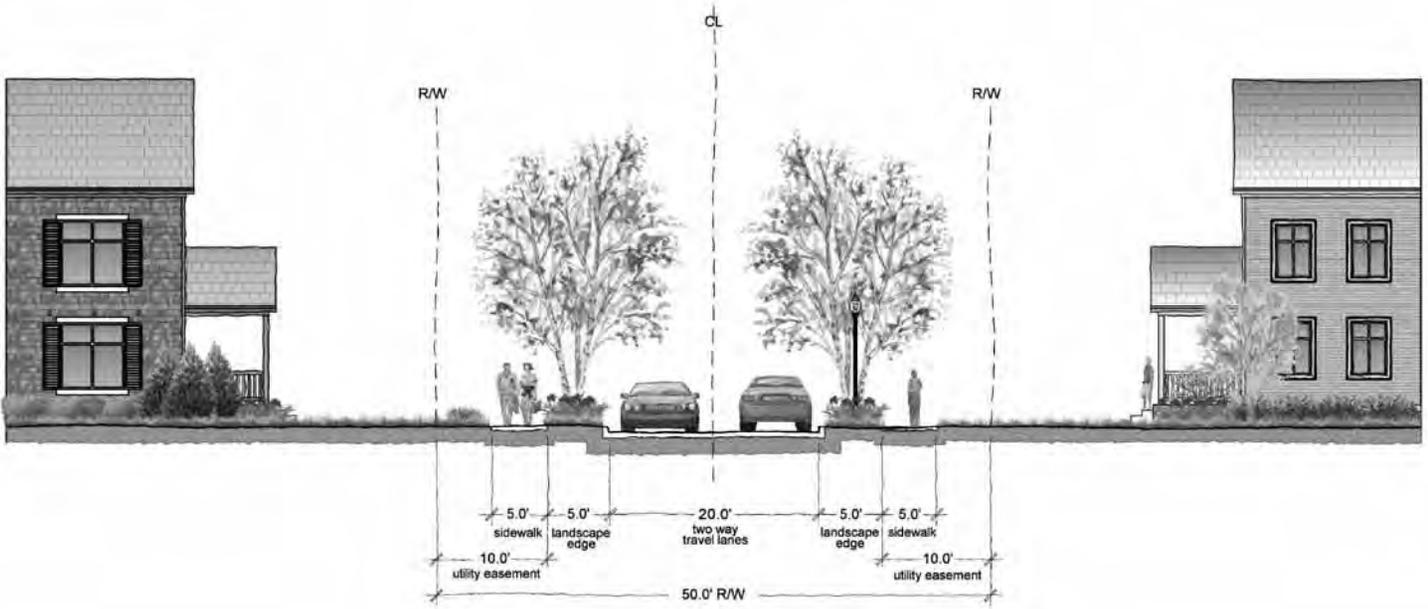
THOROUGHFARE TYPES

Parkway:	PK
Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR



Thoroughfare Type	
Transect Zone Assignment	
Right-of-Way Width	
Pavement Width	
Movement	
Design Speed	
Pedestrian Crossing Time	
Traffic Lanes	
Parking Lanes	
Curb Radius	
Walkway Type	
Planter Type	
Curb Type	
Landscape Type	
Transportation Provision	

RD-50-20
Road
T5, T4, T3
50 feet
20 feet
Slow Movement
20-25 MPH
5.5 seconds
2 lanes
None
10 feet
5 foot Sidewalk
5 foot Continuous planter
Curb
Trees at 30' o.c. Avg.
BT

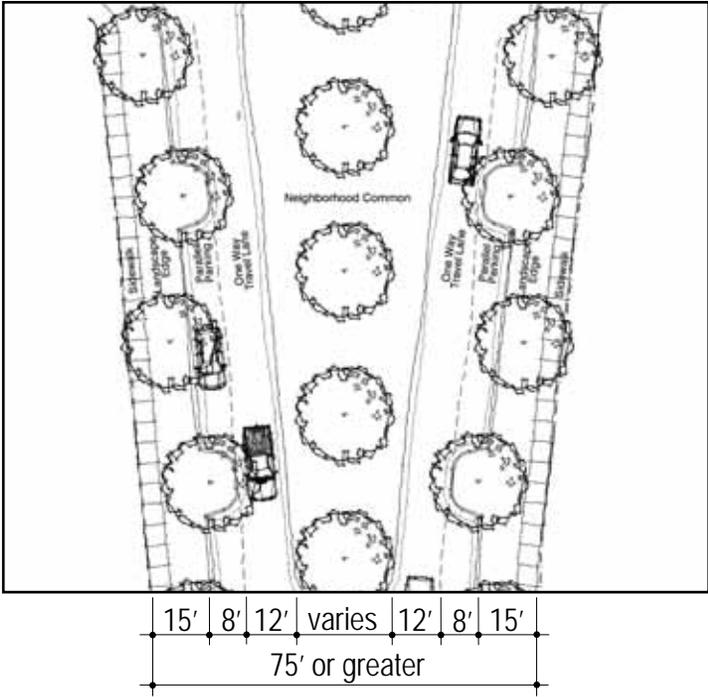


KEY

Thoroughfare Type	ST-57-20-BL
Right of Way Width	
Pavement Width	
Transportation	

THOROUGHFARE TYPES

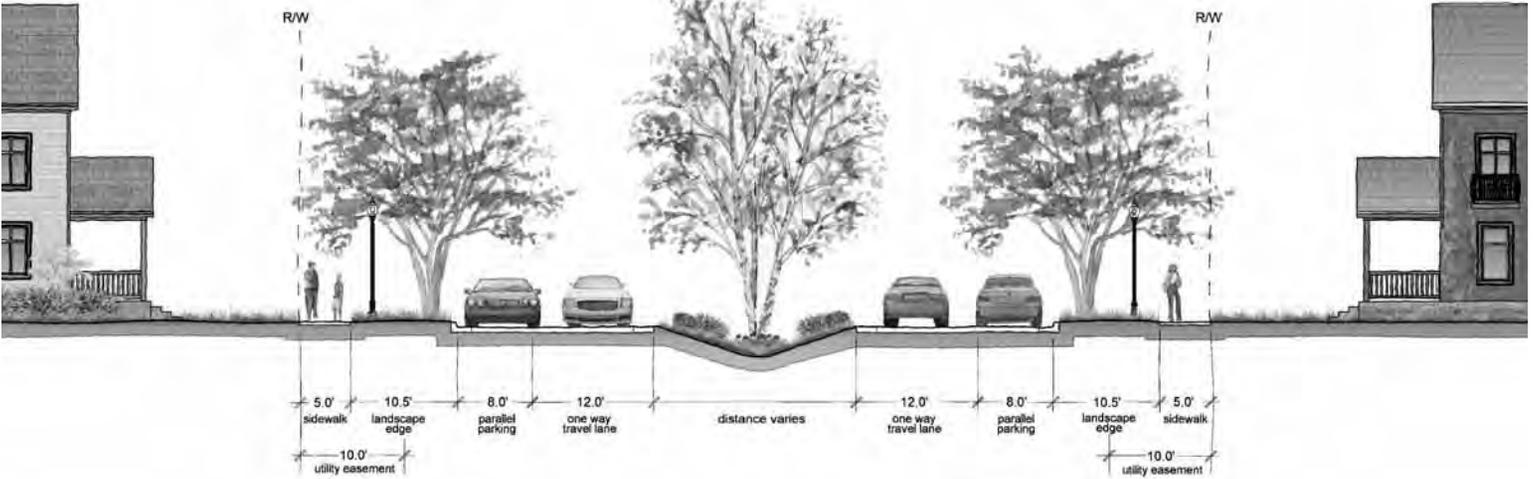
Parkway:	PK
Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR

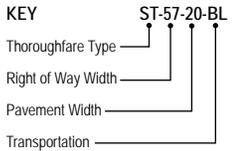


Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

AV-V-75-40

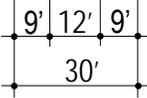
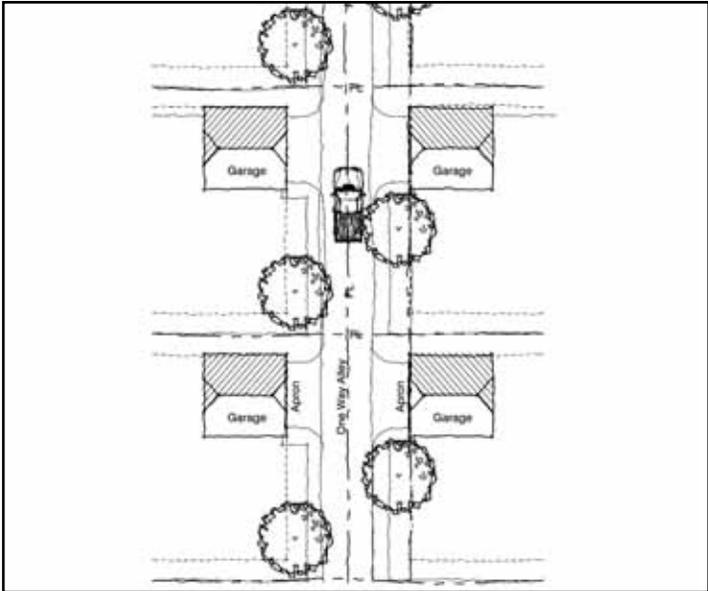
Avenue
T5, T4, T3
75 feet
40 feet
Slow Movement
25 MPH
13 seconds
2 lanes
Both Sides @ 8 feet marked
10 feet
5 foot Sidewalk
10' Continuous planter
Curb or Swale
Trees at 30' o.c. Avg.
BR





THOROUGHFARE TYPES

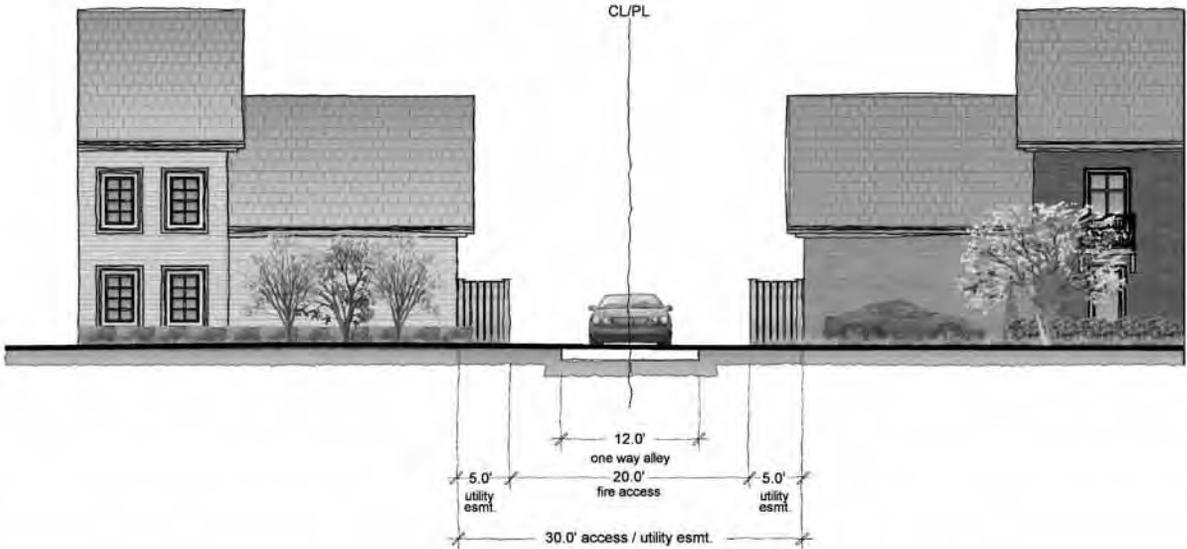
- Parkway: PK
- Highway: HW
- Boulevard: BV
- Avenue: AV
- Commercial Street: CS
- Drive: DR
- Street: ST
- Road: RD
- Rear Alley: RA
- Rear Lane: RL
- Bicycle Trail: BT
- Bicycle Lane: BL
- Bicycle Route: BR
- Path: PT
- Passage: PS
- Transit Route: TR



Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

RA-30-12

Rear Alley
T5, T4
30 feet (Access Easement)
12 feet
Slow Movement
10 MPH
3 seconds
1 lanes
None
5 feet
None
None
Inverted Crown
None
None





D. STORMWATER MANAGEMENT STRATEGY

Storm water management best practices will reflect the Cherokee County Development Ordinance; Section 5.0, Storm Water Management, revised August 2, 2005 and Section 6.0, Cherokee County Post Development Storm Water Management, revised September 18, 2007.

E. SIGNAGE STANDARDS

Reinforcing the Etowah Community intentionality on coding the development and establishing the design standards for the public realm, we are proposing the following code for signage and environmental graphics. There are four categories of signage identified: project signage, wayfinding signage, storefront and civic identity signs and address signs.

Signage locations and signage types should be identified on the regulating plan submitted with each phase or neighborhood of development.

Sign Categories:

Project Signs intended purpose is to signify visitors and residents of the community the limits and the identity of the community. These signs may be ground or projecting (blade only) type signs

Retail Village signs are intended to identify the region within Etowah providing retail services. These signs may be ground or projecting (blade only) type signs

Wayfinding Signage includes directional signs, street signs, and temporary signs and may be attached (wall, band, or board type), ground, or projecting (blade only) type signs.

Storefront and Civic Identity Signage is intended to identify the use or service offered within a building use. These signs may be of any type except ground.

Address Signage provides specific locations of uses or homes. This type of signage shall be attached (board or window only).

Sign Types:

Attached type signs may be in the form of a sign “Band” over the length of the storefront or as a header component across a projecting storefront bay; or a “Board” sign attached as a small sign on the façade at eye level or as a larger sign above the storefront; or of a “Window” sign silkscreened or painted on glazing. “Wall” signs are painted on the wall surface, traditionally on brick buildings. Band or Board signs integrated with the architectural design of the façade are highly encouraged. “Window” signs may occur at the second floor level if a Live-Work unit contains commercial use above the ground floor.

Awning type signs may be in the form of “Center” signs as lettering or logos on the top sloped surface of a canvas awning, or as a “Fringe” sign with lettering across the narrow height which if not attached to the awning’s frame, may flutter in the breeze.

Projecting signs may be in the form of "Blade" signs that are either vertically oriented (typically for event signage on streetlights) or horizontally oriented projecting from the building face or placed below a canopy; or of a "Corner" from projecting out from the building's façade in a vertical orientation and occurring at specific locations within a T5 Zone.

Ground type signs are of the "Freestanding" form with traditional detailing matching that of street lamp posts. These mostly street and wayfinding signs may have a board mounted to the top of the post or the post may have a projecting blade sign hanging from a horizontal member.

Ground type signs may also include project identity signs and retail village signs occurring on site retaining walls, freestanding walls, columns or posts. Retail village signs are intended to designate the retail portion of the site and signify the primary and secondary tenant of the site.

Portable "Sandwich Board" signs shall be painted wood and permitted with a temporary approval.

Note: Retail joint tenant signs or signs that list all of the tenants in the retail village are discouraged.

Sign Size

The area of a sign is the entire portion of the sign that can be enclosed within a single continuous rectangle. The area includes the extreme limits of the letters, logos, figures, and comprising any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The structure supporting the sign is excluded.

In general the maximum aggregate area of all signage elements for a commercial use is 100 SF except it shall be increased to 150 SF for commercial uses having street frontage on two streets and up to 200 SF for a grocery store, not including any signage integral to an architectural feature called out in the regulating plan. Signage types may be used in combination for maximum visibility. Signs may not be 3-dimensional and are limited to 2" of thickness to allow for carving or other relief of the sign surface. No signage is permitted along the return edges of a sign except for on the gable end of an Awning. Only one side of a sign with two sides is used for area calculation such as a suspended Projecting Blade sign below a canopy.

Attached Band signs are limited in size to 2 SF per linear foot of street frontage of commercial use.

Attached Board signs are limited in size by their location above the sidewalk: for singly occurring signs 6 SF, if the bottom edge of the sign is less than 8' above the sidewalk, 9 SF if the bottom edge of the sign is between 8' and 12', and 12 SF if its bottom is above 12'. Total of all Attached Board signs allowed is 2 SF per linear foot of street frontage for a commercial use. For residential use, the maximum area is 1.5 SF.

Attached Window signage for commercial use may occupy up to 40% of a glazed panel excluding muntins, but shall allow a minimum 75% (of the glazed panel extents) transparency excluding muntins. For residential address signage, maximum area is 1.5 SF. Signage may be located internal to the window (neon displays) upon approval by the developer.

Attached Wall signs are limited to 50 SF per occurrence.

Center Awning signs shall have a maximum area of 12 SF and if used in combination with signage elements on the Fringe, shall be a maximum of 18 SF. Fringe Awning signs shall occupy not more than 75% of the awnings width.

Projecting Blade signs may be up to 8 SF maximum per single sign; aggregate sign area is limited to 2 SF per linear foot of street frontage for commercial use. When used as part of a Ground Freestanding sign, the area is limited 1.5 SF unless the sign is identified as a project sign or a retail village sign.

Corner Blade sign maximum area is 30 SF per single sign and 120 SF total maximum aggregate, if used with a combination of other signage techniques for a single commercial use.

Ground Freestanding wayfinding signs are limited to 3 SF per sign unless the sign is composed of both a post and Projecting Blade where the size is limited to 1.5 SF. If a Ground Freestanding sign is identified as a project sign or retail village sign the maximum size area is 80 SF. Ground Sandwich Board signs are limited to 12 SF for each side, with a maximum height of 4'. Ground Sandwich Board signs area does not count against the aggregate sign area limits for a commercial establishment.

F. SUPPORTING TABLES

TABLE F-1: Building Function This table categorizes Building Functions within Transect Zones. Parking requirements are correlated to functional intensity. For Specific Function and Use permitted By Right or by Warrant, see Table F-3.

	T2 T3	T4	T5
a. RESIDENTIAL	Restricted Residential: The number of dwellings on each Lot is restricted to one within a Principal Building and one within an Accessory Building, with 2.0 parking places for each. Both dwellings shall be under single ownership. The habitable area of the Accessory Unit shall not exceed 440 sf, excluding the parking area.	Limited Residential: The number of dwellings on each Lot is limited by the requirement of 1.5 parking places for each dwelling, a ratio which may be reduced according to the shared parking standards (See Table 11).	Open Residential: The number of dwellings on each Lot is limited by the requirement of 1.0 parking places for each dwelling, a ratio which may be reduced according to the shared parking standards (See Table 11).
b. LODGING	Restricted Lodging: The number of bedrooms available on each Lot for lodging is limited by the requirement of 1.0 assigned parking place for each bedroom, up to five, in addition to the parking requirement for the dwelling. The Lodging must be owner occupied. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	Restricted Lodging: The number of bedrooms available on each Lot for lodging is limited by the requirement of 1.0 assigned parking place for each bedroom, up to five, in addition to the parking requirement for the dwelling. The Lodging must be owner occupied. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	Open Lodging: The number of bedrooms available on each Lot for lodging is limited by the requirement of 1.0 assigned parking places for each bedroom. Food service may be provided at all times. The area allocated for food service shall be calculated and provided with parking according to Retail Function.
c. OFFICE	Prohibited.	Limited Office: The building area available for office use on each lot is limited to the first story of the principal building and/or to the ancillary building, and by the requirement of 3.0 assigned parking places per 1000 square feet of net office space in addition to the parking requirement for each dwelling.	Open Office: The building area available for office use on each Lot is limited by the requirement of 2.0 assigned parking places per 1000 square feet of net office space.
d. RETAIL	Prohibited.	Prohibited.	Open Retail: The building area available for Retail use is limited by the requirement of 3.0 assigned parking places per 1000 square feet of net Retail space. Retail spaces under 1500 square feet are exempt from parking requirements.
e. CIVIC	by Warrant	by Warrant	by Warrant
f. OTHER	by Warrant	by Warrant	by Warrant

TABLE F-2: Parking Calculations The Shared Parking Factor for two Functions, when divided into the sum of the two amounts as listed on the Required Parking table below, produces the Effective Parking needed for each site involved in sharing. Conversely, if the Sharing Factor is used as a multiplier, it indicates the amount of building allowed on each site given the parking available.

REQUIRED PARKING (See Table F-1)

	T2 T3	T4	T5
RESIDENTIAL	2.0 / dwelling	1.5 / dwelling	1.0 / dwelling
LODGING	1.0 / bedroom	1.0 / bedroom	1.0 / bedroom
OFFICE	n/a	3.0 / 1000 sq. ft.	2.0 / 1000 sq. ft.
RETAIL	n/a	n/a	3.0 / 1000 sq. ft.
CIVIC	To be determined by Warrant		
OTHER	To be determined by Warrant		

TABLE F-3: Specific Function & Use This table expands the categories of Table F-1 to delegate specific Functions and uses within Transect Zones.

	T1	T2	T3	T4	T5
a. RESIDENTIAL					
Mixed Use Block					■
Flex Building				■	■
Apartment Building				■	■
Live/Work Unit				■	■
Row House				■	■
Duplex House				■	■
Courtyard House				■	■
Sideyard House				■	■
Treehouse / Cottage			■	■	
House		■	■	■	
Villa		■	■		
Accessory Unit		■	■	■	■
b. LODGING					
Hotel (no room limit)					■
Inn (up to 12 rooms)		□		■	■
Bed & Breakfast (up to 5 rooms)		□	■	■	■
c. OFFICE					
Office Building				■	■
Live-Work Unit			■	■	■
d. RETAIL					
Open-Market Building		■	■	■	■
Retail Building				■	■
Display Gallery				■	■
Restaurant				■	■
Kiosk				■	■
Push Cart					□
Liquor Selling Establishment					□

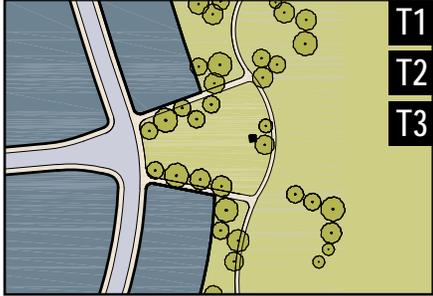
	T1	T2	T3	T4	T5
e. CIVIC					
Bus Shelter			■	■	■
Conference Center					□
Exhibition Center					
Fountain or Public Art		■	■	■	■
Library				■	■
Live Theater					■
Movie Theater					■
Museum					□
Outdoor Auditorium		■	■		■
Passenger Terminal					□
Playground		■	■	■	■
Surface Parking Lot				□	□
Religious Assembly		■	■	■	■
f. OTHER: AGRICULTURE					
Grain Storage	■	■			
Livestock Pen	□	□			
Greenhouse	■	■	□		
Stable	■	■	□		
Kennel	■	□			

	T1	T2	T3	T4	T5
f. OTHER: AUTOMOTIVE					
Gasoline		□			□
Automobile Service					
Drive -Through Facility					□
Rest Stop	■	■			
Roadside Stand	■	■			
Billboard					
Shopping Center					■
Shopping Mall					□
f. OTHER: CIVIL SUPPORT					
Fire Station			■	■	■
Police Station				■	■
Cemetery		■	□	□	
Funeral Home				■	■
Hospital					□
Medical Clinic				□	■
f. OTHER: EDUCATION					
College					□
High School				□	□
Trade School					□
Elementary School			□	■	■
Other- Childcare Center		■	■	■	■

■ BY RIGHT
□ BY WARRANT

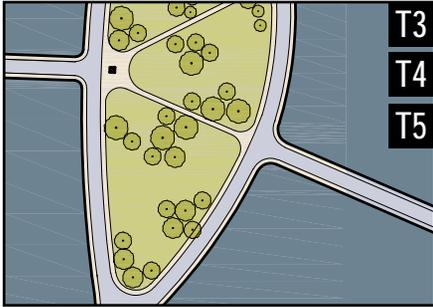
TABLE F-4: Civic Space

a. **Park:** A natural preserve available for unstructured recreation. A park may be independent of surrounding building Frontages. Its landscape shall consist of Paths and trails, meadows, waterbodies, woodland and open shelters, all naturalistically disposed. Parks may be lineal, following the trajectories of natural corridors. The minimum size shall be 8 acres. Larger parks may be approved by Warrant as Special Districts in all zones.



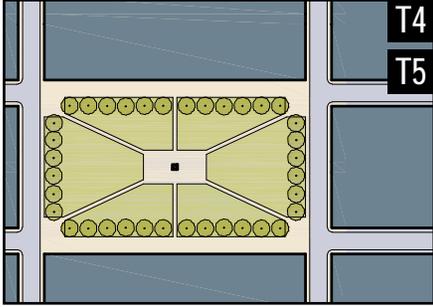
T1
T2
T3

b. **Green:** An Open Space, available for unstructured recreation. A Green may be spatially defined by landscaping rather than building Frontages. Its landscape shall consist of lawn and trees, naturalistically disposed. The minimum size shall be 1/2 acre and the maximum shall be 8 acres.



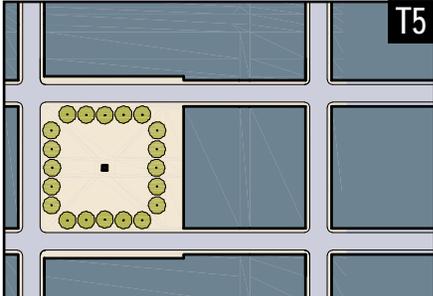
T3
T4
T5

c. **Square:** An Open Space available for unstructured recreation and Civic purposes. A Square is spatially defined by building Frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important Thoroughfares. The minimum size shall be 1/2 acre and the maximum shall be 5 acres.



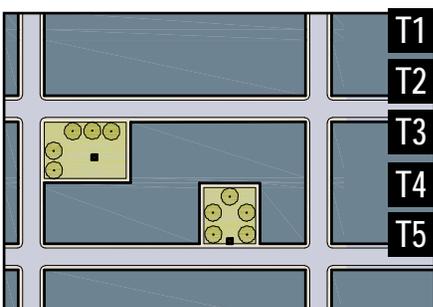
T4
T5

d. **Plaza:** An Open Space available for Civic purposes and Commercial activities. A Plaza shall be spatially defined by building Frontages. Its landscape shall consist primarily of pavement. Trees are optional. Plazas should be located at the intersection of important streets. The minimum size shall be 1/2 acre and the maximum shall be 2 acres.



T5

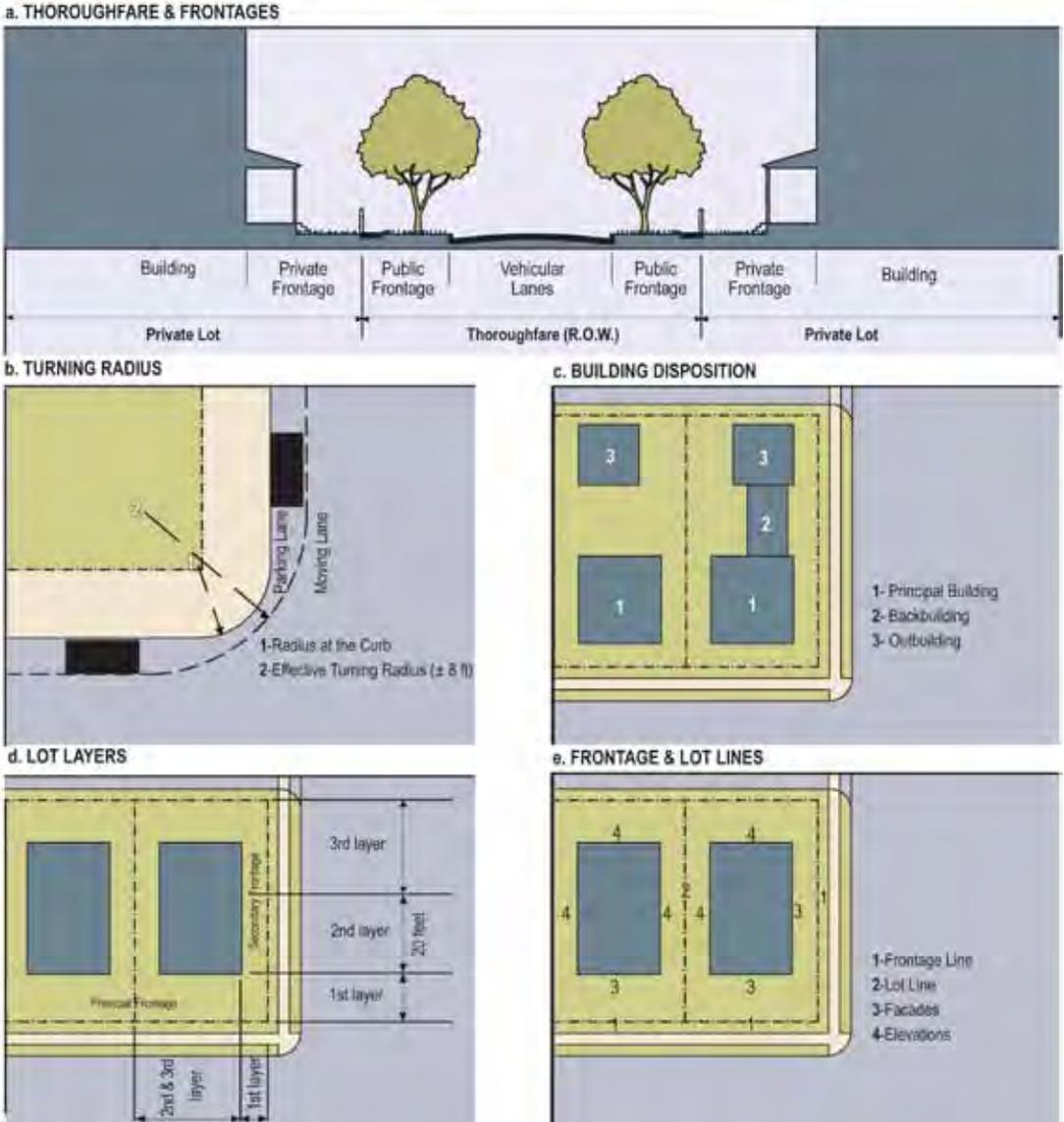
e. **Playground:** An Open Space designed and equipped for the recreation of children. A playground should be fenced and may include an open shelter. Playgrounds shall be interspersed within Residential areas and may be placed within a Block. Playgrounds may be included within parks and greens. There shall be no minimum or maximum size.



T1
T2
T3
T4
T5

G. Glossary & Definitions Illustrated

TABLE G-1: Definitions Illustrated.



DEFINITIONS

Allee: a regularly spaced and aligned row of trees usually planted along a Thoroughfare or Pedestrian Path.

Ancillary Unit: an apartment not greater than 600 square feet sharing ownership and utility connections with a Principal Building. An Ancillary Unit may or may not be within an outbuilding. Ancillary Units do not count toward maximum density calculations.

Apartment: a Residential unit sharing a building and a Lot with other units and/or uses; may be for rent, or for sale as a condominium.

Avenue (AV): a Thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median.

Backbuilding: a single-Story structure connecting a Principal Building to an Outbuilding. See Table G-1.

Bicycle Lane (BL): a dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping.

Bicycle Route (BR): a Thoroughfare suitable for the shared use of bicycles and automobiles moving at low speeds.

Bicycle Trail (BT): a bicycle way running independently of a vehicular Thoroughfare.

Block: the aggregate of private Lots, Passages, Rear Alleys and Rear Lanes, circumscribed by Thoroughfares.

Block Face: the aggregate of all the building Facades on one side of a Block.

Boulevard (BV): a Thoroughfare designed for high vehicular capacity and moderate speed. Boulevards are long-distance Thoroughfares traversing an Urbanized area. Boulevards are usually equipped with Slip Roads buffering Sidewalks and buildings. Boulevards become arterials upon exiting urban areas.

Building Configuration: the form of a building, based on its massing, private frontage, and height.

Building Disposition: the placement of a building on its lot (see Table G-1).

Building Function: the uses accommodated by a building and its lot. Functions are categorized as Restricted, Limited, or Open, according to the intensity of the use (see Table F-1 & F-3)

Building Height: the vertical extent of a building measured in stories, not including a raised basement or a habitable attic. Height limits do not apply to masts, belfries, clock towers, chimney flutes, water tanks, elevator bulkheads and similar structures. Building Height shall be measured from the average grade of the enfronting Thoroughfare.

Building Type: a structure category determined by function, disposition on the lot, and configuration, including frontage and height.

By Right Permit: a proposal for a building or community plan that complies with this code and may thereby be processed administratively, without public hearing (see Deviations).

Civic: the term defining not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking, or other uses deemed by the Board of Commissioners to be of particular public interest.

Civic Building: a building designed specifically for a civic function. The particulars of their design shall be determined by Variance.

Civic Parking Reserve: Parking Structure or parking lot within a quarter-mile of the site that it serves. Space may be leased or bought from this Reserve to satisfy parking requirements.

Civic Space: an outdoor area dedicated for public use. Civic Space types are defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping and their Enfronting buildings.

Commercial: the term collectively defining workplace, Office, and Retail Functions.

Common Destination: An area of focused community activity, usually defining the approximate center of a Pedestrian Shed. It may include without limitation one or more of the following: a Civic Space, a Civic Building, a Commercial center, or a bus stop. A Common Destination may act as the social center of a Neighborhood.

Context: surroundings made up of the particular combination of elements that create a specific habitat.

Corridor: a lineal geographic system incorporating transportation and/or Greenway trajectories. A transportation Corridor may be a lineal urban Neighborhood Zone.

Cottage: an Edgeyard building type. A single-family dwelling, on a regular Lot, often shared with an ancillary building in the rearyard.

Courtyard Building: a building that occupies the boundaries of its Lot while internally defining one or more private patios.

Curb: the edge of the vehicular pavement that may be raised or flush to a

Swale: It usually incorporates the drainage system.

Density: the number of dwelling units within a standard measure of land area, usually given as units per acre.

Design Speed: is the velocity at which a Thoroughfare tends to be driven without the constraints of signage or enforcement. There are four ranges of speed: Very Low: (below 20 MPH); Low: (20-25 MPH);

Moderate: (25-35 MPH); High: (above 35 MPH). Lane width is determined by desired Design Speed.

Developable Areas: the net site area exclusive of all environmentally sensitive areas protected by federal, state, or local regulation (ie streams, floodways, wetlands, etc).

Driveway: a vehicular lane within a Lot, usually leading to a garage. A Driveway in the First Layer may be used for parking if is no more than 18 feet wide, thereby becoming subject to the constraints of a parking lot.

Edgeyard Building: a building that occupies the center of its Lot with Setbacks on all sides.

Elevation: an exterior wall of a building not along a Frontage Line. See: Facade (Table G-1).

Enfront: to place an element along a Frontage, as in "porches Enfront the street."

Estate House (Syn: country house, villa): an Edgeyard building type. A single-family dwelling on a very large Lot of rural character, often shared by one or more Ancillary Buildings.

Facade: the exterior wall of a building that is set along a Frontage Line. See Elevation; Frontage Line.

Frontage Line: those lot lines that coincide with a public frontage. Facades along Frontage Lines define the public realm and are therefore more regulated than the elevations that coincide with other Lot Lines (see Table G-1).

Greenway: an Open Space Corridor in largely natural conditions which may include trails for bicycles and pedestrians.

Home Occupation: non-retail commercial enterprises permitted in all Neighborhood Zones. The work quarters should be invisible from the frontage, located either within the house or in an outbuilding. Permitted activities are defined by the Restrictive Office category (Table G-1).

House (Syn: single.): an Edgeyard building type. A single-family dwelling on a large Lot, often shared with an Ancillary Building in the rearyard.

Inside Turning Radius: the curved edge of a Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the Turning Radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn (see Table G-1).

Layer: a range of depth of a Lot within which certain elements are permitted. See Table G-1.

Linear Pedestrian Shed: A Pedestrian Shed that is elongated along an important Commercial Corridor such as a main street.

Liner Building: a building specifically designed to mask a parking lot or a Parking Garage from a Frontage. A Linear Building, if less than 30 feet deep and two stories, may be exempt from parking requirements.

Live-Work: a fee-simple dwelling unit that contains a Commercial component anywhere in the unit. See Work-Live. (Syn.: flexhouse.)

Lodging: premises available for daily and weekly renting of bedrooms. The area allocated for food service shall be calculated and provided with parking according to retail use.

Lot Line: the boundary that legally and geometrically demarcates a Lot (see Frontage Line). Such lines appear graphically on Community and Site Plans. Codes reference lot lines as the baseline for measuring setbacks (see Table G-1).

Lot Width: the length of the Principal Frontage Line of a Lot.

Manufacturing: premises available for the creation, assemblage and/or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their Retail sale.

Meeting Hall: a building available for gatherings, including conferences, that accommodates at least one room equivalent to a minimum of 10 square feet per projected dwelling unit within the Pedestrian Shed in which it is located. A Meeting Hall shall be completed upon the sale of 75% of the dwelling units. The Meeting Hall may be used for the marketing purposes of the development until the sale of 75% of the dwelling units, at which time control of its use shall be given to the Homeowners Association or other such group or entity established for the purpose of managing common or private property within the development.

Mixed Use: multiple Functions within the same building through super imposition or adjacency, or in multiple buildings within the same area by adjacency. Mixed Use is one of the principles of TND development from which many of its benefits are derived, including compactness, pedestrian activity, and parking space reduction.

Neighborhood: an urbanized area at least 20 acres that is primarily Residential. A Neighborhood shall be based upon a partial or entire Standard Pedestrian Shed. The physical center of the Neighborhood should be located at an important traffic intersection associated with a Civic or Commercial Institution.

Net Developable Area, Net Site Area: the developable areas of a site.

Office: premises available for the transaction of general business but excluding Retail, artisanal and Manufacturing uses.

Outbuilding: an Accessory Building, usually located toward the rear of the same Lot as a Principal Building. It is sometimes connected to the Principal Building by a Backbuilding. Outbuildings shall not exceed 600 square feet of habitable space, excluding parking areas. See Table G-1.

Parking Structure: a building containing two or more Stories of parking. Parking Structures shall have Linear Buildings at the first story or higher.

Passage (PS): a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long Blocks and connect rear parking areas to Frontages. Passages may be roofed over.

Path (PT): a pedestrian way traversing a Park or rural area, with landscape matching the contiguous Open Space, ideally connecting directly with the urban Sidewalk network.

Pedestrian Shed: an area, approximately circular, that is centered on a Common Destination. A Pedestrian Shed is applied to determine

the approximate size of a Neighborhood. A Standard Pedestrian Shed is 1/4 mile radius or 1320 feet, about the distance of a five-minute walk at a leisurely pace. It has been shown that provided with a pedestrian environment, most people will walk this distance rather than drive. The outline of the shed must be refined according to actual site conditions, particularly along Thoroughfares. A Long Pedestrian Shed is 1/2 mile radius or 2640 feet (sometimes called a “walkshed” or “walkable catchment”). A Linear Pedestrian Shed is elongated to follow a Commercial Corridor. See Standard, Long, or Linear Pedestrian Shed.

Planter: the element of the Public Frontage which accommodates street trees, whether continuous or individual.

Primary-Secondary Grid: Thoroughfare destinations appearing on the Regulating Plan. Buildings on the P-Grid are subject to all of the provisions of this Code. Buildings on the S-Grid are exempt from certain provisions, allowing for Warranted open parking lots, unlined parking decks, drive-throughs and hermetic building fronts.

Principal Building: the main building on a Lot, usually located toward the Frontage. See Table G-1.

Private Frontage: the privately held Layer between the Frontage Line and the Principal Building Facade. The structures and landscaping within the Private Frontage may be held to specific standards. The variables of Private Frontage are the depth of the setback and the combination of architectural elements such as fences, stoops, porches, and galleries (see Table E-3).

Public Frontage: the area between the Curb of the vehicular lanes and the Frontage Line. Elements of the Public Frontage include the type of curb, walk, planter, street tree and streetlight.

Rear Alley (RA): a vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings and containing utility easements. Rear Alleys should be paved from building face to building face, with drainage by inverted crown at the center or with roll Curbs at the edges.

Rear Lane (RL): a vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings and containing utility easements. Rear Lanes may be paved lightly to Driveway standards. The streetscape consists of gravel or landscaped edges, has no raised Curb, and is drained by percolation.

Rearyard Building: a building that occupies the full Frontage Line, leaving the rear of the Lot as the sole yard. This is a more urban type, as the continuous facade spatially defines the public thoroughfare. For its residential function, this type yields a rowhouse. For its commercial function, the rear yard can accommodate substantial parking.

Residential: characterizing premises available for long-term human dwelling.

Retail: characterizing premises available for the sale of merchandise and food service.

Retail Frontage Line: Frontage Lines designated on a Community Plan that requires or recommends the provision of a Shopfront, causing the ground level to be available for Retail use.

Road (RD): a local, rural and suburban Thoroughfare of low vehicular speed and capacity. Its public frontage consists of swales drained by percolation and a walking path or bicycle trail along one or both sides. The landscaping consists of multiple species composed in naturalistic clusters.

Rowhouse: a single-family dwelling that shares a party wall with another of the same type and occupies the full Frontage Line. See Rearyard Building. (Syn: Townhouse)

Secondary Grid: see Primary-Secondary Grid.

Setback: the area of a Lot measured from the Lot line to a building Facade or Elevation. This area must be maintained clear of permanent structures with the exception of: galleries, fences, garden walls, arcades, porches, stoops, balconies, bay windows, terraces and decks (that align with the first story level) which are permitted to encroach into the Setback (see Table G-1).

Shared Parking: an accounting for parking spaces that are available to more than one Function. The requirement is reduced by a factor, Principal Building: the main building on a Lot, usually located toward the Frontage. The Shared Parking ratio varies according to multiple functions in close proximity which are unlikely to require the spaces at the same time.

Sideyard Building: a building that occupies one side of the Lot with a Setback on the other side.

Sidewalk: the paved layer of the public frontage dedicated exclusively to pedestrian activity.

Specialized Building: a building that is not subject to Residential, Commercial, or Lodging classification.

Standard Pedestrian Shed: an area, approximately circular, that is centered on a Common Destination. A Pedestrian Shed is applied to determine the approximate size of a Neighborhood. A Standard Pedestrian Shed is 1/4 mile radius or 1320 feet, about the distance of a five-minute walk at a leisurely pace. It has been shown that provided with a pedestrian environment, most people will walk this distance rather than drive. The outline of the shed must be refined according to actual site conditions, particularly along Thoroughfares. A Long Pedestrian Shed is 1/2 mile radius or 2640 feet (sometimes called a "walkshed" or "walkable catchment"). A Linear Pedestrian Shed is elongated to follow a Commercial Corridor. See Pedestrian Shed.

Story: a habitable level within a building of no more than 14 feet in height from finished floor to finished ceiling. Attics and raised basements are not considered stories for the purposes of determining building height.

Street (ST): a local urban Thoroughfare of low speed and capacity. Its public frontage consists of raised curbs drained by inlets and sidewalks separated from the vehicular lanes by a planter and parking on both sides. The landscaping consists of regularly placed street trees.

Streetscreen: sometimes called Streetwall. A freestanding wall built along the frontage line, or coplanar with the facade, often for the purpose of masking a parking lot from the Thoroughfare. Streetscreens should be between 3.5 and 8 feet in height and constructed of a material matching the adjacent building facade. The streetscreen may be a hedge or fence by Warrant. Streetscreens shall have openings no larger than is necessary to allow automobile and pedestrian access. In addition, all streetscreens over 5 feet high should be 30% permeable or articulated to avoid blank walls.

Substantial Modification: alteration to a building that is valued at more than 50% of the replacement cost of the entire building, if new.
Terminated Vista: a location at the axial conclusion of a Thoroughfare. A building located at a Terminated Vista designated on a Regulating Plan is required or recommended to be designed in response to the axis.

Thoroughfare: a vehicular way incorporating moving lanes and parking lanes within a right-of-way (see Table G-1).

Townhouse: See Rearyard Building. (Syn: Rowhouse)

Transition Line: a horizontal line spanning the full width of a facade, expressed by a material change or by a continuous horizontal articulation such as a cornice or a balcony.

Type: a category determined by function, disposition, and configuration, including size or extent. There are street types, civic space types, etc. (See also: Building Type).

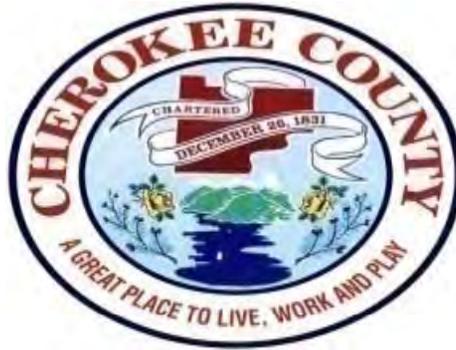
Variance: a ruling that would permit a practice that is not consistent with either a specific provision or the Intent of this Code. Variances are usually granted by the Board of Appeals in a public hearing.

Warrant: a ruling that would permit a practice that is not consistent with a specific provision of this Code, but that is justified by its Intent. Warrants are usually granted administratively by the Planning Director.

Work-Live: a fee-simple mixed-use unit with a substantial Commercial component that may accommodate employees and walk-in trade. Therefore the unit shall require ADA compliance for accessibility. See Live-Work. (Syn: Live-With.)

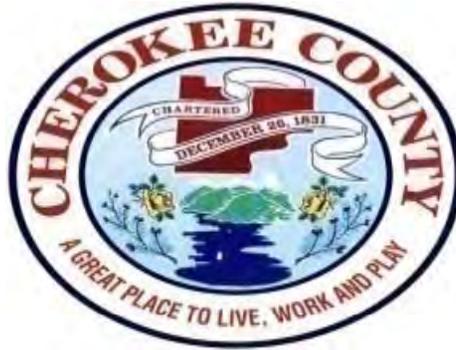
REFERENCES:

Duany Plater-Zyberk and Company (DPZ). (2007). Smartcode 9.2. Miami, FL: internet publication.



Cherokee County Board of Commissioners

APRIL 2012 FINANCIAL UPDATE
PRESENTED JUNE 5, 2012



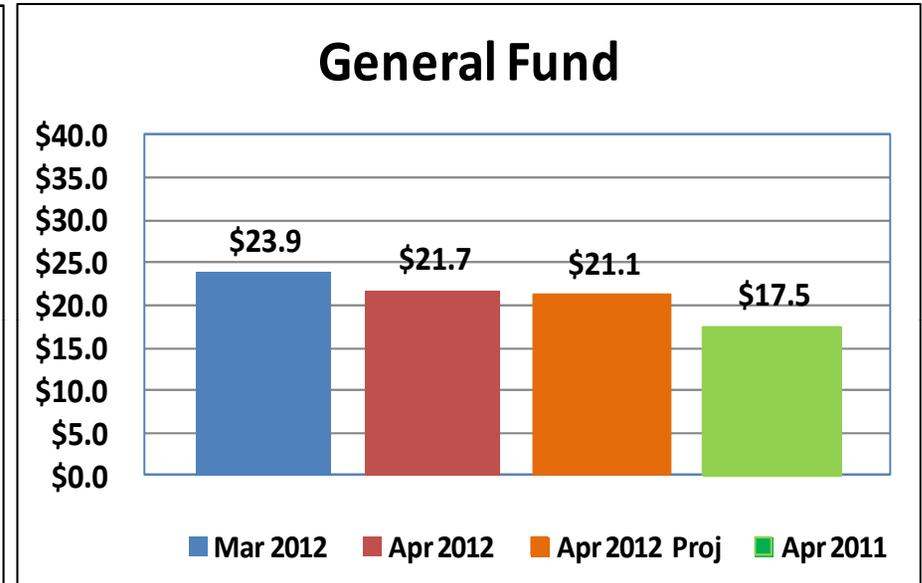
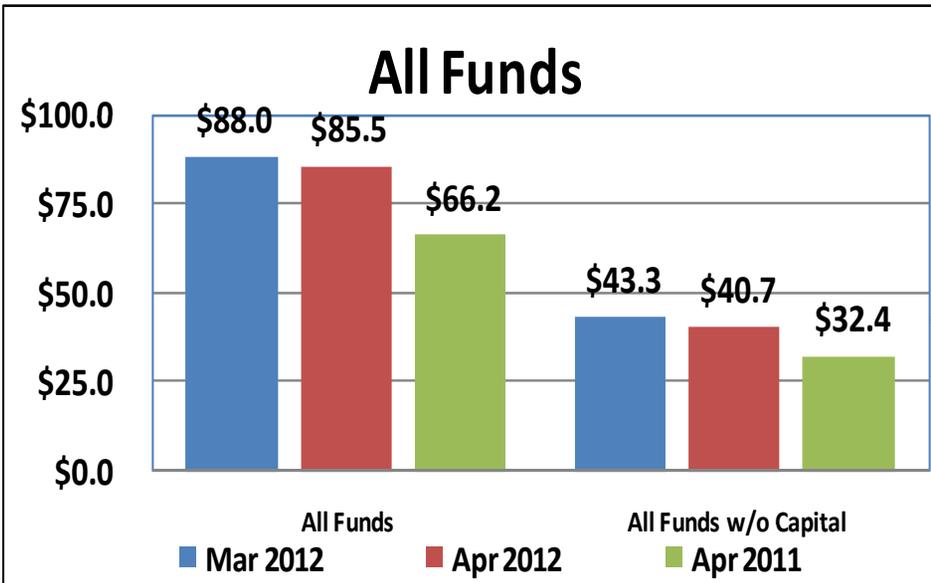
Cherokee County Board of Commissioners

EXECUTIVE SUMMARY
April 2012



Cash Executive Summary – April 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.

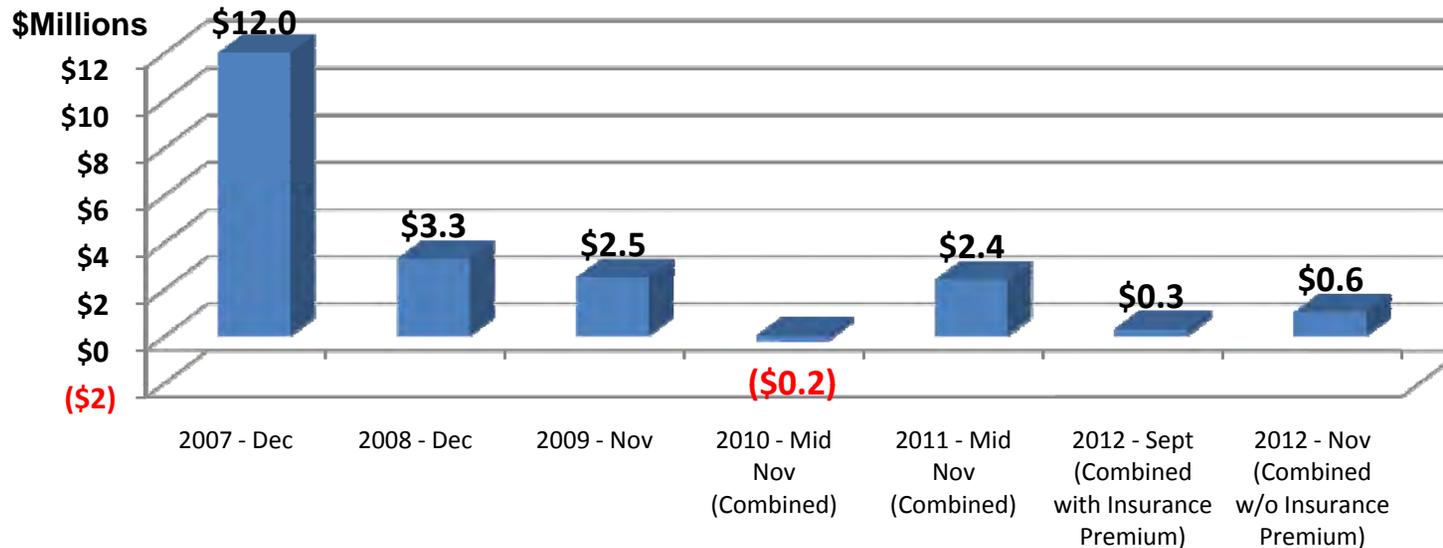
One time items:

- 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.
- While we have experienced some positive revenue variances YTD in the General Fund, we must also charge more equipment maintenance costs to the Insurance Premium Fund than originally budgeted - therefore the cash low point has remained the same.

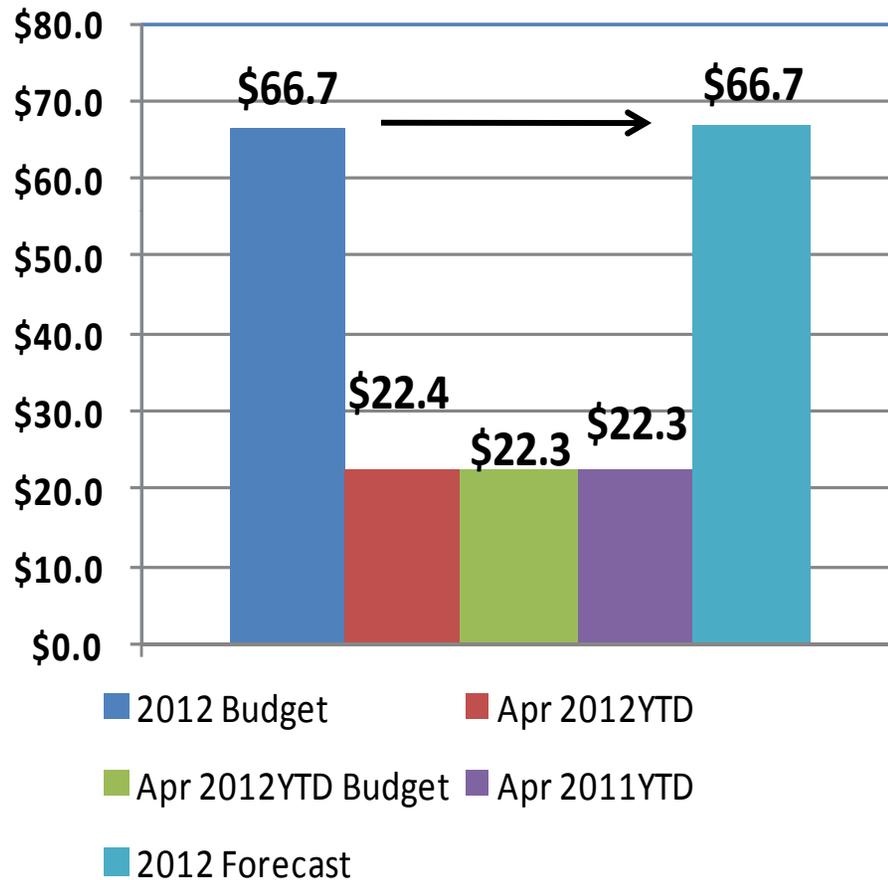
Bottom Line: Close management of budgets and cash flow allowed General Fund to avoid negative cash in 2011. We must continue this close management in 2012 to avoid negative cash.



Revenue Executive Summary All Funds – April YTD 2012

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the County's April YTD revenue is \$0.1M 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.
 - Vehicle & Delinquent Taxes > YTD Budget
 - Business Licenses & State Court Fines < Budget
- The SPLOST Fund is +\$600k compared to budget due to higher tax collections and unplanned reimbursements.
- The SPLOST positive variance is “masked” in the Total Revenue variance - primarily because Grant revenues < YTD Budget – however, this is considered to be a timing variance only.

Forecast:

- YTD some revenue sources are slightly higher, but offset by other sources slightly lower. Timing is also a factor for some YTD variances.
- Therefore we believe it is too early to increase our full year revenue forecast.
- SPLOST receipts have exceeded the YTD budget. However we are following-up on DOR communication which could impact future payments.

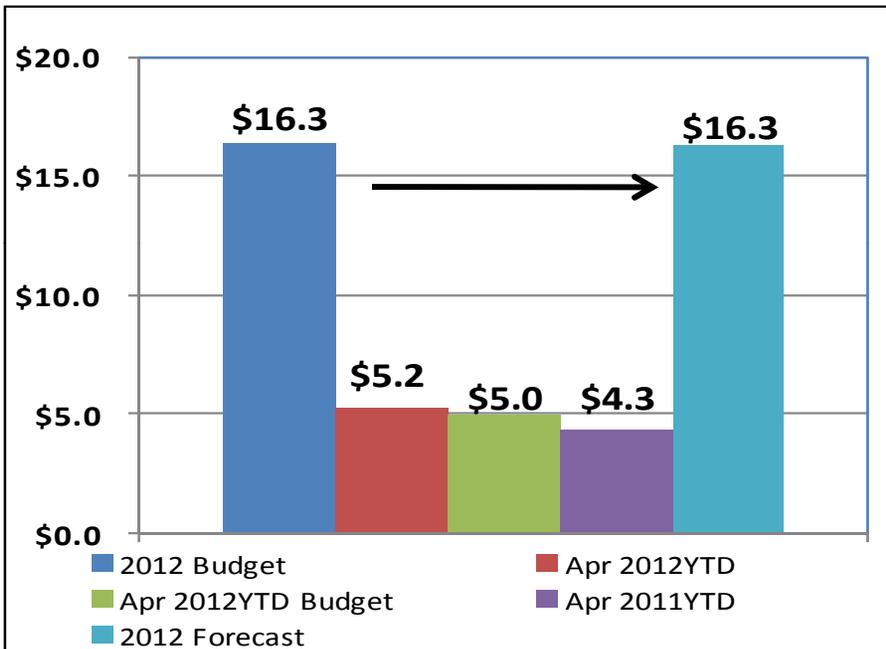
Bottom Line: YTD Revenue and Forecast on Target



Revenue Executive Summary General Fund - April 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 \$0.2M better than expected.

2012 – General Fund Recurring External Revenue



Highlights/Variations to Budget - YTD

- Many offsetting variances
- Vehicle tax collections trending higher – Tax Commissioner Office said they *are* seeing more new cars being purchased than prior year
- Delinquent tax collections trending higher
- Will monitor both for forecast

Highlights/Variations to Budget - Forecast

Potential Permanent Variations in YTD & Forecast:

- Intangible taxes **+\$68K**
 - Driven by more mortgage refinances & modifications
- Licenses & Permits **-\$36K**
 - Business license renewals (billed) < Budget
 - Renewals not delinquent until April 30 – Marshal's Office can review beginning May 1
 - Both Alcohol Licenses and Newly Issued Business Licenses are > Budget, partially offsetting lower renewal revenue
- Fines & Forfeitures **-\$19K**,
 - State Court is below budget, and below 2011 YTD
 - All other courts > YTD Budget and 2011 YTD
 - Last month we were -\$43k YTD, in April SupCt collected enough to reduce the deficit

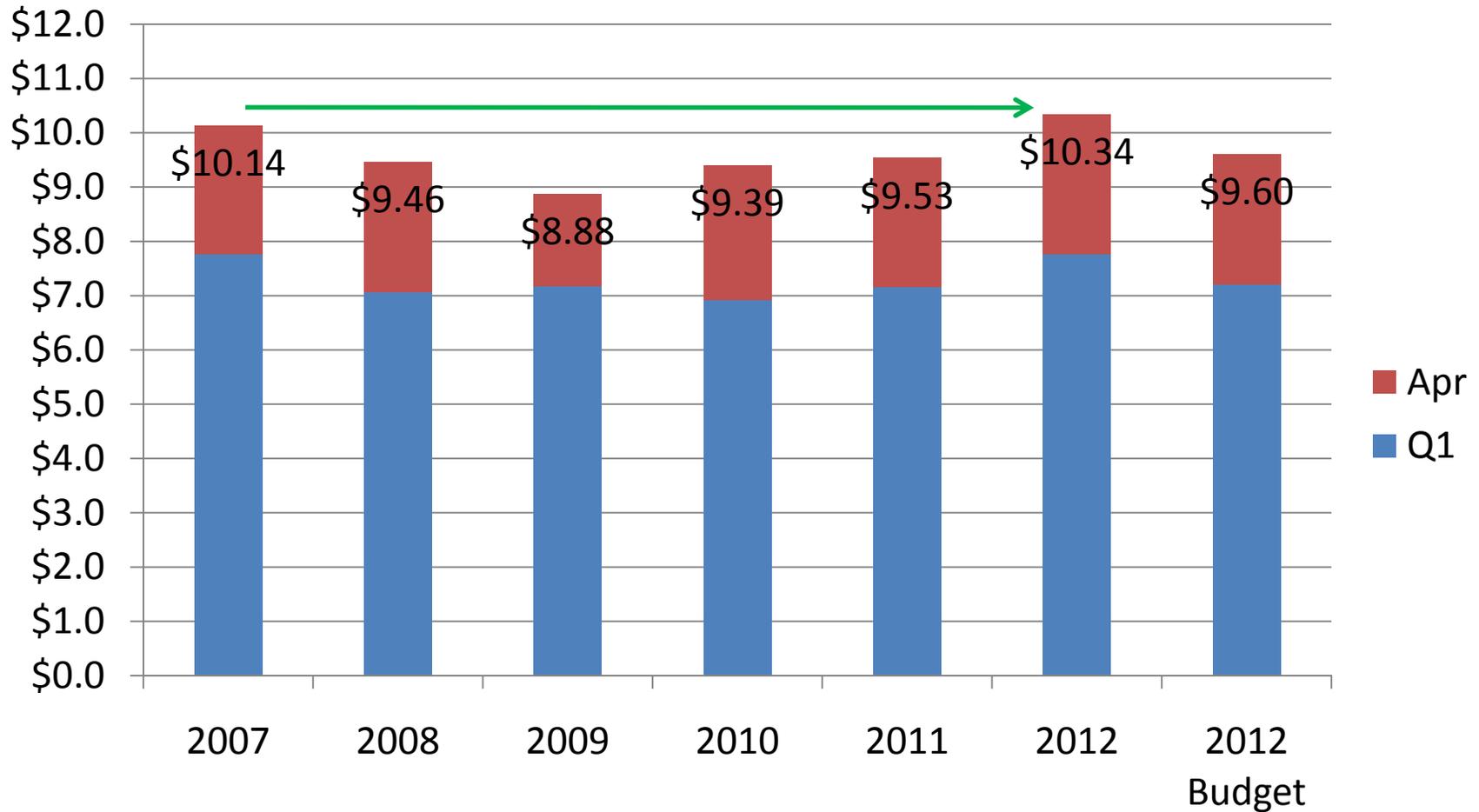
Forecast

- Forecasting accurate % of tax collections is difficult
- Budget was 100% of 2011 Assessment, which is very reasonable assumption, but 1% = \$380k
- Still forecasting to achieve the 2012 Budget

Bottom Line: YTD Revenue and Full Year Forecast on Target



SPLOST Tax Collections Historical Results As of April YTD



Bottom Line: Highest YTD Collections Since 2007...2% Higher than 2007 YTD...Trend of Recovery?



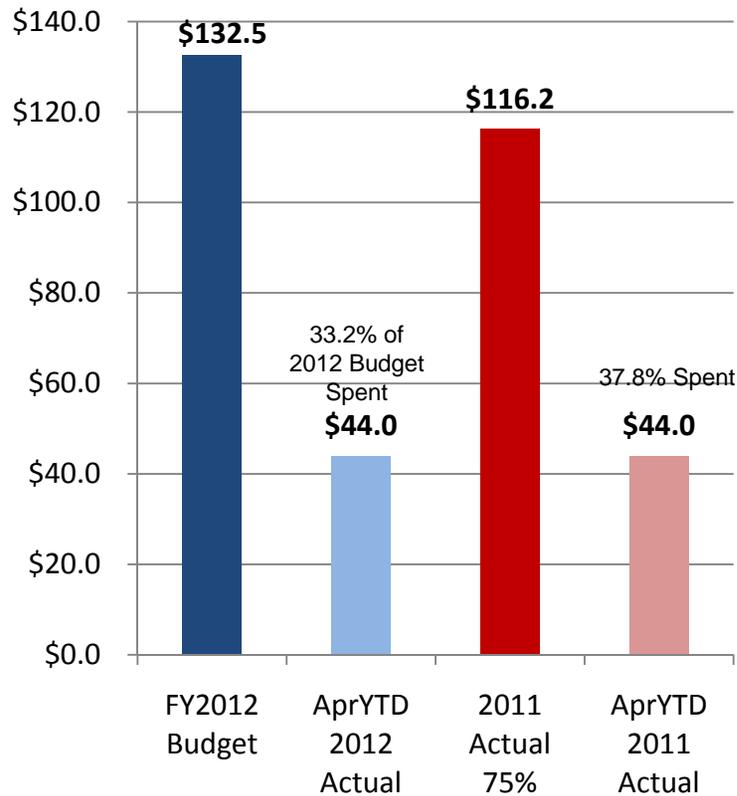
Expenditure Executive Summary

All Funds – April YTD 2012

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

38.5% of Year Lapsed for Payroll
44.4% Lapsed for Monthly Costs

Total Expenditures



County-Wide Expenditures - 2012

	2012 Budget	AprYTD Actual	% Spent	Comment #
Compensation	39,940,510	14,899,445	37.3%	1
Insurance				
Benefits	11,118,412	4,351,228	39.1%	2
Payroll Taxes	3,032,927	1,054,348	34.8%	
Workers Comp	1,109,176	278,759	25.1%	3
Retirement Plans	835,977	298,063	35.7%	
Other Personnel	34,192	499	1.5%	
Total Personnel	56,071,194	20,882,342	37.2%	
Operating Costs	19,578,445	6,509,820	33.3%	4
Capital	28,891,450	2,531,107	8.8%	6
Non-Op Costs	11,272,037	4,652,052	41.3%	8
Debt Service	5,679,604	5,118,671	90.1%	7
Allocated Costs - Utilities/Insurance	2,676,162	1,111,915	41.5%	5
Transfers	8,378,454	3,148,876	37.6%	
Total Expenditures	132,547,346	43,954,783	33.2%	

YTD Expenditures and the FY Forecast are on Target



April 2012 Expenditure Executive Summary

All Funds – 38.5% of Year Lapsed

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

1. Compensation Costs are 37.2% 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.
 - “Holidays Worked” costs are at only 19.5%. This is because only one holiday has occurred YTD.
 - Part-time employee costs are 31.5%. This is because a greater percentage of these costs are incurred by the Parks Department during summer months.
 - Poll worker costs are already at 47.1% - since one of two elections was already held in Q1.

2. Insurance/Benefits costs are 39.1% of the 2012 Budget. However, since these are monthly costs, we would expect to be at 44.4% of the Budget (4 of 9 months = 44.4%).
 - Total medical claim costs are lower than the YTD budget by \$222k. 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.
 - Avg YTD claims per week = \$133,824 v Budget = \$139,091
 - If costs continue at the current trend, we could expect our reserve balance of \$855k to grow to ~ \$1.0M.



April 2012 Expenditure Executive Summary

All Funds – 38.5% of Year Lapsed

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

3. Total Workers Comp Claims are 25.1% of the 2012 Budget. At this point last year, we had used 49% of total budget.
 - New claims are \$157k, which is 47% of the annual budget. This is almost equal to April 2011 YTD new claims of \$147k.⁽¹⁾
 - Prior year claim payments totaled \$95k, which is 20.5% of the budget. This is only a timing variance. Delayed settlements will eventually be resolved and bring this account to budget.
 - Administration fees are only at 8.6% because the majority of these fees are annual and due in July/August.
 - We are forecasting the 2012 County-Wide Worker's Compensation costs to be on target.

4. Operating Costs are 33.3% of the 2012 Budget. There are several offsetting variances, but most costs appear to be on target. Comments specific to fuel:
 - Fuel costs are 15% greater than April 2011 YTD. However, 2011 gas prices did not begin to significantly increase until late March 2011, so 2012 YTD should be higher than 2011 YTD.
 - In 2012, pump prices peaked in mid-April, therefore May financials will show another higher cost month, but prices for crude oil, gasoline, and diesel have been decreasing. We will continue to carefully monitor our fuel costs.
 - 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

(1) Last month we reported Q1 2011 new claims incorrectly. The amount shown above reflects the correct total. We apologize for the error.



April 2012 Expenditure Executive Summary

All Funds - 38.5% of Year Lapsed

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

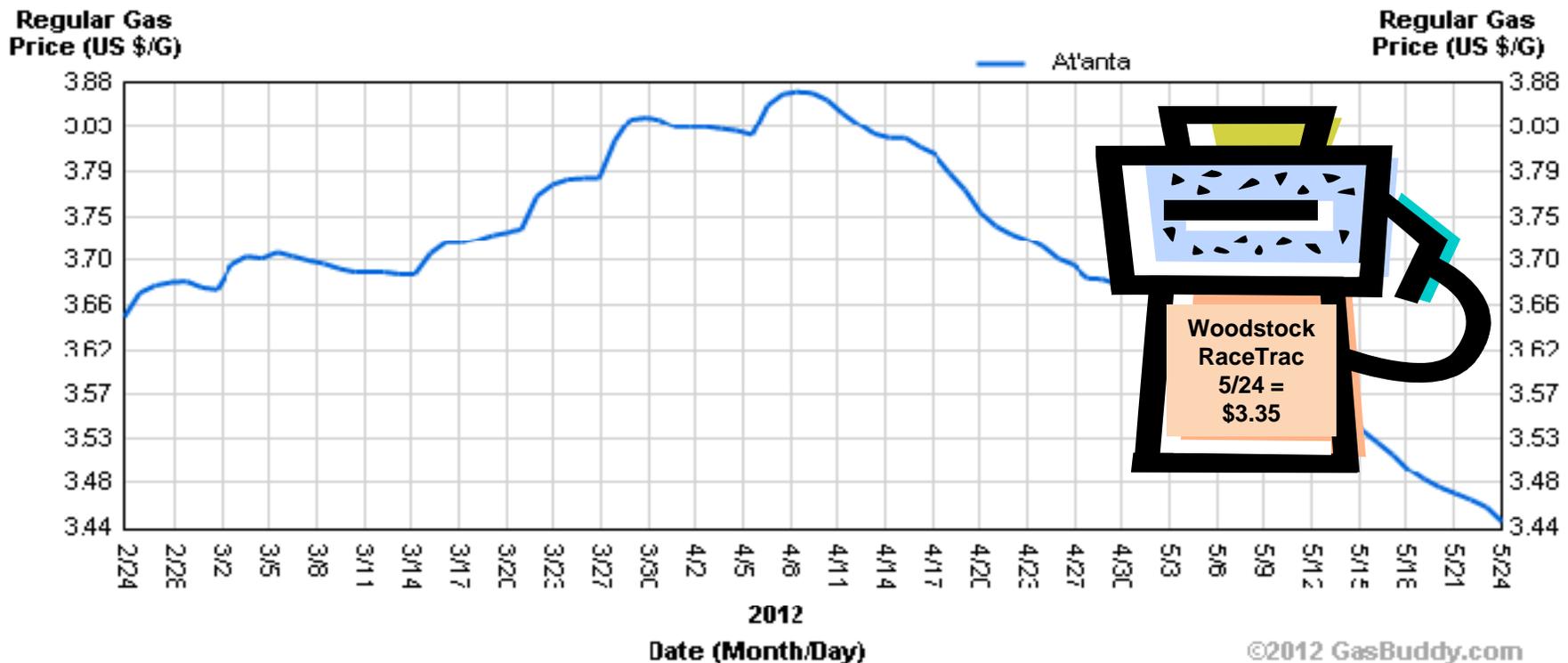
5. Allocated Costs (Primarily Utilities & Insurance) are 41.5% of the 2012 Budget.
 - Electricity & other utility costs were thoroughly analyzed in 2011 and budgeted carefully in 2012 according to current prices.
 - We believe utility costs are on target, with low risk of exceeding the full year budget.
 - This category also includes insurance costs. Because we pay insurance premiums in lump payments according to a set schedule - we appear to be exceeding the YTD Budget. However, this is only due to the timing of payments. By year-end we will be equal to budget.
6. Capital spending is at 8.8% of the 2012 Budget. This variance is driven by the timing of construction projects. 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 90.1% of the 2012 Budget. This variance is timing only because debt payments are made in lump sum payments on scheduled dates. Bond payments (principal and interest) were made in March, and the remaining interest payments due during this fiscal year are accurately budgeted.
8. Non Operating Costs are 41.3% of the 2012 Budget. This category mainly represents monthly payments. Therefore we actually should compare to 44.4% of the year lapsed, which would reflect we are closer to the YTD expected spending.



Atlanta Gas Prices

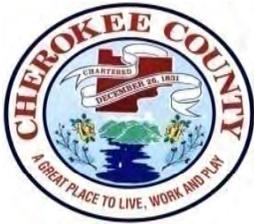
Source: www.atlantagasprices.com 05.24.2012

3 Month Average Retail Price Chart



- Crude oil peak 2011: \$113.93/bbl (4/29/2011)
- Crude oil peak 2012: \$108.84/bbl (3/1/2012)
- Crude oil now: \$89.90/bbl (5/24/2012)

Fuel costs are subject to volatility in the commodity markets.
However prices are on a downward trend, lessening pressure on the 2012 Budget.



Workers Compensation



	CALENDAR YEAR			SHORT FISCAL YEAR			
	2011 Budget	2011 Actual	2012 Forecast	2011 Budget 75% Target	2011 Actual @ 9 months	2012 Budget @ 9 Months	2012 Forecast @ 9 months
Costs By Type							
New Claims	\$314,500	\$381,204	\$471,705	\$235,875	\$332,990	\$332,297	\$353,779
Carryover Claims	\$636,257	\$799,935	\$453,210	\$477,193	\$752,664	\$462,005	\$402,910
Admin Costs	\$392,940	\$307,462	\$335,000	\$294,705	\$307,461	\$314,874	\$314,874
Total County	\$1,343,697	\$1,488,601	\$1,259,915	\$1,007,773	\$1,393,115	\$1,109,176	\$1,071,563
Costs by Fund							
General Fund	\$810,410	\$669,538	\$516,885	\$607,808	\$636,437	\$549,885	\$454,049
Fire Fund	\$191,572	\$311,381	\$291,587	\$143,679	\$315,555	\$194,013	\$258,809
EMS Fund	\$48,088	\$133,957	\$61,501	\$36,066	\$146,508	\$64,266	\$48,837
Other Funds	\$293,627	\$373,725	\$389,942	\$220,220	\$294,615	\$301,012	\$309,868
Total County	\$1,343,697	\$1,488,601	\$1,259,915	\$1,007,773	\$1,393,115	\$1,109,176	\$1,071,563

There are 4 significant ongoing claims for 2012. All these claims were initially incurred prior to 2012:

- 1 - The maximum amount the county has to pay has been expended, our Excess WC policy would reimburse the county for any remaining amounts.
- 2 - Expecting settlement within 6 months, the maximum amount the county might pay has been included in FY 2012 Forecast.
- 3 - Recent surgery and TTD benefits ongoing. The forecast includes these costs. Settlement possible in future, but not in FY 2012.
- 4 - Case went to settlement mediation. Amount has been included in FY 2012 Forecast.

- Forecast Based on review with Third Party Administrator on May 21, 2012
- At 12/31/2011 there were 37 open claims, now only 19
- 2010 Total = \$1.7M | 2011 Total = \$1.5M | 2012 Est. = \$1.3M | 2013 Est. ~ \$1.1M

County-Wide we are forecasting to be slightly under Budget. And we anticipate expenses to decrease in FY 2013.



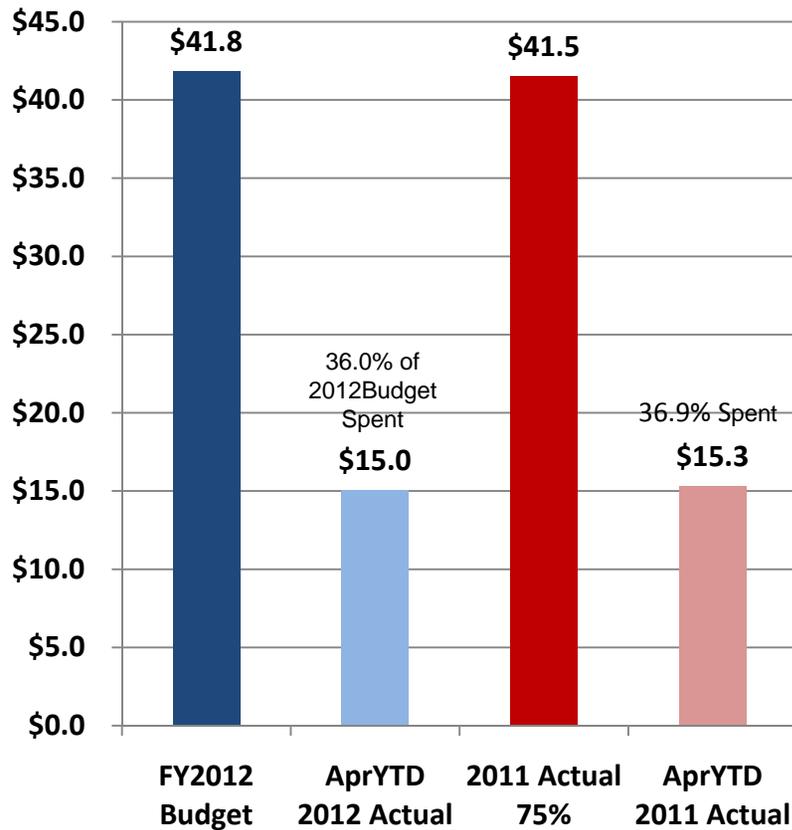
Expenditure Executive Summary

General Fund – April 2012 YTD

Summary Statement: Expenses are being managed across all departments.

38.5% of Year Lapsed for Payroll
44.4% of Year Lapsed for Monthly Expenditures

GF Expenditures



<u>General Fund - Expenditures 2012</u>				
	<u>2012 Budget</u>	<u>AprYTD Actual</u>	<u>% Spent</u>	<u>Comment #</u>
Compensation	21,663,217	8,108,472	37.4%	1
Insurance Benefits	2,530,827	959,262	37.9%	2
Payroll Taxes	1,658,495	575,468	34.7%	
Workers Comp	549,885	108,558	19.7%	3
Retirement Plans	15,753	6,023	38.2%	
Other Personnel	33,292	394	1.2%	
Total Personnel	26,451,469	9,758,177	36.9%	
Operating Costs	9,481,179	3,037,360	32.0%	4
Capital	54,800	4,500	8.2%	6
Non-Op Costs	2,027,185	881,722	43.5%	8
Debt Service	449,855	149,952	33.3%	7
Utilities/Admin	951,608	422,611	44.5%	5
Transfers	2,410,426	787,000	32.7%	
Total Expenditures	41,826,522	15,041,322	36.0%	

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



April 2012 Expenditure Executive Summary

General Fund – 38.5% of Year Lapsed

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

1. Compensation costs are 37.4% 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 April YTD as compared to the remainder of the year.
2. Insurance/Benefits costs are 37.9% 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 was 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 19.7% of the 2012 Budget
 - New claims are \$58k, which is 52% of the full year budget. This is slightly over-budget in comparison to the % of the year completed (4/9 months = 44.4%).
 - Prior year claims are \$36k, which is 13.4% 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 are forecasting General Fund Worker's Comp costs to be under the full year budget.
4. Operating costs are 32% 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.



April 2012 Expenditure Executive Summary General Fund – 38.5% of Year

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

5. Allocated Costs (Primarily Utilities & Insurance) are 44.5% of the Full Year Budget
 - The explanations included in the County-Wide section also apply to the General Fund. We believe these costs to be on target with low risk of exceeding the fiscal year budget.

6. Capital costs are at 8.2% of the 2012 Budget. Because of tight county funds, there was only a small amount budgeted for capital and only emergency needs are being addressed.

7. Debt Service is at 33.3% of the 2012 Budget. Repayments are made on a set schedule. All payments have been accurately budgeted.

8. Non-Operating Costs are at 43.5% of the 2012 Budget. This category mainly represents monthly payments. Therefore we actually should compare to 44.4% 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 April YTD we are 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



RFP Pipeline @ 5/25/2012

Description	Agency / Dept. (Customer)	Bid Date	Estimated Award Date	Estimated \$ Value (Funding)	Comments
City Club Renovations (2012-01)	Property Management (Matt Williams)	Jan 2012	Jun 2012	\$1.4-1.5M (various sources)	<ul style="list-style-type: none"> -<u>Rebid</u> project for qualified general contractors (previous RFPs were for County acting as general contractor) -Pre-proposal meeting held 2/7/12 -Proposals received 2/21/12 -Requested best and final proposals and received on 3/29/12 -Analysis and review being conducted by review committee
VOIP Phone System (2011-41)	IT (Evariste Nya)	Oct 2011	Jun 2012	\$35-38K (IT Operating Budget)	<ul style="list-style-type: none"> -Project to implement a pilot program for VOIP (Voice Over Internet Protocol) telephone system in tax campus, senior center and city club buildings -Proposals received 11/9/11; under review/analysis by IT
Guardrail Installation & Replacement (2012-08)	Public Works (Geoff Morton)	Feb 2012	Jun 2012	\$12-15K (SPLOST)	<ul style="list-style-type: none"> -Installation/repair of guardrails on roads throughout County -Seeking qualified contractor to perform work in compliance with GDOT standards and specifications -Bids received 2/23/12



RFP Pipeline @ 5/25/2012

Description	Agency / Dept. (Customer)	Bid Date	Estimated Award Date	Estimated \$ Value (Funding)	Comments
Operational Electrical Supply for Aquatic Center (2012-10)	Capital Programs (Bill Echols)	Feb 2012	Jun 2012	\$90-158K annually (from business plan)	-Seeking competitive pricing proposals -Proposals received 3/22/12 -Initial review completed by committee; Procurement preparing best and final request(s) for additional negotiations
Traffic Striping & Pavement Marking (2012-07)	Public Works (Geoff Morton)	Feb 2012	Jun 2012	\$35-40K (SPLOST)	-Seeking qualified contractor to perform work with paint and thermoplastic markings on roads throughout the County, in compliance with GDOT standards and specifications -Bids received 2/23/12
Medical Supplies (2012-16)	Fire-ES (Kevin Botts)	May 2012	Jun 2012	\$185-195K annually (Fire-ES budget)	-Previous RFP was in 2008; contract has been extended/renewed subsequently -New RFP to seek competitive pricing and strategic supply of medical supplies for squads (ambulances) -Proposals received 5/3/12 & under review by Fire-ES



RFP Pipeline @ 5/25/2012

Description	Agency / Dept. (Customer)	Bid Date	Estimated Award Date	Estimated \$ Value (Funding)	Comments
Routine & Emergency Generator Maintenance (2012-15)	Property Management & Public Safety Agencies	Apr 2012	Jun 2012	\$50-65K annually (Department budgets)	-County terminated contract with previous maintenance provider, and needs a new maintenance provider for all generators operated by Property Management, Sheriff's Office, Fire-ES and E911. -Proposals received 5/15/12 -Best and final request for clarification issued to respondents
Sheriff's Training Center Construction – Expanded Scope (2012-14)	Sheriff's Office (Stacey Williams)	May 2012	Jun 2012	\$2.5-3.5M (SPLOST & other funding sources considered)	- <u>Rebid</u> of project with expanded scope -Pre-proposal meeting to be held 4/24/12 -Proposals received 5/10/12 and under review
Inmate Telephone Services (2012-21)	Sheriff's Office (Maj. Karen Johnson)	May 2012	Jun 2012	Positive revenue	-New RFP for services to start in October 2012 -Previous contract was renewed
Inmate Commissary Services (2012-20)	Sheriff's Office (Maj. Karen Johnson)	May 2012	Jun 2012	Positive revenue	-New RFP for services to start in October 2012 -Previous contract was renewed



RFP Pipeline @ 5/25/2012

Description	Agency / Dept. (Customer)	Bid Date	Estimated Award Date	Estimated \$ Value (Funding)	Comments
Employment Screening/Testing Services (2011-27)	Human Resources (Steve McClure)	Nov 2011	Jul 2012	\$9-11K (HR General Fund Budget)	<ul style="list-style-type: none"> -RFP necessary due to current supplier ceasing operations -Services would include: third party administration, pre-employment drug/alcohol screening, random, post-accident & visible suspicion screening; a medical review officer, DOT-certified sample collection & a secure website -Proposals received 11/21/11 -Interviews conducted 2/29/12; further review/analysis being conducted by HR
Blankets Creek Construction (2012-19)	Capital Programs (Bill Echols)	Jun 2012	Jul 2012	\$500-600K (Parks Bond)	<ul style="list-style-type: none"> -Permit approval anticipated late April. -CRPA & Capital Programs working with SORBA re: design discussion and phasing plan to keep park open as much as possible during project. -Construction start anticipated August, with completion anticipated end of 2012.



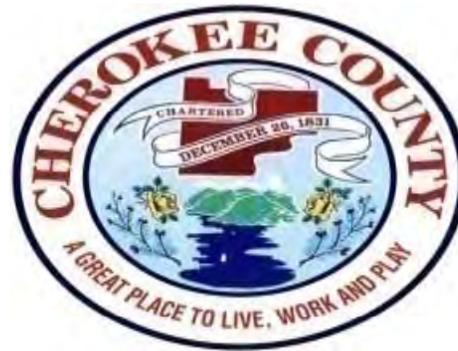
RFP Pipeline @ 5/25/2012

Description	Agency / Dept. (Customer)	Bid Date	Estimated Award Date	Estimated \$ Value (Funding)	Comments
Commerce Boulevard Phase 2 (2012-18)	Engineering (Geoff Morton)	Apr 2012	Jun 2012	\$8-9M (SPLOST)	-Seeking Georgia DOT qualified contractor for Phase 2 project, from Phase 1 end at SR 20 to SR 140, including bridge over Canton Creek -Proposals due 6/6/12
E911 Telephone System (2012-22)	E911 (Priscilla Bridges)	May 2012	Jun 2012	\$300-500K (SPLOST)	-RFP to replace E911 telephone system hardware & software with IP-based next-generation system -Proposals due 6/5/12
EMS Collection Services (2012-23)	EMS (Chief Danny West)	May 2012	July 2012	Positive revenue, cost is approx 17-19% of gross collections	-Incumbent provider of collection services has notified County of its desire to cancel contract -New RFP to seek collection agency partner for ambulance/medical costs -Collections agency starts activity after billing company exhausts its collection efforts, typically around 120 days aging -EMS preparing requirements for RFP package, expecting to issue in late May/early June



RFP Pipeline @ 5/25/2012

Description	Agency / Dept. (Customer)	Bid Date	Estimated Award Date	Estimated \$ Value (Funding)	Comments
Youth Basketball Team Uniforms for 2012-13 Season (2012-25)	CRPA (Camille Thomas)	May 2012	Jul 2012	\$70-75K (Basketball participant funded)	-New RFP for one supplier of uniforms for 2012-13 season -RFP document package being prepared
Youth Basketball Officiating & Referee Services for 2012-13 Season (2012-26)	CRPA (Camille Thomas)	May 2012	Jul 2012	\$105-109K (Basketball participant funded)	-New RFP for 2 or 3 providers of officiating services & personnel for 2012-13 season -RFP document package being prepared
Rank Ordered Parks Projects (2012-27)	Capital Programs (Bill Echols)	Jun 2012	Aug 2012	\$6-7M (Parks Bond & SPLOST)	-RFP will go to 4 rank-ordered firms ONLY, as per BoC approval of RFP2011-18 rank-ordering for future parks projects on July 19, 2011 -Capital Programs/CRPA preparing RFP package to be coordinated with Cities
Cherokee 75 Corp. Park	Cherokee Office of Economic Development (Misti Martin)	Jun 2012	Aug 2012	Approx. \$1.5M for Phases 1 & 2 (Funding from C.O.E.D.)	-Project to construct sewerage & road improvements on land for better visibility to future business partners -Procurement Office issuing RFP on behalf of C.O.E.D. -Proposals to be reviewed by C.O.E.D. committee and presented to their Board



Cherokee County Board of Commissioners

FINANCIAL REPORTS

April 2012



Cherokee County Board of Commissioners
Budget Summary
38.46% of year lapsed

Printed May 25, 2012

	2011 ACT (75%)	Actual as of 4/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 4/30/2012	% of Budget 2012	% of Budget 2011
ALL EXTERNALLY GENERATED RECURRING REVENUES BY FUND								
GENERAL FUND (100)	18,396,238	4,315,712	16,309,680	19,957	16,329,637	5,226,083	32.00%	23.46 %
LAW LIBRARY FUND (205)	109,216	9,426	105,610	0	105,610	22,970	21.75%	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	859,703	2,751,620	0	2,751,620	737,471	26.80%	30.77 %
SENIOR SERVICES FUND (221)	500,490	187,830	483,005	6,903	489,908	111,194	22.70%	37.53 %
PARKS AND RECREATION (225)	1,460,337	536,622	1,524,437	0	1,524,437	425,171	27.89%	36.75 %
INSURANCE PREMIUM FUND (230)	6,829,086	125,593	6,939,650	0	6,939,650	175,824	2.53%	1.84 %
TRANSPORTATION FUND (240)	453,526	124,341	756,206	0	756,206	139,321	18.42%	27.42 %
MULTIPLE GRANT FUND (250)	1,303,416	719,717	258,920	56,870	315,790	16,334	5.17%	55.22 %
COMMUNITY DEVELOPMENT (251)	490,682	137,672	2,092,046	0	2,092,046	289,701	13.85%	28.06 %
ANIMAL SERVICES FUND (252)	104,572	35,882	571,022	0	571,022	49,158	8.61%	34.31 %
DA'S CONDEMNATION FUND (254)	10,832	4,154	11,250	0	11,250	1,276	11.34%	38.35 %
DRUG ABUSE AND TREATMENT FUND (255)	125,574	42,703	126,965	0	126,965	36,919	29.08%	34.01 %
VICTIM/WITNESS FUND (256)	148,637	41,146	147,450	0	147,450	42,777	29.01%	27.68 %
DUI COURT FUND (257)	179,125	74,455	182,680	0	182,680	138,265	75.69%	41.57 %
FIRE ADMINISTRATION FUND (270)	4,500,764	597,238	4,336,117	20,000	4,356,117	836,409	19.20%	13.27 %
JAIL FUND (271)	323,753	101,923	319,950	0	319,950	97,134	30.36%	31.48 %
SHERIFF'S COMMISSARY FUND (272)	106,522	25,106	225,045	0	225,045	54,138	24.06%	23.57 %
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	17,398	88,850	0	88,850	32,137	36.17%	19.95 %
IMPACT FEE FUND (295)	79,282	16,398	72,800	0	72,800	69,068	94.87%	20.68 %
RECREATION CAPITAL CONSTRUCTIO (310)	13,444	10,874	53,600	0	53,600	4,681	8.73%	80.88 %
SPLOST IV (321)	407	69	0	0	0	0	0.00%	16.86 %
SPLOST V (322)	23,560,591	11,795,453	20,886,940	0	20,886,940	11,150,961	53.39%	50.06 %
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	218,599	922,908	0	922,908	219,677	23.80%	21.37 %
CONFERENCE CENTER (555)	174,531	51,672	195,050	0	195,050	83,024	42.57%	29.61 %
EMERGENCY MEDICAL SERVICES (580)	4,570,435	2,148,617	4,367,485	41,490	4,408,975	2,283,457	51.79%	47.01 %
INSURANCE AND BENEFITS FUND (605)	665,561	125,868	216,000	0	216,000	171,880	79.57%	18.91 %
FLEET MAINTENANCE FUND (610)	50	50	0	0	0	0	0.00%	99.00 %
TOTAL EXT GEN REC REVENUES	68,244,786	22,342,339	66,552,521	145,220	66,697,741	22,443,593	33.65 %	32.74 %



Cherokee County Board of Commissioners
Budget Summary
38.46% of year lapsed

Printed May 25, 2012

	2011 ACT (75%)	Actual as of 4/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 4/30/2012	% of Budget 2012	% of Budget 2011
OTHER FINANCE SOURCES								
TRANSFERS IN								
GENERAL FUND (100)	0	0	77,233	0	77,233	24,326	31.50 %	0.00 %
SHERIFF'S FORFEITURES (210)	0	0	0	0	0	0	0.00 %	0.00 %
SENIOR SERVICES FUND (220)	441,641	196,285	385,225	0	385,225	171,211	44.44 %	44.44 %
PARKS AND RECREATION (225)	548,017	243,563	551,442	0	551,442	245,085	44.44 %	44.44 %
INSURANCE PREMIUM FUND (230)	0	0	0	0	0	0	0.00 %	0.00 %
TRANSPORTATION FUND (240)	46,483	20,659	149,128	0	149,128	64,358	43.16 %	44.44 %
MULTIPLE GRANT FUND (250)	39,243	0	39,154	0	39,154	5,321	13.59 %	0.00 %
COMMUNITY DEVELOPMENT (251)	0	0	0	0	0	5,030	0.00 %	0.00 %
ANIMAL SERVICES FUND (252)	562,019	249,786	180,597	0	180,597	80,265	44.44 %	44.44 %
DUI COURT FUND (257)	75,750	33,667	75,750	0	75,750	33,667	44.44 %	44.44 %
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	2,861,503	3,132,088	0	3,132,088	2,140,125	68.33 %	44.44 %
CONFERENCE CENTER (555)	64,062	9,442	57,350	0	57,350	0	0.00 %	14.74 %
EMERGENCY MEDICAL SERVICES (580)	666,003	296,001	496,709	0	496,709	220,759	44.44 %	44.44 %
TOTAL TRANSFERS IN	8,909,065	3,910,907	6,161,260	0	6,161,260	2,990,147	48.53 %	43.90 %
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 %
EMERGENCY MEDICAL SERVICES (580)	0	0	0	0	0	69,300	0.00 %	0.00 %
TOTAL SALE OF ASSETS	1,551,907	0	0	0	0	69,300	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	2,947,388	7,224,615	0	7,224,615	2,738,481	37.90 %	40.21 %
FLEET MAINTENANCE FUND (610)	1,008,555	421,991	1,154,090	0	1,154,090	448,489	38.86 %	41.84 %
TOTAL INTERNAL SERVICE CHARGES	8,338,539	3,369,378	8,378,705	0	8,378,705	3,186,970	38.04 %	40.41 %
TOTAL OTHER FINANCE SOURCES	18,799,511	8,641,286	25,939,965	0	25,939,965	17,656,418	68.07 %	45.97 %
TOTAL INFLOWS	87,044,297	30,983,625	92,492,486	145,220	92,637,706	40,100,010	43.29 %	35.60 %
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 %



Cherokee County Board of Commissioners
Budget Summary
38.46% of year lapsed

Printed May 25, 2012

	2011 ACT (75%)	Actual as of 4/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 4/30/2012	% of Budget 2012	% of Budget 2011
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 %
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	87,044,297	30,983,625	132,318,775	228,571	132,547,345	40,100,010	30.25 %	35.60 %



**Cherokee County Board of Commissioners
Budget Summary
38.46% of year lapsed**

Printed May 25, 2012

	2011 ACT (75%)	Actual as of 4/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 4/30/2012	% of Budget 2012	% of Budget 2011
ALL EXPENDITURES BY FUND								
GENERAL FUND (100)	41,520,110	15,295,823	41,806,564	19,957	41,826,521	15,041,320	35.96%	36.84 %
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	1,135,669	3,128,866	0	3,128,866	1,151,240	36.79%	37.14 %
SENIOR SERVICES FUND (221)	826,646	303,874	868,230	6,903	875,133	314,005	35.88%	36.76 %
PARKS AND RECREATION (225)	2,016,338	677,988	2,324,428	(31,735)	2,292,693	802,619	35.01%	33.62 %
INSURANCE PREMIUM FUND (230)	4,307,145	1,790,430	4,518,236	0	4,518,236	1,670,021	36.96%	41.57 %
TRANSPORTATION FUND (240)	666,617	229,401	905,334	0	905,334	264,959	29.27%	34.41 %
MULTIPLE GRANT FUND (250)	1,541,953	788,192	298,074	56,955	355,029	120,912	34.06%	51.12 %
COMMUNITY DEVELOPMENT (251)	862,036	271,180	2,092,046	0	2,092,046	302,723	14.47%	31.46 %
ANIMAL SERVICES FUND (252)	701,606	261,105	751,619	0	751,619	260,299	34.63%	37.22 %
DA'S CONDEMNATION FUND (254)	1,729	236	30,000	0	30,000	439	1.46%	13.63 %
DRUG ABUSE AND TREATMENT FUND (255)	75,750	33,667	126,965	15,000	141,965	39,679	27.95%	44.44 %
VICTIM/WITNESS FUND (256)	149,391	57,834	158,445	0	158,445	60,598	38.25%	38.71 %
DUI COURT FUND (257)	267,022	77,682	258,430	0	258,430	109,714	42.45%	29.09 %
FIRE ADMINISTRATION FUND (270)	13,674,312	4,851,196	13,193,864	20,000	13,213,864	4,562,692	34.53%	35.48 %
JAIL FUND (271)	754,549	291,127	844,500	0	844,500	330,396	39.12%	38.58 %
SHERIFF'S COMMISSARY FUND (272)	141,247	35,008	225,045	0	225,045	46,437	20.63%	24.79 %
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	19,898	88,850	0	88,850	14,000	15.76%	23.36 %
IMPACT FEE FUND (295)	0	0	0	100,000	100,000	100,000	100.00%	0.00 %
RECREATION CAPITAL CONSTRUCTIO (310)	4,408,346	359,971	15,000,000	0	15,000,000	1,110,500	7.40%	8.17 %
SPLOST IV (321)	1,225,176	923	0	0	0	0	0.00%	0.08 %
SPLOST V (322)	19,386,092	6,997,910	24,630,323	0	24,630,323	7,195,392	29.21%	36.10 %
SPLOST 2012 (323)	0	0	1,915,844	0	1,915,844	188,767	9.85%	0.00 %
RESOURCE RECOVERY DEVELOPMT (375)	1,170,109	0	608,171	0	608,171	405,448	66.67%	0.00 %
DEBT SERVICE (410)	5,297,768	4,476,193	4,375,382	0	4,375,382	4,261,121	97.39%	84.49 %
CONFERENCE CENTER (555)	241,939	85,462	271,253	0	271,253	104,750	38.62%	35.32 %
EMERGENCY MEDICAL SERVICES (580)	5,074,524	2,077,938	4,928,354	41,490	4,969,844	2,009,396	40.43%	40.95 %
INSURANCE AND BENEFITS FUND (605)	7,237,954	3,326,984	7,503,018	0	7,503,018	2,961,748	39.47%	45.97 %
FLEET MAINTENANCE FUND (610)	1,136,404	414,888	1,154,090	0	1,154,090	428,494	37.13%	36.51 %
TOTAL ALL EXPENDITURES BY FUND	116,158,185	43,972,199	132,318,775	228,571	132,547,345	43,954,784	33.16 %	37.86 %

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 4/30/2012

Printed May 25, 2012

Fund	Beginning Balance	Revenues & Other Financing Sources	Expenditures	Ending Balance	Net Increase/ (Decrease)
100 GENERAL FUND	30,118,666	5,250,409	15,041,320	20,327,754	(9,790,912)
205 LAW LIBRARY FUND	604,547	22,970	50,506	577,010	(27,536)
210 SHERIFF'S FORFEITURES	91,699	15,597	9,376	97,921	6,222
215 EMERGENCY 911 TELEPHONE FUND	1,450,843	737,471	1,151,240	1,037,074	(413,769)
220 SENIOR SERVICES FUND	9,450	282,405	314,005	(22,150)	(31,600)
225 PARKS AND RECREATION	220,183	670,256	802,619	87,820	(132,363)
230 INSURANCE PREMIUM FUND	353,146	175,824	1,670,021	(1,141,051)	(1,494,197)
240 TRANSPORTATION FUND	0	203,679	264,959	(61,280)	(61,280)
250 MULTIPLE GRANT FUND	36,849	21,655	120,912	(62,408)	(99,256)
251 COMMUNITY DEVELOPMENT	(17,661)	294,730	302,723	(25,653)	(7,992)
252 ANIMAL SERVICES FUND	34,353	129,424	260,299	(96,523)	(130,876)
254 DA's CONDEMNATION FUND	85,747	1,276	439	86,583	836
255 DRUG ABUSE AND TREATMENT FUND	542,901	36,919	39,679	540,141	(2,760)
256 VICTIM/WITNESS FUND	27,203	42,777	60,598	9,382	(17,821)
257 DUI COURT FUND	80,024	171,931	109,714	142,241	62,217
270 FIRE ADMINISTRATION FUND	12,922,118	836,409	4,562,692	9,195,835	(3,726,283)
271 JAIL FUND	1,652,741	97,134	330,396	1,419,480	(233,261)
272 SHERIFF'S COMMISSARY FUND	45,980	54,138	46,437	53,680	7,701
273 CONFISCATED ASSETS FUND	239,079	12,965	37,233	214,811	(24,268)
275 HOTEL/ MOTEL TAX FUND	0	32,137	14,000	18,137	18,137
295 IMPACT FEE FUND	3,787,425	69,068	100,000	3,756,493	(30,932)
310 RECREATION CAPITAL CONSTRUCTIO	21,794,559	11,414,681	1,110,500	32,098,740	10,304,181
320 SPLOST III	0	0	0	0	0
321 SPLOST IV	(124)	0	0	(124)	0
322 SPLOST V	9,356,220	11,150,961	7,195,392	13,311,790	3,955,569
323 SPLOST 2012	0	0	188,767	(188,767)	(188,767)
375 RESOURCE RECOVERY DEVELOPMT	608,171	0	405,448	202,724	(405,448)
410 DEBT SERVICE	7,619,150	2,359,802	4,261,121	5,717,831	(1,901,319)
555 CONFERENCE CENTER	159,089	83,024	104,750	137,362	(21,726)
580 EMERGENCY MEDICAL SERVICES	1,235,897	2,573,516	2,009,396	1,800,017	564,120
605 INSURANCE AND BENEFITS FUND	2,268,112	2,910,362	2,961,748	2,216,726	(51,387)
610 FLEET MAINTENANCE FUND	460,591	448,489	428,494	480,586	19,995
	<u>95,786,957</u>	<u>40,100,010</u>	<u>43,954,784</u>	<u>91,932,182</u>	<u>(3,854,774)</u>



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 4/30/2012

Printed May 25, 2012

	Actual as of 4/30/2010	2011 ACT (75%)	Actual as of 4/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 4/30/2012	% of Budget
GENERAL FUND (100)								
FUNDING SOURCES	6,059,072	19,945,645	5,676,712	41,806,564	19,957	41,826,521	5,250,409	12.55%
EXPENDITURES	16,715,554	31,699,631	15,295,823	41,806,564	19,957	41,826,521	15,041,320	35.96%
Excess Funding Sources over Expenditures	(10,656,482)	(11,753,987)	(9,619,111)	0	0	0	(9,790,912)	
LAW LIBRARY FUND (205)								
FUNDING SOURCES	0	109,216	9,426	105,610	0	105,610	22,970	21.75%
EXPENDITURES	0	90	90	105,610	0	105,610	50,506	47.82%
Excess Funding Sources over Expenditures	0	109,126	9,336	0	0	0	(27,536)	
SHERIFF'S FORFEITURES (210)								
FUNDING SOURCES	0	0	0	131,965	0	131,965	15,597	11.82%
EXPENDITURES	0	0	0	131,965	0	131,965	9,376	7.10%
Excess Funding Sources over Expenditures	0	0	0	0	0	0	6,222	
EMERGENCY 911 TELEPHONE FUND (215)								
FUNDING SOURCES	1,343,211	2,794,096	859,703	3,128,866	0	3,128,866	737,471	23.57%
EXPENDITURES	1,216,938	2,522,773	1,135,669	3,128,866	0	3,128,866	1,151,240	36.79%
Excess Funding Sources over Expenditures	126,274	271,323	(275,966)	0	0	0	(413,769)	
SENIOR SERVICES FUND (220)								
FUNDING SOURCES	302,515	616,357	384,115	868,230	6,903	875,133	282,405	32.27%
EXPENDITURES	299,321	607,919	303,874	868,230	6,903	875,133	314,005	35.88%
Excess Funding Sources over Expenditures	3,194	8,438	80,241	0	0	0	(31,600)	
PARKS AND RECREATION (225)								
FUNDING SOURCES	957,004	2,008,354	780,185	2,324,428	(31,735)	2,292,693	670,256	29.23%
EXPENDITURES	775,932	1,262,050	677,988	2,324,428	(31,735)	2,292,693	802,619	35.01%
Excess Funding Sources over Expenditures	181,072	746,305	102,196	0	0	0	(132,363)	
INSURANCE PREMIUM FUND (230)								
FUNDING SOURCES	143,044	6,829,086	125,593	4,518,236	0	4,518,236	175,824	3.89%
EXPENDITURES								
DEVELOPMENT SERVICES CENTER	66,797	134,794	56,474	162,707	0	162,707	55,452	34.08%
GIS/MAPPING	0	0	0	207,646	0	207,646	81,641	39.32%
ANIMAL CONTROL	0	0	0	280,430	0	280,430	95,462	34.04%
ROADS AND BRIDGES	843,659	1,373,990	680,243	1,749,960	0	1,749,960	613,804	35.08%
STORMWATER MGT ENGINEERING	75,376	164,547	68,079	271,448	0	271,448	99,215	36.55%
ENGINEERING DEVELOPMENT SERVIC	102,308	221,527	114,008	211,938	0	211,938	79,268	37.40%
ENGINEERING	157,637	340,635	165,926	373,422	0	373,422	129,864	34.78%
CONSERVATION ADMINISTRATION	16,079	42,643	17,825	47,554	0	47,554	17,900	37.64%
FOREST RESOURCES CONSERVATION	5,930	0	0	11,119	0	11,119	4,942	44.44%
BUILDING INSPECTIONS	172,516	343,911	155,907	352,568	0	352,568	133,731	37.93%
PLANNING AND LAND USE	274,460	425,589	243,666	483,898	0	483,898	223,520	46.19%
CODE ENFORCEMENT	163,054	426,674	171,635	365,545	0	365,545	135,220	36.99%



**Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 4/30/2012**

Printed May 25, 2012

	Actual as of 4/30/2010	2011 ACT (75%)	Actual as of 4/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 4/30/2012	% of Budget
INTERFUND TRANSFERS	308,386	116,667	116,667	0	0	0	0	0.00%
EXPENDITURES	2,186,203	3,590,977	1,790,430	4,518,236	0	4,518,236	1,670,021	36.96%
Excess Funding Sources over Expenditures	(2,043,160)	3,238,109	(1,664,836)	0	0	0	(1,494,197)	
TRANSPORTATION FUND (240)								
FUNDING SOURCES	271,870	500,009	145,000	905,334	0	905,334	203,679	22.50%
EXPENDITURES								
5307 TRANSPORTATION PROGRAM	31,598	0	0	0	0	0	675	0.00%
5311 TRANSPORTATION PROGRAM	150,231	346,585	168,234	492,678	0	492,678	181,446	36.83%
ARRA - CATS 5307	145,451	1,168	1,168	191,428	0	191,428	0	0.00%
5311 ARRA GRANT	0	3,293	3,293	48,000	0	48,000	24,228	50.48%
CANTON SHUTTLE	33,325	72,634	30,927	90,728	0	90,728	31,549	34.77%
266 TRANSPORATION GRANT	0	25,780	25,780	82,500	0	82,500	27,060	32.80%
EXPENDITURES	360,605	449,460	229,401	905,334	0	905,334	264,959	29.27%
Excess Funding Sources over Expenditures	(88,735)	50,549	(84,401)	0	0	0	(61,280)	
MULTIPLE GRANT FUND (250)								
FUNDING SOURCES	143,642	1,342,659	719,717	298,074	56,955	355,029	21,655	6.10%
EXPENDITURES								
ACCG INTERNSHIP PROGRAM	0	351	2,076	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 2011	0	0	0	0	2,250	2,250	0	0.00%
CITIZENS CORP PROGRAM	0	5,168	4,495	0	2,434	2,434	1,680	69.03%
CITIZENS CORP PROGRAM	0	0	0	0	9,000	9,000	0	0.00%
DUI/DRUG COURT GRANT 2007	11,688	23,249	6,858	28,434	0	28,434	8,438	29.68%
JUDICIAL COUNCIL OF GA DUI GRANT	4,321	17,654	17,654	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	57,750	620,257	618,798	0	0	0	0	0.00%
CHEROKEE FAMILY FOCUS	16,666	14,908	14,908	22,000	11,000	33,000	12,886	39.05%
GEMA HAZMAT GRANT	0	500	500	0	15,000	15,000	0	0.00%
HEAT GRANT	38,239	(935)	0	0	0	0	0	0.00%
STATE & LOCAL OVERTIME ASSISTANCE	3,868	5,531	4,686	14,185	0	14,185	4,096	28.87%
SOLICITORS OFFICE JUSTICE ADMIN GRA	13,637	(210)	0	0	0	0	0	0.00%
POS JUVENILE OFFENDERS PROGRAM	600	1,650	1,650	0	0	0	0	0.00%
2010 PARTNERSHIP PERFORMANCE AGREEM	0	16,968	14,023	0	0	0	0	0.00%
2011 PARTNERSHIP PERFORMANCE AGREE	0	9,572	0	12,763	0	12,763	7,363	57.69%
JUVENILE COURT PSYCH EVAL GRANT	0	0	0	6,500	0	6,500	5,000	76.92%
RECOVERY ACT JUSTICE ASST GRANT	11,858	1,798	2,397	0	0	0	0	0.00%
ARRA JAG LABORATORY CONTRACT	7,311	6,098	6,098	0	0	0	0	0.00%
ARRA JAG TRANSCRIPTION CONTRACT	3,884	16,090	16,090	0	10,686	10,686	3,243	30.34%
STOP VAWA CJSI GRANT - DA	0	60,799	32,436	89,910	0	89,910	30,742	34.19%



**Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 4/30/2012**

Printed May 25, 2012

	Actual as of 4/30/2010	2011 ACT (75%)	Actual as of 4/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 4/30/2012	% of Budget
STOP VIOLENCE AGAINST WOMEN ACT GRA	20,108	(10,459)	8,323	0	0	0	0	0.00%
VICTIM'S OF CRIME ACT	45,219	95,739	37,200	104,702	0	104,702	37,991	36.29%
EXPENDITURES	529,473	884,727	788,192	298,074	56,955	355,029	120,912	34.06%
Excess Funding Sources over Expenditures	(385,831)	457,932	(68,474)	0	0	0	(99,256)	
COMMUNITY DEVELOPMENT (251)								
FUNDING SOURCES	0	490,682	137,672	2,092,046	0	2,092,046	294,730	14.09%
EXPENDITURES								
SENIOR CENTER SPLOST V	0	0	0	0	0	0	43,301	0.00%
UNASSIGNED PROJECTS	37	0	0	698,640	(155,408)	543,232	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	0	0	36,000	0	36,000	18,000	50.00%
COMMUNITY DEVELOPMENT BLOCK GRANT	35,718	90,842	37,182	87,824	0	87,824	37,341	42.52%
CHEROKEE DAY TRAINING CENTER	0	115,540	115,540	0	0	0	0	0.00%
HOLLY SPRINGS PUBLIC FACILITY PROJE	0	0	0	201,866	0	201,866	0	0.00%
HOME FUNDS GRANT	91,175	71,367	59,498	420,520	0	420,520	44,389	10.56%
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	0	0	600,000	0	600,000	0	0.00%
SENIOR TRANS PUBLIC SVC PROJECT	0	42,878	42,878	0	0	0	0	0.00%
YMCA PUBLIC SERVICE PROJECT	0	2,863	2,863	0	0	0	4,283	0.00%
EXPENDITURES	126,930	336,710	271,180	2,092,046	0	2,092,046	302,723	14.47%
Excess Funding Sources over Expenditures	(126,930)	153,972	(133,508)	0	0	0	(7,992)	
ANIMAL SERVICES FUND (252)								
FUNDING SOURCES	302,842	666,591	285,668	751,619	0	751,619	129,424	17.22%
EXPENDITURES	269,980	513,861	261,105	751,619	0	751,619	260,299	34.63%
Excess Funding Sources over Expenditures	32,862	152,730	24,563	0	0	0	(130,876)	
DA's CONDEMNATION FUND (254)								
FUNDING SOURCES	3,134	10,832	4,154	30,000	0	30,000	1,276	4.25%
EXPENDITURES	4,395	236	236	30,000	0	30,000	439	1.46%
Excess Funding Sources over Expenditures	(1,261)	10,596	3,919	0	0	0	836	
DRUG ABUSE AND TREATMENT FUND (255)								
FUNDING SOURCES	37,405	125,574	42,703	126,965	15,000	141,965	36,919	26.01%
EXPENDITURES	33,679	33,667	33,667	126,965	15,000	141,965	39,679	27.95%
Excess Funding Sources over Expenditures	3,726	91,907	9,037	0	0	0	(2,760)	
VICTIM/WITNESS FUND (256)								
FUNDING SOURCES	37,535	148,637	41,146	158,445	0	158,445	42,777	27.00%
EXPENDITURES	66,646	88,304	57,834	158,445	0	158,445	60,598	38.25%
Excess Funding Sources over Expenditures	(29,111)	60,333	(16,687)	0	0	0	(17,821)	



**Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 4/30/2012**

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DUI COURT FUND (257)								
FUNDING SOURCES	110,318	254,875	108,122	258,430	0	258,430	171,931	66.53%
EXPENDITURES	94,295	107,459	77,682	258,430	0	258,430	109,714	42.45%
Excess Funding Sources over Expenditures	16,022	147,416	30,439	0	0	0	62,217	
FIRE ADMINISTRATION FUND (270)								
FUNDING SOURCES	1,782,164	4,503,264	597,238	13,193,864	20,000	13,213,864	836,409	6.33%
EXPENDITURES								
FIRE ADMINISTRATION	320,478	911,166	315,184	870,325	0	870,325	273,311	31.40%
FIRE MARSHALL	129,476	350,555	113,841	312,457	0	312,457	104,427	33.42%
FIRE FIGHTING	4,193,339	10,486,518	4,199,083	11,255,470	20,000	11,275,470	3,973,792	35.24%
FIRE PREVENTION	54,027	106,542	55,219	108,235	0	108,235	36,101	33.35%
FIRE TRAINING	208,499	450,177	167,869	647,377	0	647,377	175,060	27.04%
EXPENDITURES	4,905,819	12,304,957	4,851,196	13,193,864	20,000	13,213,864	4,562,692	34.53%
Excess Funding Sources over Expenditures	(3,123,654)	(7,801,693)	(4,253,958)	0	0	0	(3,726,283)	
JAIL FUND (271)								
FUNDING SOURCES	95,587	323,753	101,923	844,500	0	844,500	97,134	11.50%
EXPENDITURES	126,042	291,127	291,127	844,500	0	844,500	330,396	39.12%
Excess Funding Sources over Expenditures	(30,455)	32,626	(189,204)	0	0	0	(233,261)	
SHERIFF'S COMMISSARY FUND (272)								
FUNDING SOURCES	0	106,522	25,106	225,045	0	225,045	54,138	24.06%
EXPENDITURES	0	35,008	35,008	225,045	0	225,045	46,437	20.63%
Excess Funding Sources over Expenditures	0	71,514	(9,902)	0	0	0	7,701	
CONFISCATED ASSETS FUND (273)								
FUNDING SOURCES	0	78,647	18,119	75,270	0	75,270	12,965	17.22%
EXPENDITURES	0	111,532	111,532	75,270	0	75,270	37,233	49.47%
Excess Funding Sources over Expenditures	0	(32,885)	(93,413)	0	0	0	(24,268)	
HOTEL/ MOTEL TAX FUND (275)								
FUNDING SOURCES	13,504	87,188	17,398	88,850	0	88,850	32,137	36.17%
EXPENDITURES	24,277	19,898	19,898	88,850	0	88,850	14,000	15.76%
Excess Funding Sources over Expenditures	(10,774)	67,290	(2,500)	0	0	0	18,137	
IMPACT FEE FUND (295)								
FUNDING SOURCES	13,629	104,551	16,398	0	100,000	100,000	69,068	69.07%
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	(103,701)	104,551	16,398	0	0	0	(30,932)	
RECREATION CAPITAL CONSTRUCTIO (310)								



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FUNDING SOURCES	8,593	13,444	10,874	15,000,000	0	15,000,000	11,414,681	76.10%
EXPENDITURES								
2012 G O BOND	0	0	0	0	0	0	113,975	0.00%
UNASSIGNED PROJECTS	17,470	3	3	4,612,789	0	4,612,789	0	0.00%
PARKS ENGINEERING/OPERATIONS	47,675	162,640	56,304	228,798	0	228,798	79,682	34.83%
PARK EQUIPMENT	25,695	32,221	32,221	0	0	0	12,919	0.00%
PARKS - CITY CLUB	3,900	0	0	408,414	0	408,414	40	0.01%
UNIVETER/KILLIAN	6,539	0	0	0	0	0	8	0.00%
PATRIOT'S PK -KELLOGG CK/VICTORY DR	24,491	25,779	25,779	0	0	0	1,190	0.00%
SOCCER COMPLEX	265,669	31,836	31,836	850,000	0	850,000	440,687	51.85%
CANTON PARK ALONG THE ETOWAH	825	31,247	31,247	0	0	0	29	0.00%
HIGHWAY 20 - EAST PARK	3,675	12,674	12,674	0	0	0	26	0.00%
DUNN PROPERTY - SW PARK	386	(13,194)	(13,194)	0	0	0	90	0.00%
BLANKET CREEK	288,111	667	667	650,000	0	650,000	19	0.00%
AQUATIC CENTER	1,973	109,179	109,179	8,250,000	0	8,250,000	78,186	0.95%
GREENSPACE	0	17,080	17,080	0	0	0	0	0.00%
HOLLY SPRINGS PARK	0	0	0	0	0	0	17	0.00%
WOODSTOCK GREENPRINTGS	0	33,140	33,140	0	0	0	48	0.00%
WALESKA PARK	0	0	0	0	0	0	964	0.00%
WILLOUGHBY SEWELL PROPERTY	0	942	942	0	0	0	0	0.00%
BUFFINGTON PARK RENOVATION	0	4,675	4,675	0	0	0	0	0.00%
HOBGOOD PARK RENOVATIONS	0	4,552	4,552	0	0	0	344,173	0.00%
SEQUOYAH PARK	0	12,866	12,866	0	0	0	35,618	0.00%
RECREATION CENTER	0	0	0	0	0	0	2,830	0.00%
EXPENDITURES	686,408	466,307	359,971	15,000,000	0	15,000,000	1,110,500	7.40%
Excess Funding Sources over Expenditures	(677,815)	(452,863)	(349,097)	0	0	0	10,304,181	
SPLOST IV (321)								
FUNDING SOURCES	1,542	407	69	0	0	0	0	0.00%
EXPENDITURES								
GREENSPACE SPLOST IV	0	923	923	0	0	0	0	0.00%
EXPENDITURES	2	923	923	0	0	0	0	0.00%
Excess Funding Sources over Expenditures	1,540	(516)	(855)	0	0	0	0	
SPLOST V (322)								
FUNDING SOURCES	4,699,363	23,562,786	11,795,453	24,630,323	0	24,630,323	11,150,961	45.27%
EXPENDITURES								
COMMUNITY CENTERS	16,063	2,966	2,966	0	0	0	0	0.00%
TRANSFER FOR DEBT SERVICE PAYMENTS	1,388,889	1,388,889	1,388,889	3,132,088	0	3,132,088	1,388,889	44.34%
LIBRARY SPLOST V	100,000	100,000	100,000	1,950,000	0	1,950,000	34	0.00%
PARKS & RECREATION SPLOST V	235,256	382,316	382,316	5,148,406	0	5,148,406	2,277	0.04%



**Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 4/30/2012**

Printed May 25, 2012

	Actual as of 4/30/2010	2011 ACT (75%)	Actual as of 4/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 4/30/2012	% of Budget
CITY DISTRIBUTION	927,578	2,146,907	2,146,907	4,328,898	0	4,328,898	2,357,939	54.47%
ADMIN/ACCOUNTING	18,711	49,962	19,050	52,815	0	52,815	19,411	36.75%
ADMINISTRATION/ENGINEERING	57,629	167,668	71,872	243,435	0	243,435	73,709	30.28%
ROADS & BRIDGES	246,775	363,784	519,946	1,298,529	0	1,298,529	590,025	45.44%
ROAD PROJECTS	779,970	1,668,813	974,113	2,050,722	0	2,050,722	483,718	23.59%
TRICKUM RD @ WAGON TRAIL	0	812	812	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%
ADMINISTRATION BUILDING	488,903	255,640	255,640	0	0	0	313,620	0.00%
FIRE - SPLOST V	539,754	12,520	12,520	3,340,135	0	3,340,135	0	0.00%
COMMUNICATIONS - E911	0	2,634	2,634	400,000	0	400,000	2,399	0.60%
LAW ENFORCEMENT	305,071	0	0	1,898,102	0	1,898,102	0	0.00%
SHERIFF VEHICLES	0	122,500	122,500	0	0	0	0	0.00%
SENIOR CENTER SPLOST V	0	0	0	450,000	0	450,000	870	0.19%
AIRPORT SPLOST V	1,812,070	997,746	997,746	267,193	0	267,193	909,965	340.56%
PATRIOT'S PK -KELLOGG CK/VICTORY DR	0	8,565	0	0	0	0	0	0.00%
AQUATIC CENTER	0	0	0	0	0	0	1,052,570	0.00%
EXPENDITURES	6,977,667	7,671,721	6,997,910	24,630,323	0	24,630,323	7,195,392	29.21%
Excess Funding Sources over Expenditures	(2,278,305)	15,891,065	4,797,542	0	0	0	3,955,569	
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	188,767	9.85%
Excess Funding Sources over Expenditures	0	0	0	0	0	0	(188,767)	
RESOURCE RECOVERY DEVELOPMT (375)								
FUNDING SOURCES	0	154,989	0	608,171	0	608,171	0	0.00%
EXPENDITURES	0	0	0	608,171	0	608,171	405,448	66.67%
Excess Funding Sources over Expenditures	0	154,989	0	0	0	0	(405,448)	
DEBT SERVICE (410)								
FUNDING SOURCES	3,022,587	7,461,179	3,080,103	4,375,382	0	4,375,382	2,359,802	53.93%
EXPENDITURES	4,224,326	4,476,193	4,476,193	4,375,382	0	4,375,382	4,261,121	97.39%
Excess Funding Sources over Expenditures	(1,201,738)	2,984,986	(1,396,090)	0	0	0	(1,901,319)	
CONFERENCE CENTER (555)								
FUNDING SOURCES	58,773	238,593	61,114	271,253	0	271,253	83,024	30.61%
EXPENDITURES	50,482	85,462	85,462	271,253	0	271,253	104,750	38.62%
Excess Funding Sources over Expenditures	8,290	153,131	(24,347)	0	0	0	(21,726)	
EMERGENCY MEDICAL SERVICES (580)								
FUNDING SOURCES	2,482,850	5,236,438	2,444,618	4,928,354	41,490	4,969,844	2,573,516	51.78%
EXPENDITURES	1,852,815	3,371,560	2,077,938	4,928,354	41,490	4,969,844	2,009,396	40.43%
Excess Funding Sources over Expenditures	630,035	1,864,878	366,680	0	0	0	564,120	



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 4/30/2012

Printed May 25, 2012

	Actual as of 4/30/2010	2011 ACT (75%)	Actual as of 4/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 4/30/2012	% of Budget
INSURANCE AND BENEFITS FUND (605)								
FUNDING SOURCES	2,572,619	7,995,545	3,073,256	7,503,018	0	7,503,018	2,910,362	38.79%
EXPENDITURES	3,278,648	6,629,226	3,326,984	7,503,018	0	7,503,018	2,961,748	39.47%
Excess Funding Sources over Expenditures	(706,029)	1,366,319	(253,727)	0	0	0	(51,387)	
FLEET MAINTENANCE FUND (610)								
FUNDING SOURCES	422,477	1,008,605	422,040	1,154,090	0	1,154,090	448,489	38.86%
EXPENDITURES	450,465	681,622	414,888	1,154,090	0	1,154,090	428,494	37.13%
Excess Funding Sources over Expenditures	(27,988)	326,983	7,153	0	0	0	19,995	
TOTAL FUNDING SOURCES	24,885,279	86,718,523	30,983,625	132,318,775	228,571	132,547,345	40,100,010	30.25%
TOTAL EXPENDITURES	45,374,232	78,243,400	43,972,199	132,318,775	228,571	132,547,345	43,954,784	33.16%
TOTAL EXCESS FUNDING SOURCES OVER EXPENDITURES	(20,488,953)	8,475,123	(12,988,574)	0	0	0	(3,854,774)	

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.

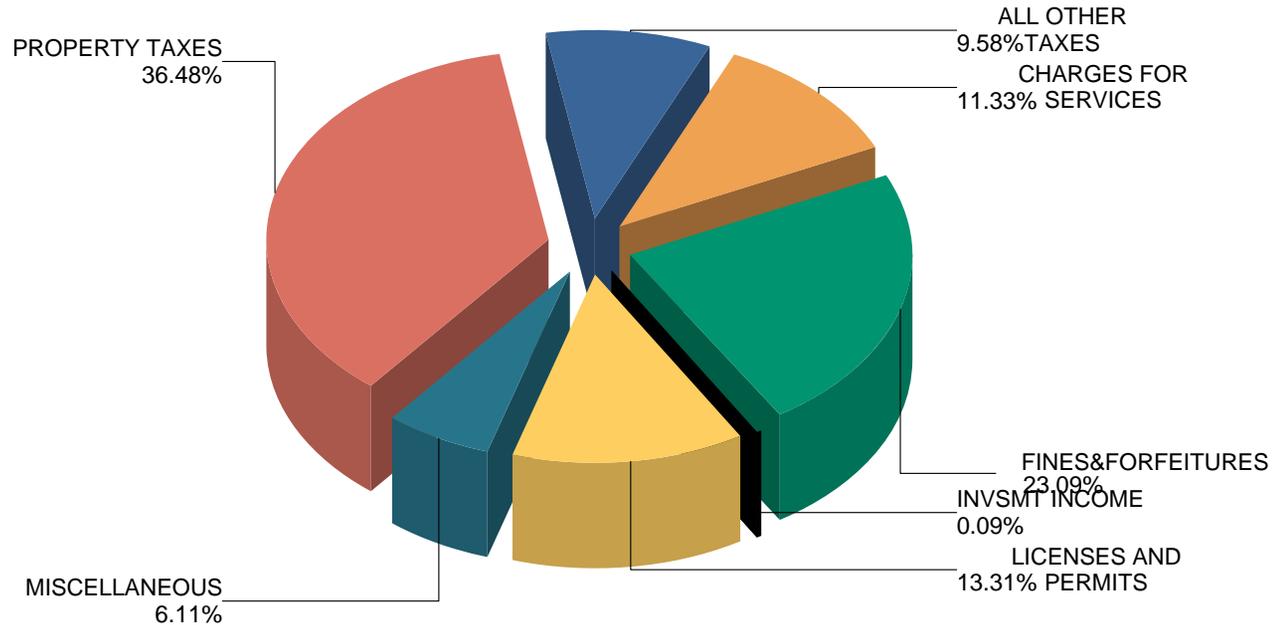


Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
38.46% of year lapsed

Printed May 25, 2012

	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	1,313,345	15.98 %	7,070,205	0	7,070,205	1,906,416	26.96 %
ALL OTHER TAXES	1,766,178	388,363	21.99 %	1,746,800	0	1,746,800	500,709	28.66 %
LICENSES AND PERMITS	822,527	749,308	91.10 %	766,600	0	766,600	695,659	90.75 %
INTERGOVERNMENTAL RE	82,611	40,000	48.42 %	42,000	0	42,000	0	0.00 %
CHARGES FOR SERVICES	3,142,570	366,703	11.67 %	2,523,750	0	2,523,750	592,131	23.46 %
FINES AND FORFEITURE	3,704,266	1,123,427	30.33 %	3,661,100	0	3,661,100	1,206,830	32.96 %
INVESTMENT INCOME	13,926	10,958	78.69 %	4,500	0	4,500	4,849	107.75 %
MISCELLANEOUS	643,740	323,607	50.27 %	494,725	19,957	514,682	319,489	62.08 %
TOTAL EXT GEN REC REVENUES	18,396,238	4,315,712	23.46 %	16,309,680	19,957	16,329,637	5,226,083	32.00 %

General Fund Revenues By Source



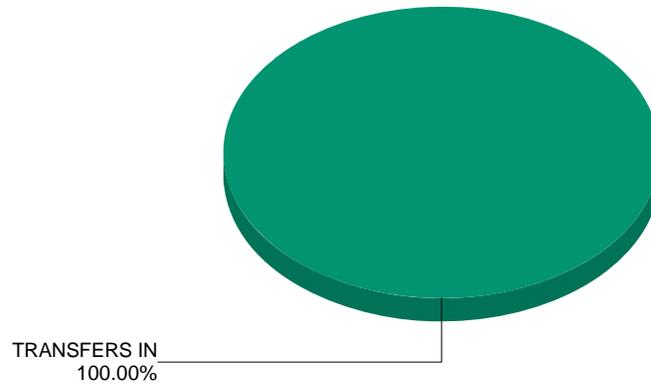


Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
38.46% of year lapsed

Printed May 25, 2012

	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	24,326	31.50 %
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	24,326	31.50 %

General Fund Other Financing Sources



TOTAL INFLOWS	19,945,645	5,676,712	28.46 %	16,386,913	19,957	16,406,870	5,250,409	32.00 %
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	5,676,712	28.46 %	41,806,564	19,957	41,826,521	5,250,409	12.55%



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
38.46% of year lapsed

Printed May 25, 2012

	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	72,874	40.19 %	180,911	0	180,911	74,730	41.31%
COUNTY CLERK	95,840	21,884	22.83 %	62,520	0	62,520	21,270	34.02%
COUNTY MANAGER	214,946	84,154	39.15 %	204,981	0	204,981	71,131	34.70%
ELECTIONS	323,219	120,783	37.37 %	572,046	0	572,046	214,282	37.46%
COUNTY ATTORNEY	302,619	146,535	48.42 %	243,750	0	243,750	95,793	39.30% ¹
HUMAN RESOURCES	185,666	77,532	41.76 %	203,901	0	203,901	63,569	31.18%
TAX COMMISSIONER	1,104,158	412,793	37.39 %	1,137,662	0	1,137,662	421,616	37.06%
TAX ASSESSOR	1,180,436	429,573	36.39 %	1,213,434	0	1,213,434	441,540	36.39% ²
GENERAL ADMINISTRATION	68,512	11,078	16.17 %	19,593	0	19,593	24,588	125.49% ³
PRINTING AND COPY CENTER	97,872	35,061	35.82 %	87,903	0	87,903	45,567	51.84%
CORONER	83,200	27,720	33.32 %	77,127	0	77,127	33,627	43.60%
HEALTH AND HUMAN SERVICES	304,034	110,301	36.28 %	245,668	0	245,668	84,619	34.44%
COUNTY EXTENSION SERVICES	58,005	22,696	39.13 %	65,512	0	65,512	23,311	35.58%
GENERAL SERVICES	4,199,811	1,572,985	37.45 %	4,315,009	0	4,315,009	1,615,644	37.44 %
CULTURAL AFFAIRS								
CHILDREN & YOUTH SERVICES	33,369	2,694	8.07 %	33,425	0	33,425	29,451	88.11%
LIBRARY ADMINISTRATION	1,518,383	608,107	40.05 %	1,366,545	0	1,366,545	607,353	44.44%
CHEROKEE ARTS CENTER	33,333	13,333	40.00 %	30,000	0	30,000	13,333	44.44%
HISTORICAL SOCIETY	23,638	9,644	40.80 %	21,680	0	21,680	9,166	42.28%
VETERANS ADMINISTRATION	4,002	1,719	42.95 %	3,960	0	3,960	1,425	35.98%
CULTURAL AFFAIRS	1,612,726	635,498	39.41 %	1,455,610	0	1,455,610	660,728	45.39 %
SUPPORT SERVICES								
FINANCE	429,808	144,563	33.63 %	430,776	0	430,776	141,019	32.74%
PURCHASING	139,874	52,207	37.32 %	145,362	0	145,362	54,857	37.74%
INFORMATION TECHNOLOGY SYSTEMS	1,025,895	318,662	31.06 %	1,138,813	0	1,138,813	394,807	34.67%
SUPPORT SERVICES	1,595,578	515,432	32.30 %	1,714,951	0	1,714,951	590,683	34.44 %
JUDICIAL SERVICES								
COURT ADMINISTRATIVE SERVICES	407,452	151,280	37.13 %	498,304	0	498,304	163,482	32.81%
SUPERIOR COURT	517,475	192,698	37.24 %	524,807	0	524,807	174,780	33.30%
SUPERIOR COURT PRE-TRIAL SERV	68,301	24,432	35.77 %	107,639	0	107,639	41,067	38.15%
INDIGENT DEFENSE	1,236,655	393,427	31.81 %	1,308,282	0	1,308,282	362,151	27.68%
CLERK OF SUPERIOR COURT	2,123,182	884,940	41.68 %	2,110,686	0	2,110,686	807,712	38.27%
BOARD OF EQUALIZATION	10,711	180	1.68 %	18,861	0	18,861	2,444	12.96%
DISTRICT ATTORNEY	1,234,360	439,259	35.59 %	1,184,166	0	1,184,166	412,588	34.84%



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
38.46% of year lapsed

Printed May 25, 2012

	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	179,224	37.33 %	493,488	0	493,488	191,604	38.83%
STATE COURT SOLICITOR	994,208	365,709	36.78 %	990,470	0	990,470	370,137	37.37%
MAGISTRATE COURT	221,989	84,411	38.03 %	228,183	0	228,183	82,381	36.10%
PROBATE COURT	417,652	159,605	38.21 %	443,760	0	443,760	165,492	37.29%
JUVENILE COURT	558,407	186,338	33.37 %	584,270	0	584,270	199,139	34.08%
ADULT PROBATION AND PAROLE	7,500	5,000	66.67 %	0	0	0	0	0.00%
JUDICIAL SERVICES	8,278,045	3,066,504	37.04 %	8,492,916	0	8,492,916	2,972,978	35.01 %
LAW ENFORCEMENT								
VICE CONTROL	500,386	204,646	40.90 %	534,817	0	534,817	184,960	34.58%
LAW ENFORCEMENT ADMINISTRATION	2,153,462	721,525	33.51 %	2,036,327	0	2,036,327	684,604	33.62%
CRIME AND INVESTIGATION	1,502,584	546,655	36.38 %	1,510,632	0	1,510,632	545,646	36.12%
MAJOR CRIMES UNIT	402,992	150,259	37.29 %	419,251	0	419,251	155,928	37.19%
UNIFORM PATROL	5,356,677	1,977,075	36.91 %	5,461,370	19,281	5,480,651	2,066,155	37.70%
SHERIFF TRAINING DIVISION	380,311	124,403	32.71 %	436,499	0	436,499	153,635	35.20%
SPECIAL DETAIL SERVICES	112,430	12,587	11.20 %	112,611	0	112,611	13,179	11.70%
COURT SERVICES	1,895,112	696,082	36.73 %	2,021,104	0	2,021,104	739,725	36.60%
SHERIFF INTERNAL AFFAIRS	81,832	28,077	34.31 %	80,898	0	80,898	32,757	40.49%
SHERIFF CROSSING GUARDS	138,847	52,502	37.81 %	125,394	0	125,394	64,829	51.70%
ADULT CORRECTIONAL INSTITUTE	7,195,045	2,574,005	35.77 %	7,233,113	0	7,233,113	2,658,419	36.75%
EMERGENCY MANAGEMENT	168,289	69,823	41.49 %	176,299	0	176,299	53,865	30.55%
LAW ENFORCEMENT	19,887,966	7,157,639	35.99 %	20,148,315	19,281	20,167,596	7,353,704	36.46 %
COUNTY MARSHAL								
ANIMAL CONTROL	216,771	75,805	34.97 %	0	0	0	0	0.00%
COUNTY MARSHAL	216,771	75,805	34.97 %	0	0	0	0	0.00 %
COMMUNITY DEVELOPMENT								
GEOGRAPHICAL INFORMATION SYSTE	220,611	80,175	36.34 %	0	0	0	0	0.00%
BUILDING INSPECTIONS	0	2,386	0.00 %	0	0	0	0	0.00%
COMMUNITY DEVELOPMENT	220,611	82,561	37.42 %	0	0	0	0	0.00 %
PUBLIC WORKS								
PROPERTY MANAGEMENT	766,202	274,340	35.81 %	765,147	676	765,823	206,385	26.95%
LANDFILL CLOSURE/POSTCLOSURE	121,830	17,700	14.53 %	119,250	0	119,250	16,710	14.01%
PUBLIC WORKS	888,032	292,040	32.89 %	884,397	676	885,073	223,095	25.21 %
COMMUNITY SERVICES								
COMMUNITY SERVICES AGENCY	76,778	28,612	37.27 %	0	0	0	0	0.00%
RECYCLABLES COLLECTION	113,261	40,813	36.03 %	114,006	0	114,006	44,093	38.68%
COMMUNITY SERVICES	190,039	69,424	36.53 %	114,006	0	114,006	44,093	38.68 %
INTERFUND TRANSFERS								



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
38.46% of year lapsed

Printed May 25, 2012

	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	196,285	44.44 %	385,225	0	385,225	171,211	44.44%
TRANSFER TO RECREATION FUND	548,017	243,563	44.44 %	551,442	0	551,442	245,085	44.44%
TRANSFER TO TRANSPORTATION	0	0	0.00 %	149,128	0	149,128	64,358	43.16%
TRANSFERS TO GRANT FUND	5,519	0	0.00 %	39,154	0	39,154	5,321	13.59%
TRANSFERS TO ANIMAL SVC FUND	562,019	249,786	44.44 %	180,597	0	180,597	80,265	44.44%
TRANS TO RRDA FUND	0	0	0.00 %	608,171	0	608,171	0	0.00%
TRANSFER TO EMERGENCY MEDICAL	403,503	179,335	44.44 %	496,709	0	496,709	220,759	44.44%
INTERFUND TRANSFERS	1,960,699	868,969	44.32 %	2,410,426	0	2,410,426	787,000	32.65 %
CAPITAL EXPENDITURES	44,231	0	0.00 %	54,800	0	54,800	4,500	8.21 %
ECONOMIC DEVELOPMENT	753,550	266,701	35.39 %	702,750	0	702,750	262,347	37.33 %
FLEX BENEFITS	4,239	0	0.00 %	15,443	0	15,443	1,881	12.18 %
WORKERS COMP/UTILITIES/OTHER ADMIN	1,667,811	693,020	41.55 %	1,497,941	0	1,497,941	524,667	35.03 %
TOTAL EXPENDITURES	41,520,110	15,295,823	36.84 %	41,806,564	19,957	41,826,521	15,041,320	35.96 %

NOTES ABOUT EXPECTED YTD SPENDING:

For payroll expenditures - 38.46% of the year has lapsed (7.5 of 19.5 payroll cycles completed).
 Other expenses may better align with a monthly cycle of expenses. For these accounts, 44.4% of the year has lapsed.
 These percentages are considered when reviewing YTD spending.

The General Fund has expended 35.96% 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 & April 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.

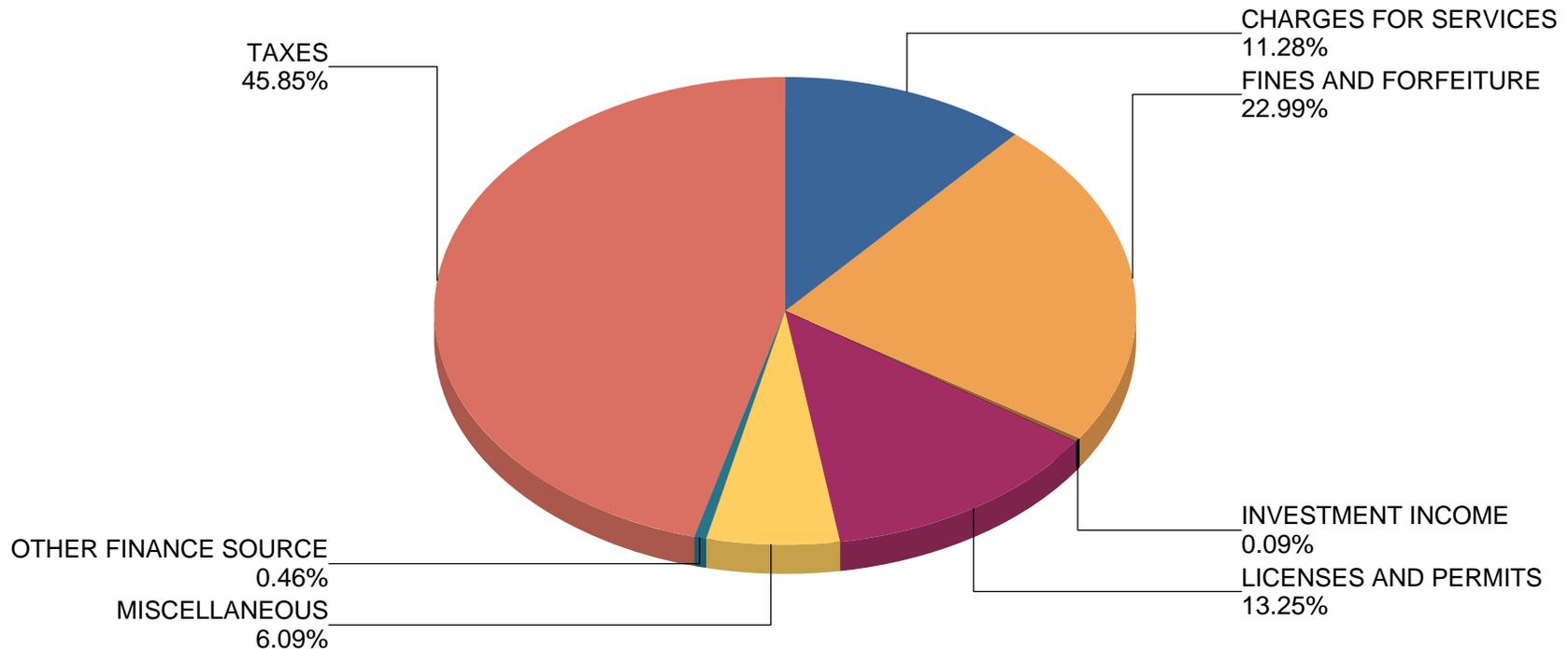


Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Account
38.46% of year lapsed

Printed May 25, 2012

		2011 75% Actual	2011 YTD Actual	% of 2011 YE Actual	2012 Original Budget	Budget Adjustments	2012 Revised Budget	2012 YTD ACT	% of 2012 Budget
ALL FUNDING SOURCES									
TAXES	31	9,986,598	1,701,708	17.04 %	8,817,005	0	8,817,005	2,407,125	27.30 %
LICENSES AND PERMITS	32	822,527	749,308	91.10 %	766,600	0	766,600	695,659	90.75 %
INTERGOVERNMENTAL RE	33	82,611	40,000	48.42 %	42,000	0	42,000	0	0.00 %
CHARGES FOR SERVICES	34	3,142,570	366,703	11.67 %	2,523,750	0	2,523,750	592,131	23.46 %
FINES AND FORFEITURE	35	3,704,266	1,123,427	30.33 %	3,661,100	0	3,661,100	1,206,830	32.96 %
INVESTMENT INCOME	36	13,926	10,958	78.69 %	4,500	0	4,500	4,849	107.75 %
MISCELLANEOUS	38	643,740	323,607	50.27 %	494,725	19,957	514,682	319,489	62.08 %
USE OF RESERVES	389*	0	0	0.00 %	25,419,651	0	25,419,651	0	0.00 %
OTHER FINANCE SOURCE	39	1,549,407	1,361,000	87.84 %	77,233	0	77,233	24,326	31.50 %
TOTAL ALL FUNDING SOURCES		19,945,645	5,676,712	28.46 %	41,806,564	19,957	41,826,521	5,250,409	12.55 %

General Fund All Funding Sources





Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Account
38.46% of year lapsed

Printed May 25, 2012

		2011 75% Actual	2011 YTD Actual	% of 2011 YE Actual	2012 Original Budget	Budget Adjustments	2012 Revised Budget	2012 YTD ACT	% of 2012 Budget
EXPENDITURES									
REGULAR EMPLOYEES	511100	20,181,026	7,702,939	38.17 %	19,517,399	0	19,517,399	7,357,269	37.70 %
SALARIES/ SALARY SUPPLEMEN	511101	171,467	66,545	38.81 %	172,917	0	172,917	67,245	38.89 %
SALARIES/ COURT SERVICE	511102	19,137	5,694	29.75 %	22,500	0	22,500	9,426	41.89 %
SALARIES/ HOLIDAY PAY	511103	135,161	24,275	17.96 %	224,150	0	224,150	43,739	19.51 %
UNIFORM ALLOWANCE	511110	38,501	17,935	46.58 %	48,788	0	48,788	18,585	38.09 %
POLL WORKER	511113	29,024	0	0.00 %	160,000	0	160,000	75,215	47.01 %
PERFECT ATTENDANCE	511115	88,900	0	0.00 %	0	0	0	0	0.00 %
PART TIME/TEMP EMPLOYEES	511200	308,971	19,310	6.25 %	666,517	0	666,517	241,162	36.18 %
OVERTIME	511300	670,915	218,488	32.57 %	850,946	0	850,946	295,831	34.76 %
GROUP INSURANCE - HEALTH	512101	2,254,734	796,987	35.35 %	2,255,567	0	2,255,567	853,168	37.82 %
GROUP INSURANCE - LIFE	512102	56,493	19,468	34.46 %	50,305	0	50,305	19,401	38.57 %
GROUP INSURANCE - DENTAL	512103	114,299	41,393	36.21 %	109,150	0	109,150	41,708	38.21 %
GROUP INSURANCE-LONG TERM	512104	112,488	39,181	34.83 %	100,394	0	100,394	39,041	38.89 %
GROUP INSURANCE-SHORT TER	512105	16,665	5,945	35.67 %	15,411	0	15,411	5,937	38.53 %
SOCIAL SECURITY (FICA) CONT	512200	1,226,249	462,265	37.70 %	1,344,136	0	1,344,136	466,391	34.70 %
MEDICARE	512300	288,726	108,062	37.43 %	314,358	0	314,358	109,077	34.70 %
RETIREMENT CONTRIBUTION/40'	512402	17,743	6,177	34.81 %	15,753	0	15,753	6,023	38.23 %
DEFINED BENEFIT PLAN	512403	269	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	18,906	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	495,540	305,929	61.74 %	380,234	0	380,234	94,011	24.72 %
ERIP	512800	240,777	57,690	23.96 %	0	0	0	0	0.00 %
OTHER EMPLOYEE BENEFITS	512900	7,004	1,293	18.47 %	5,000	0	5,000	394	7.87 %
OFFICIAL/ADMINISTRATIVE	521100	1,161	0	0.00 %	0	0	0	0	0.00 %
OFFICIAL/ADMINISTRATIVE/JURY	521101	145,000	80,000	55.17 %	93,750	0	93,750	30,000	32.00 %
ADMINISTRATIVE/ WITNESS FEE	521102	4,080	2,489	61.01 %	8,500	0	8,500	3,356	39.48 %
PROFESSIONAL	521200	875,654	339,278	38.75 %	854,881	0	854,881	234,262	27.40 %
PROFESSIONAL SERVICES/REPC	521201	246,345	97,106	39.42 %	215,997	0	215,997	61,490	28.47 %
PROFESSIONAL/COURT INTERPF	521203	58,914	21,031	35.70 %	95,375	0	95,375	21,075	22.10 %
COURT APPOINTED ATTORNEY	521204	910,915	273,023	29.97 %	1,010,150	0	1,010,150	272,945	27.02 %
PROF SVCS JUDICIAL ASSISTAN	521206	2,400	600	25.00 %	1,875	0	1,875	1,800	96.00 %
INDIGENT BURIAL	521213	0	0	0.00 %	3,000	0	3,000	0	0.00 %
ATTORNEY FOR THE DAY	521215	114,264	26,824	23.48 %	118,500	0	118,500	43,310	36.55 %
PROF SVC/GUARDIAN AD LITEM	521216	64,183	20,137	31.37 %	75,000	0	75,000	13,725	18.30 %



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Account
38.46% of year lapsed

Printed May 25, 2012

		2011 75% Actual	2011 YTD Actual	% of 2011 YE Actual	2012 Original Budget	Budget Adjustments	2012 Revised Budget	2012 YTD ACT	% of 2012 Budget
PROFESSIONAL SERVICE-MEDIC	521260	1,738,489	636,222	36.60 %	1,433,209	0	1,433,209	572,058	39.91 %
TECHNICAL	521300	205,054	80,925	39.47 %	102,875	(12,627)	90,248	20,192	22.37 %
DISPOSAL	522110	34,143	12,018	35.20 %	6,850	0	6,850	4,566	66.66 %
DISPOSAL-ENVIRONMENTAL	522116	0	0	0.00 %	13,195	0	13,195	5,556	42.11 %
CONSTRUCTION DISPOSAL	522117	0	1,200	0.00 %	3,000	0	3,000	0	0.00 %
CUSTODIAL	522130	242,340	96,870	39.97 %	210,978	0	210,978	93,768	44.44 %
LAWN CARE	522140	72,312	25,981	35.93 %	68,000	0	68,000	25,629	37.69 %
REPAIRS AND MAINTENANCE	522200	329,711	130,361	39.54 %	382,133	(80,805)	301,328	54,986	18.25 %
VEHICLE MAINTENANCE	522202	382,524	147,320	38.51 %	352,653	6,406	359,058	163,444	45.52 %
VEHICLE REPAIRS- INSURANCE (522203	6,967	1,751	25.14 %	0	3,552	3,552	4,669	131.46 %
EQUIPMENT SERVICE AGREEME	522204	0	0	0.00 %	128,786	(32,373)	96,413	10,401	10.79 %
RENTAL OF LAND AND BUILDING	522310	0	0	0.00 %	8,400	0	8,400	1,500	17.86 %
RENTAL OF EQUIPMENT AND VE	522320	143,140	44,337	30.97 %	153,637	0	153,637	47,514	30.93 %
INSURANCE, OTHER BENEFITS	523100	262,292	70,454	26.86 %	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	6,228	3,094	49.68 %	1,837	0	1,837	2,927	159.31 %
COMMUNICATIONS	523200	328,096	134,659	41.04 %	346,779	0	346,779	154,587	44.58 %
CELL PHONE	523201	169,264	66,028	39.01 %	153,573	5,000	158,573	64,924	40.94 %
POSTAGE	523250	270,102	67,790	25.10 %	292,963	0	292,963	83,540	28.52 %
ADVERTISING	523300	24,922	7,772	31.19 %	25,038	0	25,038	1,177	4.70 %
PRINTING AND BINDING	523400	26,775	4,387	16.39 %	43,368	0	43,368	9,156	21.11 %
TRAVEL	523500	83,481	25,612	30.68 %	166,819	(10,000)	156,819	48,393	30.86 %
DUES AND FEES	523600	68,960	15,344	22.25 %	80,258	0	80,258	23,574	29.37 %
EDUCATION AND TRAINING	523700	113,905	45,291	39.76 %	164,227	15,000	179,227	80,997	45.19 %
CONTRACT LABOR	523850	2,576	0	0.00 %	0	0	0	0	0.00 %
OTHER PURCHASED SERVICES	523900	33,552	10,801	32.19 %	37,363	0	37,363	11,033	29.53 %
PURCHASED SVCS DEATH PENA	523901	0	0	0.00 %	50,000	0	50,000	0	0.00 %
AUTOMOTIVE SERVICES O/S FLE	523910	56,768	26,606	46.87 %	63,750	0	63,750	10,699	16.78 %
GENERAL SUPPLIES AND MATEF	531100	502,043	176,594	35.18 %	615,314	0	615,314	176,361	28.66 %
GEN SUPPLIES/ WEAPONS & AMI	531101	133,572	12,475	9.34 %	153,397	0	153,397	30,500	19.88 %
GENERAL SUPPLIES- CUSTODIAL	531105	33,697	13,297	39.46 %	41,019	0	41,019	13,600	33.16 %
AUTOMOTIVE SUPPLIES	531150	0	0	0.00 %	14,175	0	14,175	65	0.46 %
WATER/SEWER	531210	31,353	11,535	36.79 %	57,005	0	57,005	4,338	7.61 %
NATURAL GAS	531220	14,835	8,339	56.21 %	21,780	0	21,780	6,644	30.51 %
ELECTRICITY	531230	427,743	170,695	39.91 %	420,600	0	420,600	152,665	36.30 %
GASOLINE	531270	757,332	239,542	31.63 %	685,608	0	685,608	252,508	36.83 %



**Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Account
38.46% of year lapsed**

Printed May 25, 2012

		2011 75% Actual	2011 YTD Actual	% of 2011 YE Actual	2012 Original Budget	Budget Adjustments	2012 Revised Budget	2012 YTD ACT	% of 2012 Budget
FOOD	531300	419,757	138,903	33.09 %	443,631	0	443,631	127,244	28.68 %
BOOKS AND PERIODICALS	531400	15,138	4,062	26.83 %	19,911	0	19,911	4,259	21.39 %
SMALL EQUIPMENT	531600	44,821	19,220	42.88 %	78,867	0	78,867	4,112	5.21 %
OTHER MISCELLANEOUS EQUIP	531650	499	69	13.83 %	500	0	500	0	0.00 %
NON ASSET COMPUTER EQUIPM	531660	457,814	89,407	19.53 %	563,806	125,805	689,611	298,993	43.36 %
OTHER SUPPLIES	531700	246,081	69,839	28.38 %	301,491	0	301,491	58,395	19.37 %
VEHICLES	542200	0	0	0.00 %	0	0	0	0	0.00 %
COMPUTERS	542400	29,759	0	0.00 %	54,800	0	54,800	0	0.00 %
OTHER EQUIPMENT	542500	14,472	0	0.00 %	0	0	0	4,500	0.00 %
INTERGOVERNMENTAL	571000	58,005	22,696	39.13 %	65,512	0	65,512	23,311	35.58 %
PAYMENTS TO OTHER AGENCIES	572000	2,342,826	905,653	38.66 %	2,067,703	(113,530)	1,954,173	858,105	43.91 %
PAYMENTS TO OTHERS	573000	13,180	41	0.31 %	7,500	0	7,500	306	4.08 %
BOND PRINCIPAL	581100	127,227	42,396	33.32 %	133,336	99,045	232,381	78,202	33.65 %
CAPITAL LEASE PRINCIPAL	581200	0	0	0.00 %	0	14,486	14,486	1,115	7.69 %
BOND INTEREST	582100	209,097	69,712	33.34 %	202,989	0	202,989	70,635	34.80 %
OTHER DEBT PAYMENTS	582300	0	0	0.00 %	0	0	0	0	0.00 %
TRANSFER TO SENIOR SERVICE	611221	441,641	196,285	44.44 %	385,225	0	385,225	171,211	44.44 %
TRANSFER TO RECREATION FUN	611225	548,017	243,563	44.44 %	551,442	0	551,442	245,085	44.44 %
TRANSFER TO TRANSPORTATIO	611240	0	0	0.00 %	149,128	0	149,128	64,358	43.16 %
TRANSFERS TO GRANT FUND	611250	5,519	0	0.00 %	39,154	0	39,154	5,321	13.59 %
TRANSFERS TO ANIMAL SVC FUI	611252	562,019	249,786	44.44 %	180,597	0	180,597	80,265	44.44 %
TRANS TO RRDA FUND	611375	0	0	0.00 %	608,171	0	608,171	0	0.00 %
TRANSFER TO EMERGENCY MEE	611580	403,503	179,335	44.44 %	496,709	0	496,709	220,759	44.44 %
TOTAL EXPENDITURES		41,520,110	15,295,823	36.84 %	41,806,564	19,957	41,826,521	15,041,320	35.96 %

NOTES ABOUT EXPECTED YTD SPENDING:

For payroll expenditures - 38.46% of the year has lapsed (7.5 of 19.5 payroll cycles completed).
Other expenses may better align with a monthly cycle of expenses. For these accounts, 44.4% of the year has lapsed.
These percentages are considered when reviewing YTD spending.

The General Fund has expended 35.96% 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.

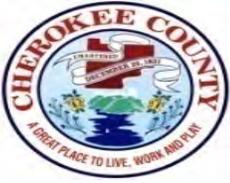
Overall we are believe the General Fund will achieve the 2012 Budget.



Cherokee County Board of Commissioners

Cash Reports

April 2012

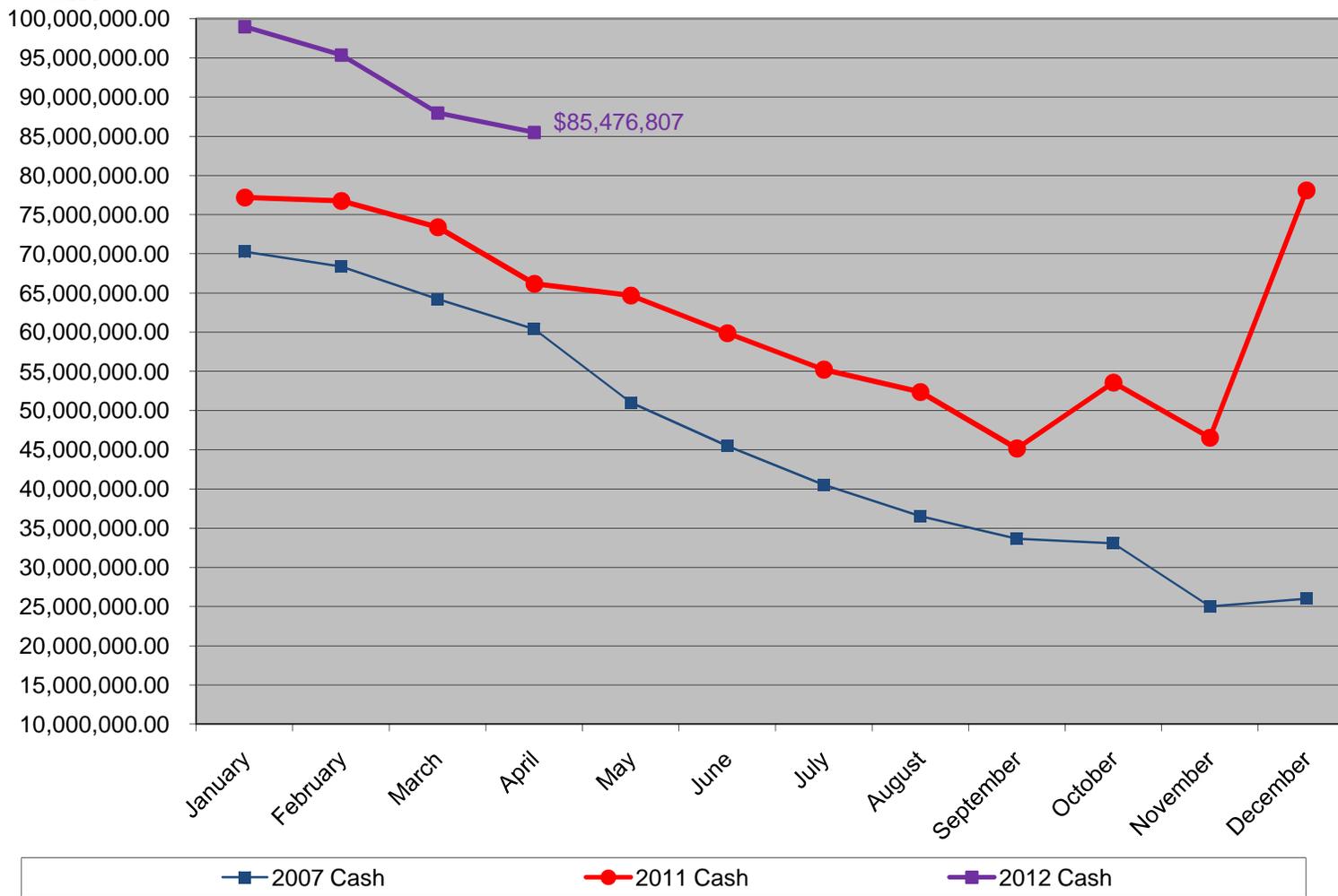


Cherokee County Board of Commissioners Cash Balance Statement

	<u>4/30/2011</u>	<u>4/30/2012</u>	<u>Increase/ Decrease</u>
General Fund	\$17,523,090	\$21,733,379	\$4,210,290
Flex Benefits	(8,030)	(31,787)	(23,757)
Law Library	(94)	(94)	(0)
E911	1,388,816	1,038,020	(350,797)
Senior Services	84,945	(21,950)	(106,894)
Parks and Recreation	(98,954)	72,318	171,273
Insurance Premium Fund	(2,234,309)	(1,126,884)	1,107,425
Transportation Fund	(253,973)	(61,280)	192,693
Grant Fund	(123,225)	(78,136)	45,089
Community Development	(149,007)	(25,653)	123,354
Animal Services	38,735	(96,448)	(135,183)
DA's Confiscation Fund	74,741	86,583	11,842
DATE Fund	501,946	540,141	38,194
Victim/ Witness Fund	2,269	9,382	7,113
DUI Fund	97,974	142,241	44,267
Fire District Fund	8,348,609	9,276,998	928,388
Jail Fund	1,941,399	1,419,480	(521,920)
Hotel/ Motel Fund	(2,500)	18,137	20,637
RRDA Bond	0	(405,448)	(405,448)
Debt Service Fund	5,858,285	5,740,466	(117,819)
Conference Center Fund	101,996	175,861	73,865
Emergency Medical	(281,590)	160,657	442,247
Insurance/ Benefits	(260,061)	2,197,424	2,457,485
Fleet Management	(125,645)	(101,308)	24,337
General & Special Revenue	\$32,425,417	\$40,662,100	\$8,236,683
Impact Fee Fund	3,634,933	3,756,493	121,560
Recreation Bond Construction Fund	27,784,762	32,098,740	4,313,979
SPLOST IV Fund	1,302,193	(124)	(1,302,318)
SPLOST V Fund	1,029,340	9,148,366	8,119,026
SPLOST 2012	0	(188,767)	(188,767)
Capital Funds	\$33,751,227	\$44,814,708	\$11,063,480
Total Ending Cash	<u>\$66,176,644</u>	<u>\$85,476,807</u>	<u>\$19,300,163</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.

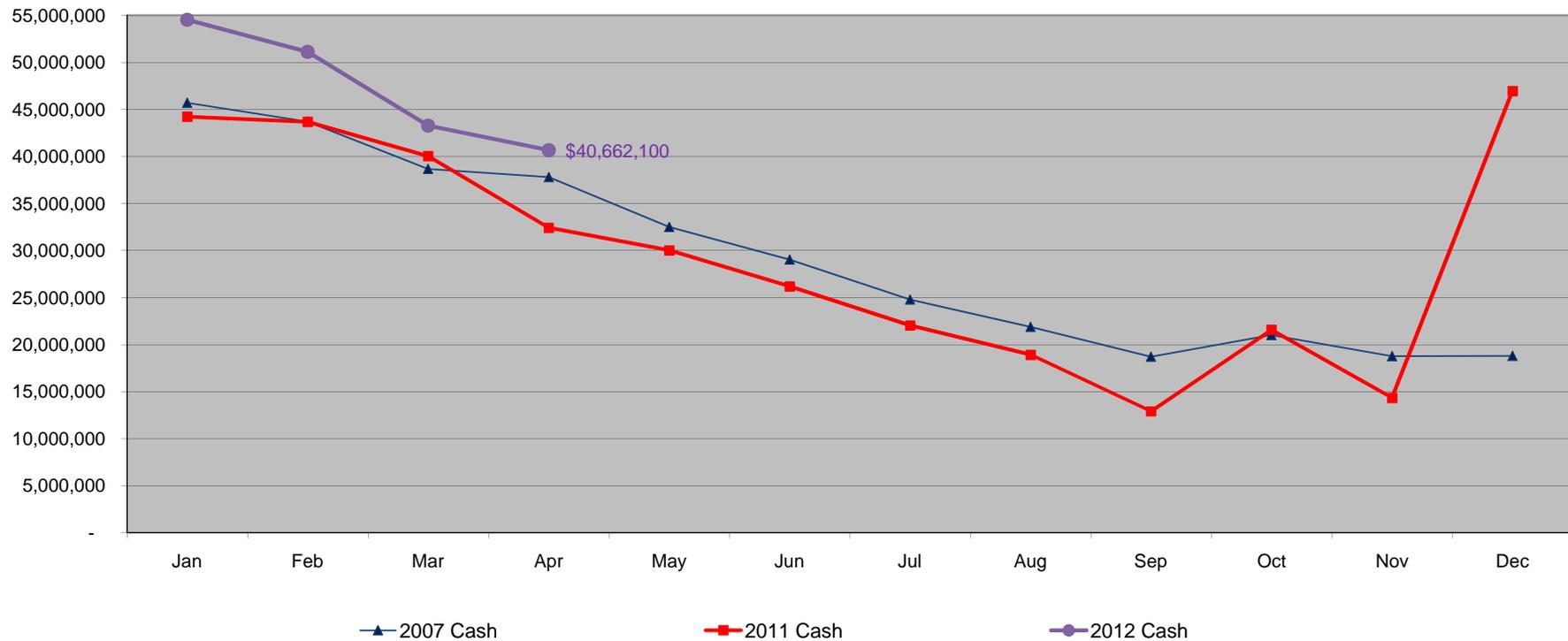


Cherokee County Board of Commissioners

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	40,662,100								

Cash w/o Capital Funds

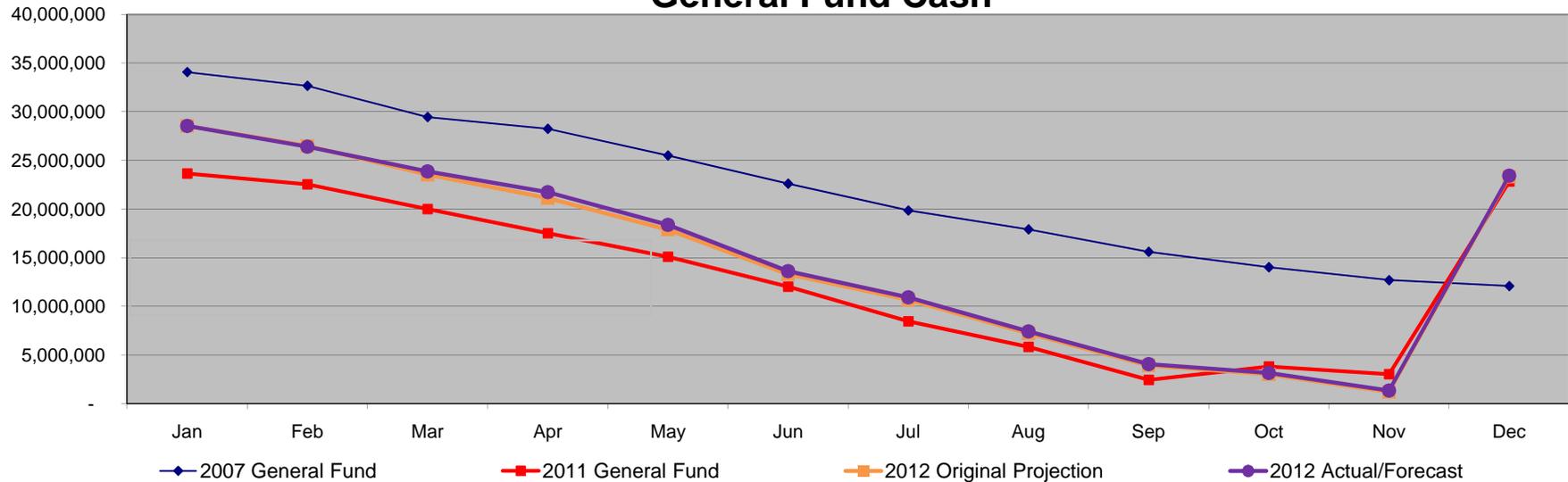




Cherokee County Board of Commissioners General Fund Cash Balance Statement

	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	21,733,379	18,367,316	13,602,127	10,920,055	7,404,513	4,047,168	3,157,142	1,338,948	23,440,843
2012 Orig Cash Projection	22,835,138	28,549,606	26,505,918	23,539,943	21,138,740	17,890,177	13,300,988	10,668,916	7,223,374	3,916,029	3,026,003	1,207,809	23,309,704
Actual to Projected	(0)	-	(91,415)	325,672	594,639	477,139	301,139	251,139	181,139	131,139	131,139	131,139	131,139

General Fund Cash

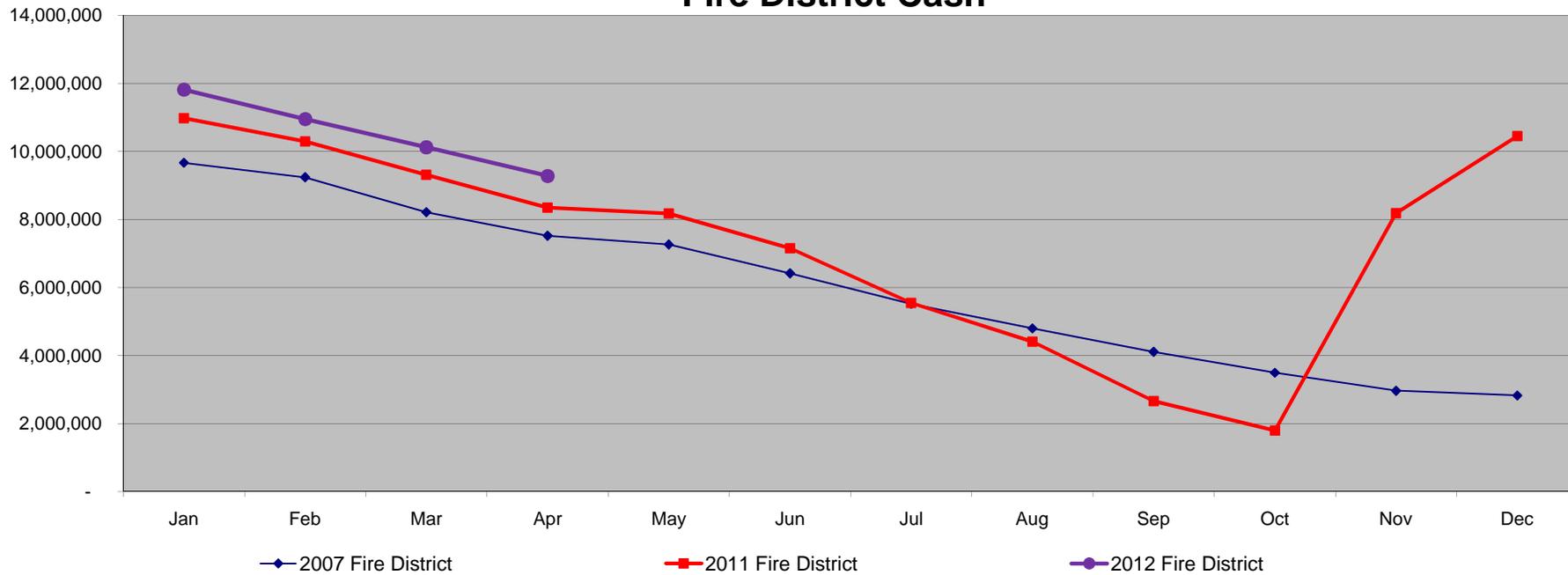




Cherokee County Board of Commissioners Fire District Cash Balance Statement

	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	9,276,998								

Fire District Cash





Cherokee County Board of Commissioners
All Funds - Cash Basis Revenues
As of 4/30/12

ALL FUND REVENUES BY SOURCE	Actual as of 4/30/10	2011 Year End Actual	Actual as of 4/30/2011	2012 Revised Budget	Actual as of 4/30/2012	Percentage of Budget
Taxes	37,473,977	100,918,539	24,450,798	41,958,097	25,067,154	59.7%
Licenses & Permits	714,454	1,195,991	560,334	1,216,600	638,534	52.5%
Intergovernmental (Primarily Grants)	897,120	5,984,228	2,079,210	4,577,516	694,192	15.2%
Charges for Services	10,232,221	30,172,614	8,555,708	20,901,670	8,021,487	38.4%
Fines & Forfeitures	1,652,501	5,984,277	1,794,736	4,750,655	1,902,791	40.1%
Interest	152,288	44,220	29,157	17,240	20,684	120.0%
Contributions	13,996	82,064	11,582	95,185	45,508	47.8%
Miscellaneous	838,502	4,106,986	679,134	41,469,123	1,509,078	3.6%
Other Financing Sources	5,535,954	16,519,749	5,271,907	17,561,260	14,469,447	82.4%
TOTAL REVENUES ALL FUNDS	\$57,511,014	\$165,008,669	\$43,432,566	\$132,547,346	\$52,368,876	39.5%
ALL FUND REVENUES BY FUND						
General Fund and Components (100-130)	25,763,363	60,145,764	15,327,895	41,826,521	13,837,656	33.1%
Law Library (205)	-	-	-	105,610	-	0.0%
Sheriff's Forfeitures	-	-	-	131,965	-	0.0%
E-911 (215)	1,462,995	3,991,821	1,613,214	3,128,866	1,359,984	43.5%
Senior Services (221)	360,806	1,095,460	405,836	875,133	333,541	38.1%
Parks and Recreation (225)	1,050,883	2,979,585	911,808	2,292,693	837,437	36.5%
Insurance Premium Fund (230)	149,607	7,015,255	132,427	4,518,236	176,259	3.9%
Transportation Fund (240)	453,364	1,035,244	289,895	905,334	320,689	35.4%
Multiple Grant (250)	279,939	2,257,553	1,229,963	355,029	105,884	29.8%
Community Development Block Grant (251)	20,575	1,190,119	320,148	2,092,046	348,052	16.6%
Animal Services (252)	303,760	905,349	288,104	751,619	135,263	18.0%
DA's Confiscation Fund (254)	3,134	18,173	4,154	30,000	1,276	4.3%
DATE (255)	47,052	158,244	59,339	141,965	46,305	32.6%
Victim Witness (256)	55,900	192,545	55,814	158,445	57,621	36.4%
DUI Court (257)	110,318	372,980	108,122	258,430	180,016	69.7%
Fire (270)	8,734,031	18,336,135	3,917,768	13,213,864	3,776,254	28.6%
Jail (271)	149,534	415,905	133,668	844,500	131,863	15.6%
Sheriff's Commissary Fund (272)	-	-	-	225,045	-	0.0%
Confiscated Assets Fund (273)	-	-	-	75,270	-	0.0%
Hotel/ Motel (275)	19,066	112,573	24,057	88,850	42,951	48.3%
Impact Fees (295)	29,563	159,920	18,464	100,000	80,136	80.1%
Recreation Bond Construction Fund (310)	32,904	(957,799)	11,426	15,000,000	11,414,681	76.1%
SPLOST IV (321)	4,487	463	95	-	-	0.0%
SPLOST V (322)	9,549,025	32,015,145	9,696,051	24,630,323	11,150,961	45.3%
SPLOST 2012 (323)	-	-	-	1,915,844	-	0.0%
Resource Recovery Development (375)	-	1,827,494	-	608,171	-	0.0%
Debt Service (410)	4,964,401	13,923,880	3,999,681	4,375,382	3,176,661	72.6%
Conference Center (555)	63,813	373,264	61,209	271,253	83,024	30.6%
EMS (580)	850,090	4,219,505	1,144,631	4,969,844	1,234,812	24.8%
Insurance/Benefits (605)	2,629,927	11,790,600	3,256,808	7,503,018	3,088,665	41.2%
Fleet (610)	422,477	1,433,494	421,991	1,154,090	448,886	38.9%
TOTAL REVENUES ALL FUNDS	\$57,511,014	\$165,008,669	\$43,432,566	\$132,547,346	\$52,368,876	39.5%



Cherokee County Board of Commissioners

EMS

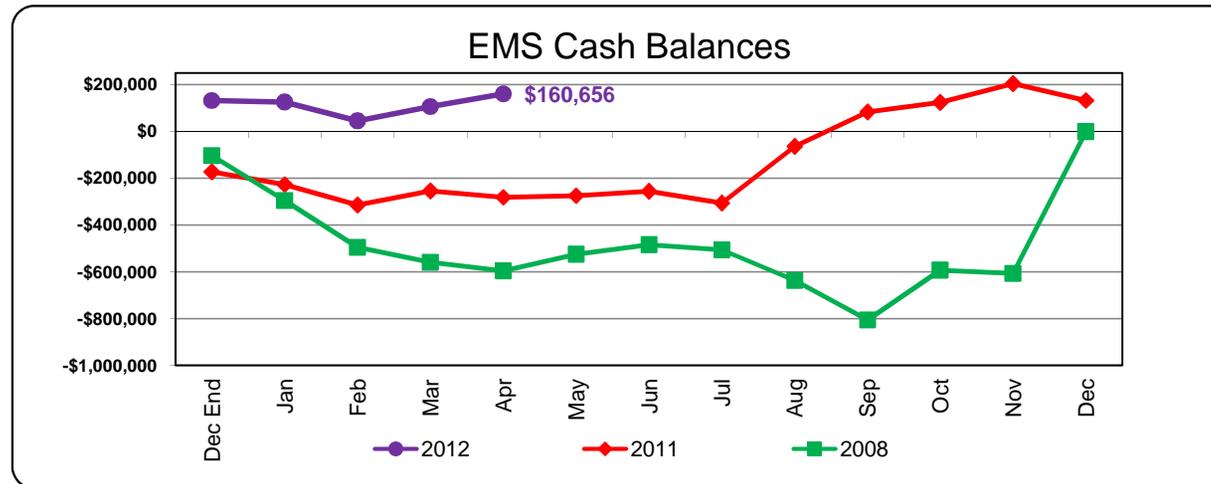
April 2012



Cherokee County Board of Commissioners Cash Basis Emergency Medical Services Statements

Printed May 25, 2012

	2011 Actual*	Actual As of 4/30/2011	2012 Revised Budget	Actual as of 4/30/2012	% of Budget
Total Cash Receipts YTD	3,331,501	848,630	2,531,902	908,412	35.88%
Salaries & Benefits	2,881,113	944,953	2,280,425	854,172	37.46%
Operating Expenses	1,027,012	307,976	812,346	358,159	44.09%
Total EMS Expenses	3,908,125	1,252,930	3,092,771	1,212,331	39.20%
Net Cash from Operations	(576,624)	(404,300)	(560,869)	(303,920)	
<u>Other Sources and (Uses)</u>					
Transfer In From General Fund	538,004	179,335	496,709	220,759	44.44%
Transfer In From Ins.Prem.Fund	350,000	116,667			0.00%
Capital Expense					0.00%
Inventories/Prepaid/Insurance/Other	(5,660)			111,388	
Use of Reserves			64,160		0.00%
Total Other Sources and (Uses)	882,344	296,001	560,869	332,147	59.22%
Total Net Cash Increased/(Expended)	305,720	(108,298)	(0)	28,227	
Beginning Cash Balance	(173,292)	(173,292)	132,428	132,429	
Ending Cash Balance	132,428	(281,590)	132,428	160,656	



When the 2011 Budget was developed, we planned to collect an average of \$280k/month. Currently we are at only \$227k/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.

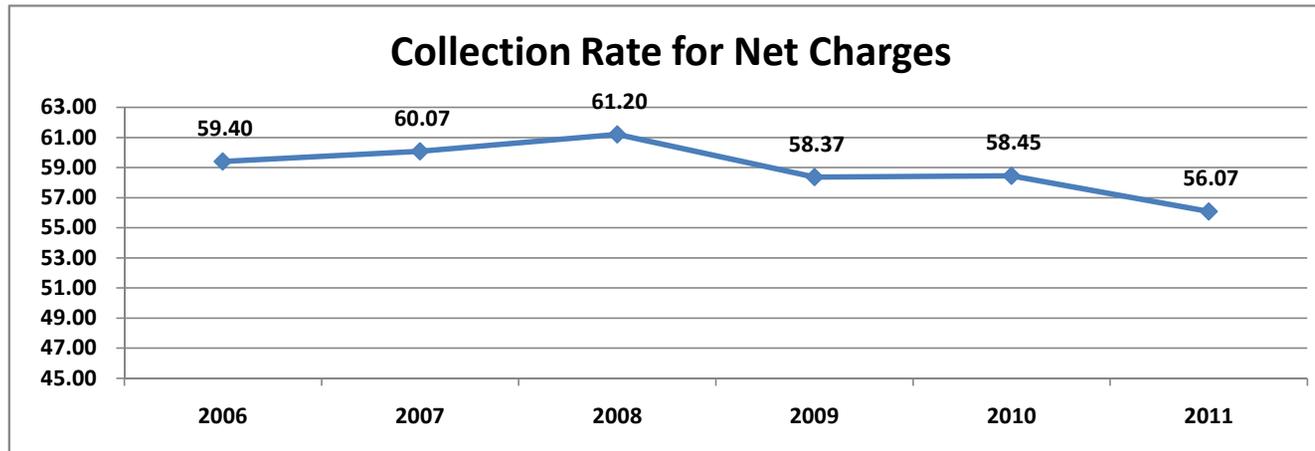


Cherokee County Board of Commissioners

Emergency Medical Services Fund

Billing and Collections

<u>Time Period</u>	<u>#</u>	<u>Gross Charge</u>	<u>Net Charge</u>	<u>Receipts</u>	<u>Outstanding</u>	<u>Gross Collections</u>	<u>Net Collections</u>
2006	7,284	5,482,437	4,490,374	2,667,132	1,823,242	48.65 %	59.40 %
2007	7,401	5,629,023	4,623,962	2,777,499	1,846,463	49.34 %	60.07 %
2008	7,373	5,567,872	4,566,433	2,794,730	1,771,703	50.19 %	61.20 %
2009	7,721	6,423,174	5,220,049	3,047,062	2,172,987	47.44 %	58.37 %
2010	8,452	7,324,778	5,690,194	3,325,887	2,364,307	45.41 %	58.45 %
2011	10,048	7,596,563	5,601,035	3,140,742	3,023,149	41.34 %	56.07 %
PRIOR YRS	48,279	38,023,847	30,192,047	17,753,052	13,001,851	46.69 %	58.80 %
01/12	796	695,238	625,848	183,031	442,817	26.33 %	29.25 %
02/12	702	615,615	574,760	112,403	462,357	18.26 %	19.56 %
03/12	843	732,123	698,265	97,282	600,983	13.29 %	13.93 %
2012 YTD	2,341	2,042,976	1,898,873	392,717	1,506,157	19.22 %	20.68 %
TOTAL	50,620	40,066,823	32,090,920	18,145,768	14,508,007	45.29 %	56.54 %



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

April 2012



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

Printed May 25, 2012

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
Pharmacy Rebates										-
Stoploss Reimbursements	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
Expenditures										
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**

Printed May 25, 2012

	ACTUAL	ACTUAL	ACTUAL	ACTUAL				
	January	February	March	April	2012 FULL YEAR BUDGET	AprilYTD ACTUAL	AprilYTD BUDGET	VARIANCE
Self Insured								
Revenues								
Health Insurance	456,615	607,016	609,939	686,876	6,242,794	2,360,446	2,401,075	(40,629)
Dental Insurance	37,519	49,729	49,929	51,364	471,937	188,541	181,514	7,027
Pharmacy Rebates	21,848	-	-	-	-	21,848	-	21,848
Stoploss		6,326	21,169	56,547	90,000	84,042	40,000	44,042
COBRA/Retiree Payments	15,317	15,478	15,967	9,525	108,000	56,287	48,000	8,287
Total Revenue	531,299	678,549	697,004	804,312	6,912,731	2,711,164	2,670,589	40,575
Expenditures								
Health Insurance	373,719	583,324	642,012	543,954	5,424,544	2,143,009	2,364,545	221,536
Dental Insurance	28,511	48,198	53,810	52,425	392,433	182,944	171,061	(11,883)
Broker Fees	-	18,250	-	-	54,750	18,250	18,250	0
Employee Support	2,731	3,640	3,641	3,640	36,000	13,652	13,846	194
Capitation	37	37	-	177	-	251	-	(251)
Administrative Services	77,222	76,797	76,638	76,313	690,096	306,970	306,709	(261)
Other Purchased Services	-	-	77,935	-	383,317	77,935	98,522	20,587
Total Expenditures	482,220	730,246	854,035	676,509	6,981,140	2,743,010	2,972,933	229,923
Net Income/(Loss) on Self Insured	49,079	(51,697)	(157,030)	127,803	(68,409)	(31,846)	(302,344)	270,498
Other Insurance								
Revenue								
Long Term Disability	13,025	19,596	19,965	20,790	199,980	73,376	76,915	(3,539)
Short Term Disability	10,112	13,410	13,439	13,473	134,228	50,434	51,626	(1,193)
Life Insurance	13,157	17,399	17,463	17,665	175,676	65,684	67,568	(1,884)
401A Forfeitures	3,354	2,198	2,078	2,072	18,000	9,702	8,000	1,702
Total Revenue	39,648	52,603	52,945	54,000	527,884	199,196	149,814	(4,913)
Expenditures								
Long Term Disability	21,148	21,096	20,974	21,018	198,726	84,236	88,323	4,087
Short Term Disability	14,737	14,806	14,636	14,600	138,835	58,779	61,704	2,926
Life Insurance	19,062	19,505	18,192	18,966	184,317	75,725	81,919	6,194
Total Expenditures	54,947	55,407	53,801	54,584	521,878	218,739	173,959	13,207
Net Income/(Loss) on Fully Insured	(15,299)	(2,804)	(856)	(584)	6,006	(19,543)	(24,146)	8,294
Grand Total Revenue	570,947	731,152	749,950	858,312	7,440,615	2,910,360	2,109,712	800,648
Grand Total Expense	537,167	785,653	907,836	731,093	7,503,018	2,961,749	2,468,065	(493,684)
Net Income/(Loss) for the Fund	33,780	(54,501)	(157,886)	127,219	(62,403)	(51,389)	(358,353)	306,964
Budgeted Use of ISRP Reserve	11,371	11,371	11,371	11,371	102,338	45,484	45,484	0
Effect on Unreserved Fund Balance	45,150	(43,130)	(146,515)	138,590	39,935	(5,905)	(312,869)	306,964
Beginning Unreserved Fund Bal	861,322	906,472	863,342	716,827		861,322	861,322	716,827
Ending Unreserved Fund Bal	906,472	863,342	716,827	855,417		855,417	548,453	1,023,791



**FUND 605 - INSURANCE & BENEFITS FUND
2012 ACTUAL + FORECAST**

Weeks:	3	4	5	4	4	5	4	5	5	39	39	
Payrolls:	1.5	2.0	2.0	2.0	2.0	3.0	2.0	2.0	3.0	19.5	19.5	
	January Actual	February Actual	March Actual	April Actual	May Frst	June Frst	July Frst	August Frst	September Frst	2012 Frst	2012 Budget	Variance B/(W)
Self Insured												
Revenues												
Health Insurance	456,615	607,016	609,939	686,876	640,287	960,430	640,287	640,287	960,430	6,202,165	6,242,794	(40,629)
Dental Insurance	37,519	49,729	49,929	51,364	48,404	72,606	48,404	48,404	72,606	478,964	471,937	7,027
Pharmacy Rebates	21,848	-	-	-	19,052	-	-	-	-	40,900	-	40,900
Stoploss Reimbursements	-	6,326	21,169	56,547	948	10,000	10,000	10,000	10,000	124,990	90,000	34,990
COBRA/Retiree Payments	15,317	15,478	15,967	9,525	12,000	12,000	12,000	12,000	12,000	116,287	108,000	8,287
Total Revenue	531,299	678,549	697,004	804,312	720,690	1,055,036	710,690	710,690	1,055,036	6,963,306	6,912,731	50,575
Expenditures												
Health Insurance	373,719	583,324	642,012	543,954	556,364	695,454	556,364	695,454	695,455	5,342,100	5,424,544	82,445
Dental Insurance	28,511	48,198	53,810	52,425	50,000	50,312	50,000	50,312	50,313	433,880	392,433	(41,447)
Broker Fees	-	18,250	-	-	-	18,250	-	-	-	18,250	54,750	-
Employee Support	2,731	3,640	3,641	3,640	3,692	5,538	3,692	3,692	5,538	35,806	36,000	194
Capitation	37	37	-	177	-	-	-	-	-	251	-	(251)
Administrative Services	77,222	76,797	76,638	76,313	76,677	76,677	76,677	76,677	76,677	690,356	690,096	(261)
Other Purchased Services	-	-	77,935	-	5,844	82,988	1,844	1,844	175,000	345,456	383,317	37,861
Total Expenditures	482,220	730,246	854,035	676,509	692,577	929,221	688,578	827,980	1,021,233	6,902,599	6,981,140	78,541
Net Income/ Loss on Self Insured	49,079	(51,697)	(157,030)	127,803	28,113	125,815	22,113	(117,290)	33,802	60,707	(68,409)	129,117
Other Insurance												
Revenue												
Long Term Disability	13,025	19,596	19,965	20,790	20,511	30,766	20,511	20,511	30,766	196,440	199,980	(3,539)
Short Term Disability	10,112	13,410	13,439	13,473	13,410	20,115	13,473	13,410	20,750	131,592	134,228	(2,637)
Life Insurance	13,157	17,399	17,463	17,665	17,400	26,100	17,400	17,400	27,000	170,984	175,676	(4,692)
401A Forfeitures	3,354	2,198	2,078	2,072	2,000	2,000	2,000	2,000	2,000	19,702	18,000	1,702
Total Revenue	39,648	52,603	52,945	54,000	53,321	78,981	53,384	53,321	80,516	518,719	527,884	(9,166)
Expenditures												
Long Term Disability	21,148	21,096	20,974	21,018	22,081	22,081	22,081	22,081	22,081	194,639	198,726	4,087
Short Term Disability	14,737	14,806	14,636	14,600	15,000	15,000	15,426	15,426	15,426	135,057	138,835	3,778
Life Insurance	19,062	19,505	18,192	18,966	20,000	20,000	21,000	21,000	21,000	178,725	184,317	5,592
Total Expenditures	54,947	55,407	53,801	54,584	57,081	57,081	58,507	58,507	58,507	508,421	521,878	13,457
Net Income/Loss on Fully Insured	(15,299)	(2,804)	(856)	(584)	(3,760)	21,900	(5,123)	(5,186)	22,009	10,298	6,006	4,292
Total Revenue	570,947	731,152	749,950	858,312	774,011	1,134,017	764,074	764,011	1,135,552	7,482,025	7,440,615	41,410
Total Expense	537,167	785,653	907,836	731,093	749,658	986,301	747,084	886,487	1,079,740	7,411,019	7,503,018	91,999
Net Income/Loss for the Fund	33,780	(54,501)	(157,886)	127,219	24,353	147,715	16,990	(122,476)	55,812	71,005	(62,403)	133,408
Fund Balance Reconciliation:												
Unreserved Fund Balance - Beginning of Month	861,322	906,472	863,342	716,827	855,417	891,141	1,050,227	1,078,588	967,483	861,322	861,322	-
Net/Income Loss for Month After Use of ERIP/ISR Reserve	45,150	(43,130)	(146,515)	138,590	35,724	159,086	28,361	(111,105)	67,182	173,343	39,935	133,408
End of Month Unreserved	906,472	863,342	716,827	855,417	891,141	1,050,227	1,078,588	967,483	1,034,665	1,034,665	901,257	133,408
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	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)	(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	1,304,453	-
Total 605 Fund Balance	2,301,892	2,247,391	2,089,505	2,216,724	2,241,077	2,388,793	2,405,782	2,283,306	2,339,118	2,339,118	2,205,710	133,408



Cherokee County Board of Commissioners

SPLOST V

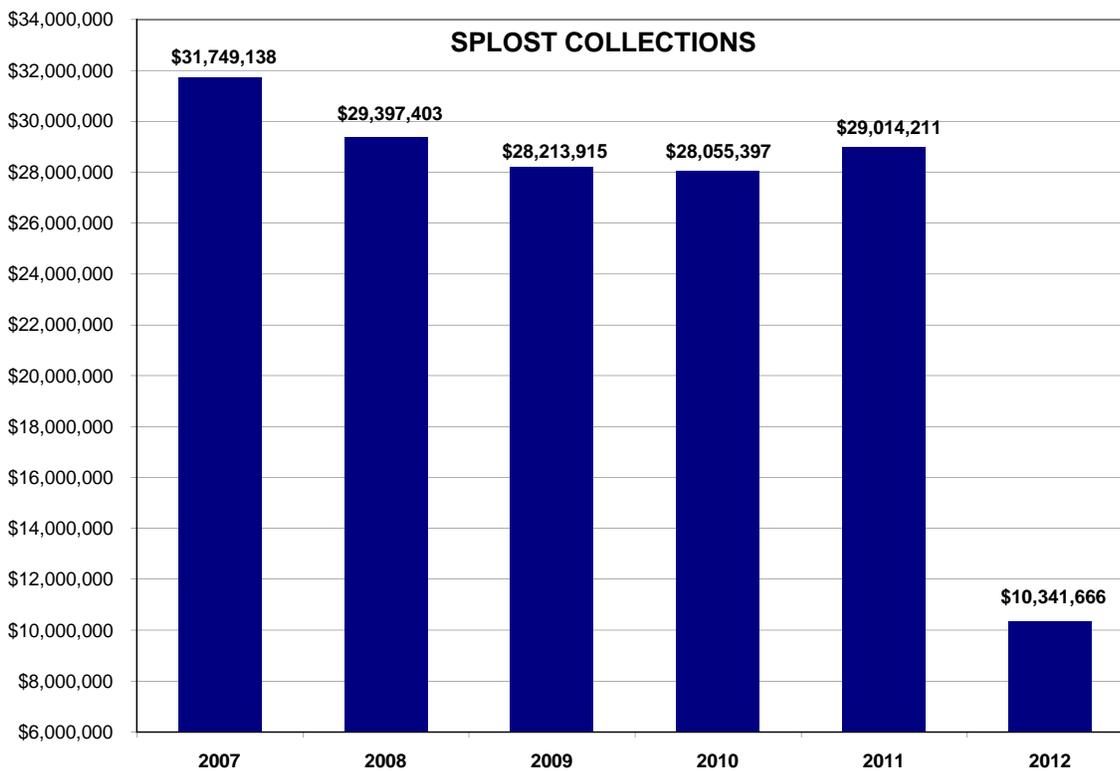
April 2012



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	\$2,584,770	8.84%	8.48%
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	\$10,341,666		
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

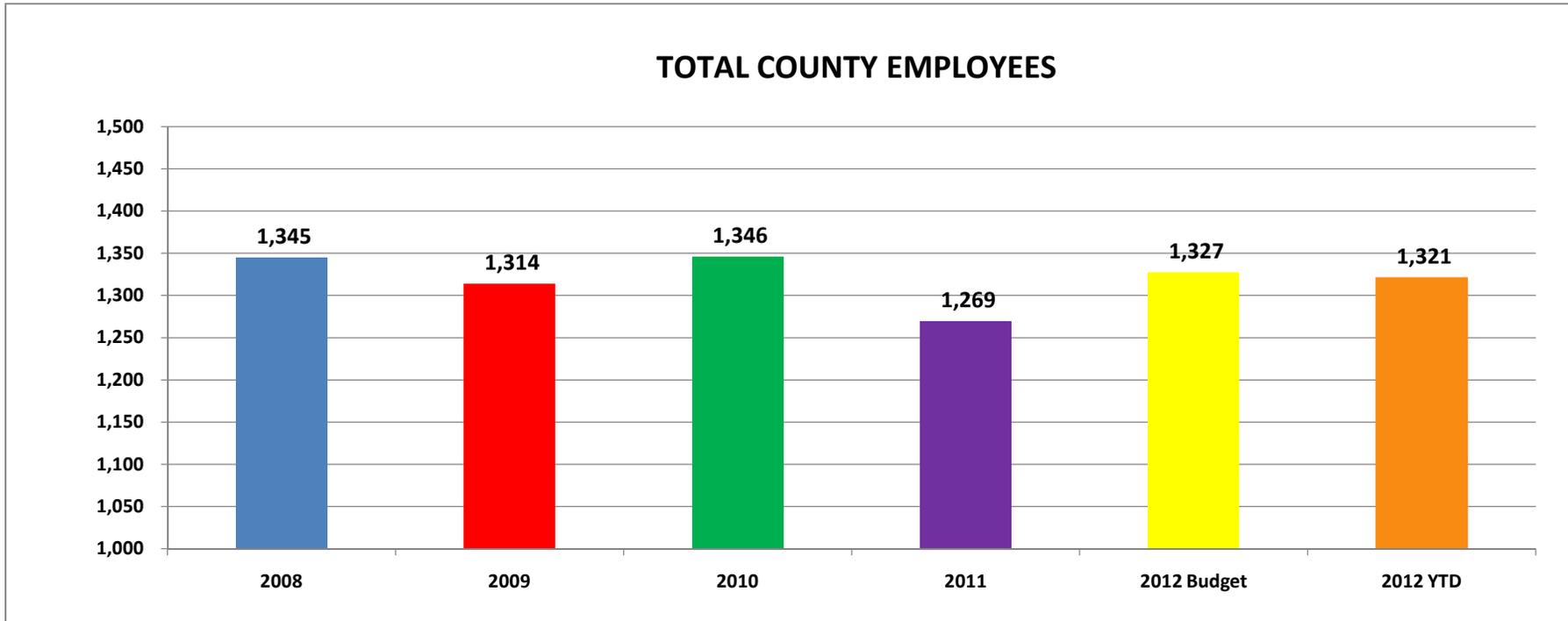
April 2012



HEADCOUNT EXECUTIVE SUMMARY- YTD APRIL 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	189
Total County Employees	1,345	1,314	1,346	1,269	1,327	1,321
State Employees	14	18	18	18	18	18
Total Headcount Supporting County	1,359	1,332	1,364	1,287	1,345	1,339



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 4/30/2012)**

Printed May 25, 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	2.38	2.00	1.25	2.00	0.00	0.00	0.00	0.00
11400000	ELECTIONS	7.00	7.00	41.63	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	25.38	26.00	0.00	2.00	0.00	0.00	0.00	0.00
11550000	TAX ASSESSOR	29.75	30.00	1.00	1.00	1.50	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		74.50	76.00	44.88	10.00	4.00	16.00	0.00	0.00
SUPPORT SERVICES									
11510000	FINANCE	6.92	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		20.92	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	5.88	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	50.50	50.00	7.75	11.00	0.00	0.00	0.00	0.00
12200000	DISTRICT ATTORNEY	23.13	23.00	0.63	1.00	0.00	0.00	10.00	11.00
12300000	STATE COURT	6.65	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	3.75	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	6.13	6.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL JUDICIAL SERVICES		136.27	136.77	27.13	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	20.00	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
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Printed May 25, 2012

		Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
13323000	UNIFORM PATROL	118.88	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	53.63	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	127.75	131.00	2.88	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		380.25	385.00	16.88	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	3.25	4.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY SERVICES		1.00	1.00	3.25	4.00	0.00	0.00	0.00	0.00
TOTAL GENERAL FUND		620.94	627.73	93.13	68.00	4.00	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	6.06	6.10	0.00	0.00	0.00	0.00	0.00	0.00
24100000	ROADS AND BRIDGES	34.88	35.00	1.88	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	7.18	7.22	0.00	0.00	0.00	7.00	0.00	0.00
TOTAL INSURANCE PREMIUM		80.22	80.42	1.88	11.00	2.50	21.00	0.00	0.00
DUI COURT									
22320000	DUI COURT	0.98	0.98	0.44	0.50	0.00	0.00	0.00	0.00
22320555	DUI/DRUG COURT GRANT	0.25	0.25	0.44	0.50	0.00	0.00	0.00	0.00



Cherokee County Board of Commissioners
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TOTAL DUI COURT	1.23	1.23	0.88	1.00	0.00	0.00	0.00	0.00
FIRE FUND								
23510000 FIRE ADMINISTRATION	11.00	11.00	0.50	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	188.50	196.00	16.25	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	211.00	218.50	18.75	24.00	0.00	4.00	0.00	0.00
E-911								
23800000 EMERGENCY 911 TELEPHONE FUND	48.68	48.68	4.50	9.00	0.00	0.00	0.00	0.00
TOTAL E-911	48.68	48.68	4.50	9.00	0.00	0.00	0.00	0.00
ANIMAL SERVICES								
23911000 ANIMAL SHELTER	14.75	15.00	2.00	2.00	0.00	0.00	0.00	0.00
TOTAL ANIMAL SERVICES	14.75	15.00	2.00	2.00	0.00	0.00	0.00	0.00
SENIOR SERVICES								
25521000 SENIOR SERVICES FUND	15.00	15.00	5.38	6.00	0.00	0.00	0.00	0.00
TOTAL SENIOR SERVICES	15.00	15.00	5.38	6.00	0.00	0.00	0.00	0.00
TRANSPORTATION								
25541000 TRANSPORTATION SERVICES	10.30	12.15	3.38	4.00	0.00	0.00	0.00	0.00
TOTAL TRANSPORTATION	10.30	12.15	3.38	4.00	0.00	0.00	0.00	0.00
PARKS & REC								
26110000 PARKS AND RECREATION ADMIN	3.63	3.75	0.00	0.00	0.00	5.00	0.00	0.00
26120000 PARKS AND RECREATION PROGRAMS	3.63	3.00	16.25	34.00	0.00	0.00	0.00	0.00
26130000 PARKS AND RECREATION ATHLETICS	3.50	4.00	29.75	63.00	0.00	0.00	0.00	0.00
26220000 PARKS AND REC MAINTENANCE	13.50	14.75	3.63	5.00	0.00	0.00	0.00	0.00
TOTAL PARKS & REC	24.25	25.50	49.63	102.00	0.00	5.00	0.00	0.00
REC CONSTRUCTION								
36180000 RECREATION FACILITIES	3.00	3.10	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REC CONSTRUCTION	3.00	3.10	0.00	0.00	0.00	0.00	0.00	0.00
COMMUNITY DEVELOPMENT								
27340000 COMMUNITY DEVELOPMENT	1.84	2.34	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY DEVELOPMENT	1.84	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
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Printed May 25, 2012

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SPLOST									
34213000	SPLOST V - ROADS	3.05	3.35	3.00	3.00	0.00	0.00	0.00	0.00
34214000	SPLOST V - ROADS & BRIDGES	30.13	32.00	1.00	1.00	0.00	0.00	0.00	0.00
TOTAL SPLOST		33.18	35.35	4.00	4.00	0.00	0.00	0.00	0.00
EMS									
53630000	EMS OPERATIONS	48.75	55.00	2.63	5.00	0.00	0.00	0.00	0.00
TOTAL EMS		48.75	55.00	2.63	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	0.38	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		5.38	5.00	2.00	2.00	0.00	0.00	0.00	0.00
V/W FUND									
22200000	FAMILY COURT	1.00	1.00	0.88	1.00	0.00	0.00	0.00	0.00
TOTAL V/W FUND		1.00	1.00	0.88	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
OTHER FUND									
12181000	BOARD OF EQUALIZATION	0.00	0.00	0.00	0.00	0.25	12.00	0.00	0.00
TOTAL OTHER FUND		0.00	0.00	0.00	0.00	0.25	12.00	0.00	0.00
TOTAL OTHER FUNDS		510.57	530.27	95.88	171.00	2.75	42.00	0.00	0.00



**Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
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Printed May 25, 2012

	Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
GRAND TOTAL	1,131.51	1158.00	189.00	239.00	6.75	58.00	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 = $1 / 2 = .50$

AGENDA

Cherokee County Board of Commissioners

June 5, 2012

REGULAR MEETING

CHEROKEE HALL 6:00 P.M.

INVOCATION

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

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION MINUTES FROM MAY 15, 2012

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM MAY 15, 2012.

APPROVAL OF REGULAR MEETING MINUTES FROM MAY 15, 2012.

PUBLIC HEARING

PUBLIC COMMENT

ZONING CASES

Note: This item was postponed from May 15, 2012 meeting.

CASE NUMBER	: 12-03-003
APPLICANT	: House 81 Eleven, LLC
ZONING CHANGE	: AG to OI
LOCATION	: 8111 Bells Ferry Road
MAP & PARCEL NUMBER	: 15N02, Parcels 27 and 28
ACRES	: 3.28
PROPOSED DEVELOPMENT	: Professional Offices
COMMISSION DISTRICT	: 3
FUTURE DEVELOPMENT MAP	: Transitional Corridor over Suburban Living

PLANNING COMMISSION RECOMMENDATION : Approval with the conditions

The applicant is to work with Cherokee County Engineering Department on a traffic study to determine what will be needed for roadway improvements and with the understanding that the existing driveway and parking would need to comply with the Development Standards.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Consider appointment to the Sequoyah Regional Library Board.
- B. Consider the re-appointment of Daniel Clifford to the Board of Tax Assessors for six-year term, expiring on June 30, 2018.
- C. Consider appointment to the Airport Authority.

COMMISSION POST 1

HARRY B. JOHNSTON

COMMISSION POST 2

JIM HUBBARD

VICE CHAIR/COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider request to surplus and transfer server purchased from Metatomix Project that is no longer meeting contractual needs from the Clerk of Courts to Habersham County who still utilizes this program.

COUNTY MANAGER

- 2.1 Consider approval of recommendations from the Employee Benefits Committee regarding the Pre-Retirement Death Benefit through GebCorp.
- 2.2 Consider approval of recommendations from the Employee Benefits Committee regarding Healthcare Plan, Healthcare Premiums and Tobacco Surcharge.
- 2.3 Consider approval of a Memorandum of Agreement between Cherokee County and the Georgia Northeastern Railroad and Pilgrim's for improvements to Univeter Road rail crossings with the cost split between the three (3) entities in the amount of \$19,830.00 each.
- 2.4 Consider approval of Intergovernmental Agreement between Cherokee County and the City of Woodstock for reimbursement of costs associated with improvements

to Ragsdale Road. The estimated project cost is \$169,582.00 with City of Woodstock's portion estimated at \$94,199.00 or 56%.

- 2.5 Consider award of bid for construction of the law enforcement training facility to the low bidder, Catamount, in the amount of \$2,819,954.00. Three bids were received ranging from \$2.8 M to \$3.2 M. Approval of construction contract with Catamount is contingent upon approval of reimbursement agreement with the State of Georgia for construction/design in the amount of \$700,000.00, in addition to future reimbursement of pro-rata share of utilities / maintenance costs.
-

COUNTY ATTORNEY

- 3.1 Ratification of Notice Letter related to Ballground Recycling Facility.
- 3.2 Consider request for a Public Hearing to be held on June 19, 2012 to hear amendments to the Cherokee County Records Management Program.

ADJOURN

**Cherokee County Planning Commission
Public Hearing
Agenda
Tuesday, June 5, 2012
7:00 p.m.**

NEW CASES

Case #12-06-005 Pamela L. Fussell requesting to rezone 3.62 acres from AG to R-40. If rezoned, the property will be utilized for residential uses. The property owned by Pamela Fussell is located at 182 Pope Drive in Land Lot 90 of the 14th District, 2nd Section of Cherokee County, Georgia and indicated as Part of Parcel 22 on Tax Map 14N12B.

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

CHEROKEE COUNTY
BOARD OF COMMISSIONERS
Work Session
May 15, 2012
3:00 p.m.
Cherokee Hall
MINUTES

The Chairman began at **3:11 p.m.** with all members of the Board present except Commissioner Bosch. He spoke about cultivating and 'pulling the weeds'.

He acknowledged that the flag was flown today at half-staff in observance of Peace Officers Memorial Day.

1. Discussion of Regular Agenda Items.

The Chairman then went over the regular agenda items. He announced that due to Commissioner Bosch's absence today that the zoning case on tonight's agenda would be postponed at her request due to her being the post commissioner.

The Chairman then went over some items under his section of the agenda beginning with a review of the Resource Recovery and Development Bond issuance.

He then announced that there were two resignations from our authority boards. Kenneth Perry who was Commissioner Bosch's appointment resigned from the Board of Ethics. Chairman Ahrens then made it known publicly that there was now an open position. Mike Nixon will be resigning from the Airport Authority Board. The Airport Authority would be coming up with a name or two but again he publicly announced that there was

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

an open position. Commissioner Johnston said he believed the new appointments should be people not associated directly with any of the Commissioners.

Chairman Ahrens' next topic was the ARC's initiative to speak one-on-one with citizens regarding the transportation referendum. The ARC will be conducting wire-side chats. He also announced that the Republican Women's club will be holding a debate about the transportation referendum.

Mr. Cooper went over the **Consent Agenda**:

- Mileage reimbursement for Commissioner Bosch in the amount of \$122.10 for round trip to Tift College in Forsyth, GA for ACCG Training Committee meeting on May 14, 2012. (A committee on which she serves.)

Mr. Cooper then went over the items under the **County Manager's** portion:

- Consider approval of agreement with CGI Communications for a cost-free County video promoting Cherokee County.

Angie Davis then went over the items under the **County Attorney's** portion:

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

Mr. Dennis Ray has sold out and there has been a permit issued to that location with a new owner. Angie Davis said they had tried to reach out to Dennis Ray's lawyer to have them put in writing that they are withdrawing the appeal. She said they had not gotten him to communicate back. She said that she would like to officially have the hearing to have official minutes reflect this.

- Resolution to Designate County Clerk as Open Records Officer.

Chairman Ahrens added that that the county needs to communicate the new law to the boards and authorities members as well as the public. Mr. Cooper said he planned on informing the departments, elected officials, etc. and would have a meeting to provide an opportunity for individuals to ask questions. He also said a link would be provided on our website with the new Open Records/Open Meeting rules. Commissioner Johnston asked if we knew for sure which boards and committees would be directly affected by the change. Mr. Cooper then confirmed that it would affect any board or committee that the Commissioners appoint any members to.

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

Chairman Ahrens then mentioned the ARC Link trip they have once a year. He said that it was held in Washington DC this year and he was very impressed with what they've done there.

The Chairman asked if there was anything else. Hearing none, Commissioner Hubbard made a motion to adjourn to Executive Session at 3:51 p.m. to discuss personnel issues, pending litigation and property acquisition. Commissioner Nelms seconded and the motion carried unanimously.

Executive Session Followed

MINUTES

Cherokee County Board of Commissioners

May 15, 2012 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

Reverend Lynn Eynon with Woodstock Christian Church gave the invocation.

Chairman Ahrens called for a motion to ratify the adjournment of Executive Session at 5:37 p.m. Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded there was unanimous approval.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:04 p.m. Those present include Commissioner Harry B. Johnston; Commissioner Jim Hubbard; 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. Vice Chair/Commissioner Karen Bosch was absent.

PLEDGE OF ALLEGIANCE

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

Commissioner Johnston led the Pledge of Allegiance.

AMENDMENTS TO AGENDA

1. Add under Chairman's portion: Item B - Review of RRDA bond issuance.
2. Add under proclamations: 2. - Recognizing National Building Safety Week.
3. Add under County Attorney's portion: 3.2 - Resolution to Designate County Clerk as Open Records Officer.
4. Add under Consent Agenda: 1.1 – Mileage reimbursement for Commissioner Bosch.
5. Add approval of Executive Session Minutes from May 1, 2012.
6. Move public comment behind to follow the county attorney portion.

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

PRESENTATIONS

None scheduled.

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION MINUTES FROM MAY 1, 2012.

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

APPROVAL OF WORK SESSION MINUTES FROM MAY 1, 2012.

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

APPROVAL OF REGULAR MEETING MINUTES FROM MAY 1, 2012.

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

PROCLAMATIONS

1. Recognizing the Rotary Club of Canton's 75th Anniversary.

Chairman Ahrens read the proclamation and Barbara Jacoby, President of Canton Rotary, was present to accept the award. She thanked the Board for their support of Rotary and invited them to join the time capsule event next Tuesday.

2. Recognizing National Building Safety Month.

Chairman Ahrens read the proclamation. Ana Silbernagel and Jeff Watkins spoke about the purpose of Building Safety Month and invited the Board to drop by on May 24 during the building and safety event where developers, vendors and DSC staff will be on-hand for questions etc. to help promote the importance of obtaining building permits.

Jeff Watkins spoke about the event on May 24, saying that the presentation was scheduled for around noon.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

Amended: Moved to end of agenda, following the County Attorney portion.

ZONING CASES

CASE NUMBER	: 12-03-003
APPLICANT	: House 81 Eleven, LLC
ZONING CHANGE	: AG to OI
LOCATION	: 8111 Bells Ferry Road
MAP & PARCEL NUMBER	: 15N02, Parcels 27 and 28
ACRES	: 3.28
PROPOSED DEVELOPMENT	: Professional Offices
COMMISSION DISTRICT	: 3
FUTURE DEVELOPMENT MAP	: Transitional Corridor over Suburban Living

PLANNING COMMISSION RECOMMENDATION : Approval with the conditions

The applicant is to work with Cherokee County Engineering Department on a traffic study to determine what will be needed for roadway improvements and with the understanding that the existing driveway and parking would need to comply with the Development Standards.

Post Commissioner Bosch asked for this case to be postponed due to her absence this evening.

Commissioner Johnston made a motion to approve the postponement to the June 5 meeting; Commissioner Nelms seconded and there was unanimous approval.

CASE NUMBER	: 12-05-004
APPLICANT	: Chris Moore
ZONING CHANGE	: AG to GC
LOCATION	: 180 Willie West Road
MAP & PARCEL NUMBER	: 22N12, Parcels 115A, 115B, and 120
ACRES	: 7.3
PROPOSED DEVELOPMENT	: RV/Boat Storage
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Rural Places/Scenic Corridor

PLANNING COMMISSION RECOMMENDATION : Denial

****APPLICANT HAS REQUESTED TO WITHDRAWAL THIS APPLICATION****

Commissioner Johnston made a motion to accept the withdrawal without prejudice; Commissioner Nelms seconded and there was unanimous approval.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Consider appointment to the Sequoyah Regional Library System Board of Trustees.

Chairman Ahrens went over a letter from the Library Board recommending Janice Kane for the vacant position for a term of July 1, 2012 to June 30, 2015. Commissioner Johnston asked could the appointment wait until a future meeting to allow the opportunity to consider more candidates. The Chairman said that anyone who was interested in the vacancy to contact Christy Black or any of the Commissioners.

Commissioner Johnston made the motion to postpone the appointment to the Library Board; Commissioner Hubbard seconded and there was unanimous approval.

Chairman Ahrens said that he was made aware of a vacancy also on the Airport Authority Board due to the resignation of Mike Nixon. He again asked that anyone interested in the vacancy to contact Christy Black or any of the Commissioners.

Chairman Ahrens then announced that ARC is hosting a different type of outreach to the public regarding the transportation referendum, called 'wireside' chats where citizens can register at www.wiresidechats.com and leave a phone number. During the sessions, phone calls will be made to allow callers the opportunity for dialogue with others participating in the discussion. June 4 to June 14 is when these are taking place and all sessions can be registered for, but Cherokee County's date is June 13 at 6:15 p.m. Mayor Henriques has been selected by ARC as the Cherokee County mayoral appointee and will join the during that time period to address callers.

B. Review of RRDA bond issuance

Chairman Ahrens referenced a press release from the Review and Recommendation Committee to Assist County Government on May 3, 2012. He said he wanted to read a sentence from the letter for the record and address it subsequently. He said the sentence reads.....*'The shocking facts reveal that the Cherokee County Board of Commissioners did not make a mistake; the Bobo Boondoggle was not a case of poor judgment. It was a backroom illegal deal conducted with full knowledge that it was a flagrant violation of the law.'* The Chairman said he would address that in a few minutes,

but first he wanted to address a handful of the 12 bullet point items included in the press release.

- One was that it was *'done in defiance of the two County Development Authorities who were unwilling to give their support'*. The Chairman said that only the Development Authority of Cherokee County can provide that type of inducement; the second one, Cherokee County Development Authority mentioned can has no voice in that type of a facility.
- A second remark that the Chairman wanted to clarify was *'the County paid for the clean-up costs at Bob's former business site at \$750,000....Taxpayers are paying for EPS monitoring at the site which will be in excess of \$4M when the 30-year monitoring period is complete...'* He said the clean-up was of Cherokee County property that had had several tenants in the past. He also stated that the reference to EPD monitoring at the site was actually for methane monitoring of a Municipal Landfill located across the street that had closed down ten years ago and the two have nothing to do with one another at all. He added that as a consequence of the soccer complex clean-up, we were able to add an additional three soccer fields.
- The next remark that he addressed was *'The county paid fees in nearly \$3 Million to complete the Bobo bond deal....'* He said this amount is pretty standard in bond financing / bond closures and that some of the amount they included as costs, comprised of a reserved amount of \$610,000 which is not a cost, it is the County's money and sitting in a bank. He said the \$1.764 capitalized interest is not a cost and that it was money held up front and was used to make several monthly payments. Commissioner Johnston agreed the capitalized interest should not be considered a fee, nor would the deposit. The Chairman said this made up 60% of the total amount.
- The Chairman briefly went through a few more of the bulleted items such as the bond insurance premium, cost of issuance, underwriting discount etc. Again, he said all of these fees were standard and he compared these fees to the park bond transaction fees.

The Chairman then asked County Attorney Angie Davis to address some of the issues for the record. Mrs. Davis said that Earle Taylor, who was the bond lawyer for the bond transaction and had constructed the deal and provided the initial legal opinions and subsequent opinions when the legality of the first transaction was questioned, would be arriving soon having been delayed in traffic. She said that her firm had also performed a legal review at the Board's request and had come to the same conclusions. She said to help understand the transaction, she would like to break it down into three components:

1. Process and procedures (time line), 2. Substance of the bond, and 3. The impact of the Superior Court's validation order. She began with the remark about a 'back-room deal', stating that there were quite a lot of public meetings and opportunities for public involvement and she went over the timeline of dates:

1. February 15, 2005 - BOC approves AGREEMENT with Cherokee Recycling (CR) regarding exit timing and certain conditions from CR's lease operation at Blalock Rd. One of conditions [item 1. VI] stated "...,[Cherokee County] ... CC and shall act as guarantor to induce sale of such bonds to facilitate the acquisition, development, and relocation of CR's facilities; "
2. Mid/end of 2006
 - a] November 7, 2006 - BOC activated the Resource Recovery Development Authority [RRDA] by adopting resolution
 - b] November 28, 2006 - Special Called meeting of RRDA
 - [1] resolution to approve \$15. Million revenue bonds and execution of Letter of Intent Inducement Agreement
 - [2] appoint Secretary - Sheila Corbin
 - [3] accept resignation of BOC Chair, Mike Byrd, effective December 31, 2006, the end of his term of office
3. Actions in 2007
 - a] BOC June 17, 2007 - resolution supporting up to \$18.2 Million [original was \$58 Million]
 - b] July 3, 2007 - Called meeting of RRDA. Vice Chair Hubbard presiding [*Ahrens non-voting*]
 - [1] Series 2007 Bond Resolution adopted authorizing the issuance of its revenue bonds, including Form of Trust Indenture and Security Agreement, Form of Lease Agreement, and Form of Intergovernmental Solid Waste Contract
 - c] August 14, 2007 - Civil Action (**Bond Validation Hearing in Superior Court**). Appeared before Judge Jackson Harris at 9:00 a.m.
 - d] Sept 18, 2007 - called meeting of RRDA, Vice Chair Hubbard presiding [*Ahrens non-voting*]
 - [1] Meeting to consider a Supplemental Bond Resolution and Bond Purchase Agreement
 - e] October 4, 2007 - (TEFRA Hearing) Note: required 14 days passed after advertisement runs for TEFRA Hearing
 - e] October 5, 2007 - official bond closing date
 - f] October 16, 2007 - called meeting of RRDA
 - [1] sole purpose to add Chairman Ahrens to Board of RRDA and to act as its Chairman
 - g] December 2007, debt service payments begin by Ball Ground Recycling [BGR]

Earle Taylor arrived and Ms. Davis asked him to begin with the substance of the bond transaction. Mr. Taylor briefly went over the details of the transaction. He said that the Board created the RRDA to issue Revenue Bonds to finance the solid waste recycling project, bonds were issued, the project was owned by the County and was leased to Cherokee Recycling, LLC. Based on the Intergovernmental Contracts Clause, Cherokee County was authorized to unconditionally obligate itself to make payments to the RRDA for the services provide by the RRDA under the contract. He mentioned that the

County's Solid Waste Intergovernmental Contract with RRDA means that the County pledges full faith and credit to pay them up to 1 mill of ad valorem taxes to fulfill its obligation. He went on to say that out of caution, he and the other bond attorneys involved, structured the IGA between the County and the RRDA so that only one mill of ad valorem taxes was pledged, as opposed to unlimited ad valorem taxes that could have been authorized to support the payment obligation of the County pursuant to the contract.

He said that the Superior Court of Cherokee County entered an Order and Final Judgment validating the entire bond transaction including all security on August 14, 2007 after holding the publicly noticed hearing. In particular, the Court's validation order declared, and ordered that the RRDA and the County have properly authorized and are authorized to execute and deliver and to assume the obligations represented by the Intergovernmental Solid Waste Contract referenced in and made a part of the pleadings, and that the IGA and all terms and conditions contained therein will, upon execution and delivery concurrently with the delivery of the bonds, constitute valid, binding and legally enforceable obligations of the RRDA and the County in accordance with its terms.

Angie Davis restated what Earle had said, in regards to the concern over a portion of the RRDA statute that says 'we can't do what we did'. She said when taken in context of all of the law, it becomes clear that it is permissible as long as it was not a direct pledging but through an Intergovernmental Contract provision. She said that as in the Ambac case, the bond validation order that was entered by the court did find that the bond transaction was legal and stands as conclusive proof that all of the bond documents and the transaction as a whole is legal and in accordance in the authority of the constitution and the state of Georgia law and the Supreme Court authority.

COMMISSION POST 1

HARRY B. JOHNSTON

COMMISSION POST 2

JIM HUBBARD

VICE CHAIR/COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider mileage reimbursement for Commissioner Bosch in the amount of \$122.10 for round trip to Tift College in Forsyth, GA for ACCG Training Committee Meeting, a committee on which she serves.

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

Chairman Ahrens commented that Commissioner Bosch does an excellent job on this committee and he may appeal to ACCG to reimburse mileage.

COUNTY MANAGER

- 2.1 Consider approval of agreement with CGI Communications for a cost-free County video promoting Cherokee County.

Mr. Cooper said that he was approached to participate in the project and that the County's commitment includes providing a letter of introduction to businesses who CGI hopes to get sponsors from and to publish the videos to the County's website.

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

COUNTY ATTORNEY

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

Angie Davis said that Mr. Dennis Ray has sold out and a permit has been issued to that location with a new owner. She said they had tried to reach out to Dennis Ray's lawyer to have them put in writing that they are withdrawing the appeal. She said they had not yet communicated back to her.

- 3.2 Resolution to Designate County Clerk as Open Records Officer.

Angie Davis said that in order to have a single person to ensure that Open Records requests were received and responded to according to the Open Records Act, the position of County Clerk would be designated as Open Records Officer by resolution.

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

PUBLIC COMMENT

1. Felicia McAleer spoke about issues including camp fires being set in the woods at the Falls of Cherokee neighborhood. She asked the Commissioners to look into the burn ordinance because her understanding was that the fires were allowed 'for heat and for food' and so citations were not being issued.
2. Carolyn Cosby spoke about the RRDA bond issue and said she disagrees with Earle Taylor and stands by her original opinion that it was a 'backroom deal'.
3. John Hiland had signed up to speak but said he gave his time to Carolyn Cosby so that she could speak longer than her three minutes.
4. Phil McNiff spoke about the land purchase from Bobo and said that the County paid twice what Bobo had bought it for.
5. Monte Bores had signed up to speak but said she had also given her time to Carolyn Cosby.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Hubbard made the motion to adjourn at 7:39 p.m.; Commissioner Nelms seconded and the motion received unanimous approval.

(A)

Cherokee County Library Board
R. T. Jones Memorial Library
116 Brown Industrial Parkway
Canton, GA 30114

April 16, 2012

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

Dear Commissioner Ahrens and Board of Commissioners

The Cherokee County Library Board of Trustees sincerely appreciates the interest, support, and cooperation that you have given us during the past year.

The Board would like to recommend the appointment of Mrs. Janice Kane to serve the term of July 1, 2012 – June 30, 2015.

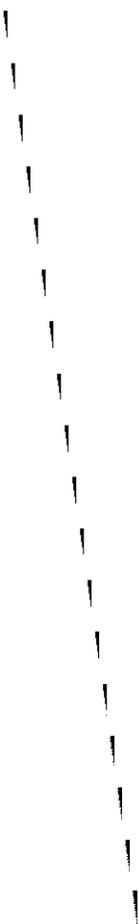
State regulation requires that this reappointment be filed by July 1. The appointee must be notified in writing of his/her selection and accept in writing. A copy of the acceptance letter should be sent to the R.T. Jones Memorial Library to be kept on file for the state to inspect on demand.

Thank you for your effort in the interest of our library system. I will look forward to receiving notification of your appointment by July 1, 2012.

Sincerely,



Vicki Benefield
Secretary



1.1

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Transfer of Server Asset to Habersham County

MEETING DATE: June 5, 2012

SUBMITTED BY: Patty Baker

COMMISSION ACTION REQUESTED:

Consider request to transfer server purchased for the Metatomix Project to Habersham County who is still utilizing the program (see attached Surplus Property Disposition).

FACTS AND ISSUES:

When the Metatomix Project was approved in 2007, an agreement was made between Clerk of Courts and Habersham County to host them on the equipment purchased for the application. In return, they paid Cherokee County for this hosting option. At the end of 2010, Metatomix was acquired by another company and was no longer meeting contractual obligations. Clerk of Courts then migrated their portion of the data sharing project to FivePoint Solutions. The existing servers could not be reused for any other application, since Habersham County was still utilizing the program. Currently Cherokee County IT department is maintaining equipment that is no longer being used for county purposes. The asset for the Metatomix Project has been totally depreciated.

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:

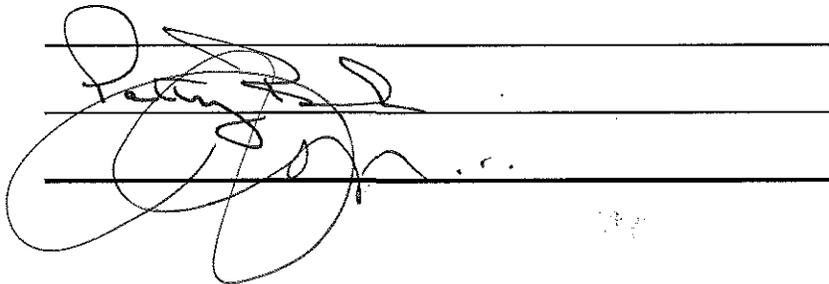
Approval to transfer server equipment to Habersham County.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



Cherokee County Board Of Commissioners

Surplus Property Disposition

1130 Bluffs Parkway
 Canton, Georgia 30114
 FORM-SPD001

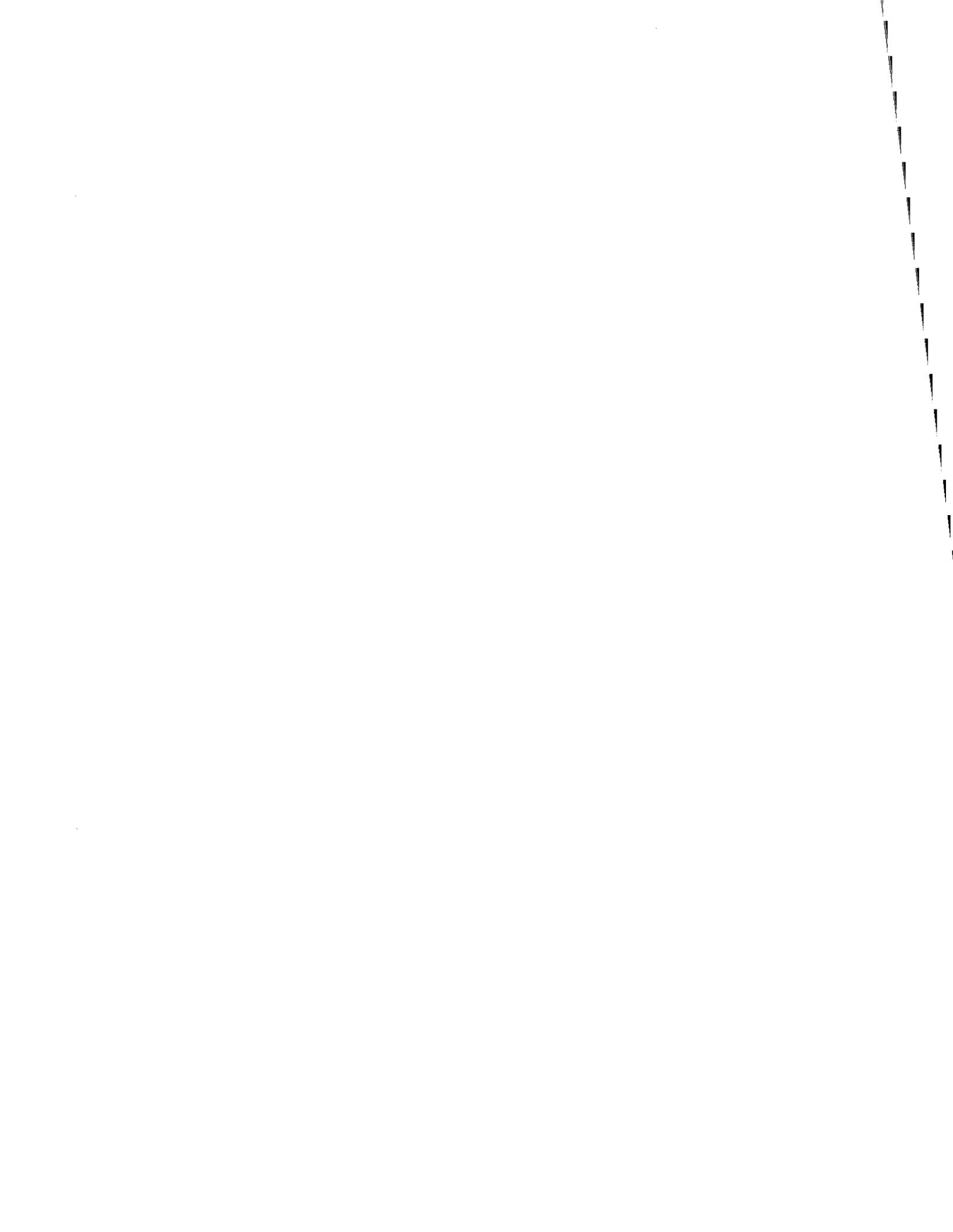
Date: May 5, 2012__

Transferred From: Cherokee County Clerk of Courts	Transferred to: Habersham County Government - as part of the Metatomix Data Sharing Project in 2007, Habersham paid Cherokee County to host them on this application. Due to Vendor issues, etc, we are no longer using this program. Transferring asset to Habersham County for them to continue to use this data sharing project
--	---

Action Requested:	<input checked="" type="radio"/> Transfer	<input checked="" type="radio"/> Surplus	<input type="radio"/> Destruction
	<input type="radio"/> Trade-in		

Line	Qty	Description (Model, Serial#, Etc.)	Condition G-Good F- Fair P-Poor	Funding Information	Final Disposition	Fixed Asset#
1	1.00	Dell PowerEdge 2950 s/n - 7803QD1	G			
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative Signature: _____ Title: _____ Date: _____	Dept. Property coordinator Signature: <i>[Signature]</i> Title: <i>Clerk of Court</i> Date: <i>5/17/12</i>	Received By: Signature: _____ Title: _____ Date: _____
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Cherokee County, Georgia
Agenda Request

Agenda No.

2.1

SUBJECT: Employee Benefits Committee MEETING DATE: June 5, 2012
Recommendations

SUBMITTED BY: Brett R. Buchanan, Chairman, Employee Benefits Committee

COMMISSION ACTION REQUESTED:

Consideration to approve recommendations from the Employee Benefits Committee in regards to the Pre-Retirement Death Benefit through GEBCorp.

FACTS AND ISSUES:

The Employee Benefits Committee received feedback from co-workers concerning the change to the Pre-Retirement Death Benefit that was made in April 2010. Based on our discussion, we recommend the following:

Recommendation - Convert the current Pre-Retirement Death Benefit Annuity distribution back to the Lump Sum Distribution that was in place prior April 2010.

A formal letter from the Employee Benefits Committee is included with this Agenda Request that further details the specifics of the recommendation and the vote count.

BUDGET:

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

ADMINISTRATIVE RECOMMENDATION:

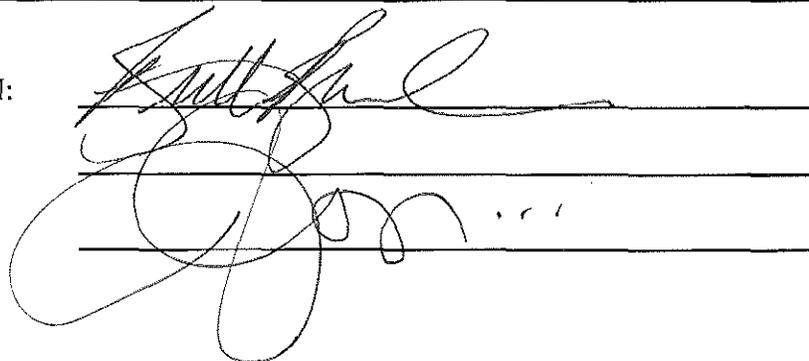
Approval of the recommendation from the Employee Benefits Committee in regards to the Pre-Retirement Death Benefit through GEBCorp.

REVIEWED BY:

COMMITTEE CHAIRMAN: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____





Cherokee County Government
BENEFITS COMMITTEE
1130 Bluffs Parkway – Canton, Georgia 30114

May 29, 2011

Mr. Jerry Cooper, County Manager
and Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30115

Dear Mr. Cooper and Commissioners,

On behalf of the employees of Cherokee County, I want to thank the Board of Commissioners for receiving input from the Employee Benefits Committee. The members selected for service have approached this process with the financial interests of both the employees and Cherokee County in mind.

At our May 10, 2012 meeting, we discussed the policy in regards to the Pre-Retirement Death Benefit. As a result of that discussion, the following recommendation was made:

Reccomendation

Motion: Convert the current Pre-Retirement Death Benefit Annuity distribution back to the Lump Sum Distribution that was in place prior April 2010. MOTION APPROVED WITH 10 IN FAVOR, 0 OPPOSED.

Discussion: Due to feedback we had received from fellow employees, everyone would like to see the County go back to a Lump Sum Distribution because it did not restrict the beneficiary of that policy. The current Annuity only allowed spouses and legal dependents to receive a full benefit. Our understanding is that changing back to a Lump Sum Distribution will save money for the Defined Benefit Plan as well as give all employees more options when choosing their beneficiaries for the Pre-Retirement Death Benefit.

Once again, I want to thank you on behalf of all the employees and the members of the Employee Benefits Committee for the opportunity to have input during the benefit selection process. We hope our recommendations are approved and implemented for the

upcoming plan year and look forward to providing future recommendations with the best interests of the employees and Cherokee County in mind.

Kind Regards,

A handwritten signature in black ink, appearing to read "Brett Buchanan", with a long horizontal flourish extending to the right.

Brett Buchanan, PE
Chairman, Employee Benefits Committee

Cc: Steve McClure, Director of Human Resources
Tracy Chambers, Benefits Administrator
Janelle Funk, Chief Financial Officer
Employee Benefits Committee

**ADOPTION AGREEMENT AMENDMENT #2
TO ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
DEFINED BENEFIT PLAN
FOR CHEROKEE COUNTY EMPLOYEES**

THIS AMENDMENT is made and entered into by Cherokee County Board of Commissioners (the "Employer").

WITNESSETH:

WHEREAS, the Employer maintains the Association County Commissioners of Georgia Defined Benefit Plan (the "Plan") for Cherokee County Employees for the benefit of its eligible employees;

WHEREAS, the Employer adopted the Plan through an Adoption Agreement, the most recent effective April 1, 2010;

WHEREAS, Section 16.02 of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement; and

WHEREAS, the Plan currently provides a Pre-Retirement Death Benefit in the form of an annuity benefit paid monthly to the Beneficiary in an amount equal to fifty percent (50%) of the Participant's Nonforfeitable Accrued Benefit as of the date of the Participant's death; and

WHEREAS, the Employer desires to change the payment form of the Pre-Retirement Death Benefit to a lump sum benefit payable to the Beneficiary in an amount equal to fifty (50) times the estimated monthly amount of a Participant's Normal Retirement Pension with no maximum dollar limitation.

NOW, THEREFORE, the Adoption Agreement is hereby amended as follows:

1. The language contained in Section 9.01, Pre-Retirement Death Benefit, is deleted in its entirety and replaced with the following language:

9.01 PRE-RETIREMENT DEATH BENEFIT.

Offering of Pre-Retirement Death Benefit

- Not Offered
 Offered

Benefit Type and Amount

- Lump Sum Benefit
 The amount of the death benefit shall be equal to _____ percent (____%) of the Participant's annualized Average Monthly Compensation as of the end of the Plan Year immediately preceding the date of the Participant's death.
 The amount of the death benefit shall be equal to a multiple of **fifty (50)** of the estimated monthly amount of the Participant's Normal Retirement Pension.

Maximum Lump Sum Benefit

- Subject to a maximum amount of _____ dollars (\$____)
 Not subject to any maximum dollar amount

Annuity Benefit

The amount of the death benefit, payable monthly to the beneficiary or beneficiaries, shall be equal to _____ percent (____%) of the Participant's Nonforfeitable Accrued Benefit as of the date of the Participant's death.

Permitted Beneficiaries for Annuity Benefit

- Spouse Only
 Spouse and Minor Children Only
 No Limitation

Amendment Effective Date: June 5, 2012
Applicable Employees as defined
in the Adoption Agreement Addendum: Class 1, 2, 3

IN WITNESS WHEREOF, the Employer has caused its duly authorized officer to execute this Amendment on the date noted below.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

By: _____

Title: _____

Date: _____

Accepted By: _____
Association County Commissioners of Georgia

Date: _____

**RESOLUTION TO AMEND
THE ASSOCIATION COUNTY
COMMISSIONERS OF GEORGIA DEFINED BENEFIT PLAN
FOR CHEROKEE COUNTY EMPLOYEES ADOPTION AGREEMENT**

WHEREAS, the Cherokee County Board of Commissioners (the "Employer") previously adopted Association County Commissioners of Georgia Defined Benefit Plan for Cherokee County Employees (the "Plan") through an Adoption Agreement most recently effective April 1, 2010;

WHEREAS, the Plan currently provides a Pre-Retirement Death Benefit in the form of an annuity benefit paid monthly to the Beneficiary in an amount equal to fifty percent (50%) of the Participant's Nonforfeitable Accrued Benefit as of the date of the Participant's death; and

WHEREAS, the Employer desires to change the payment form of the Pre-Retirement Death Benefit to a lump sum benefit payable to the Beneficiary in an amount equal to fifty (50) times the estimated monthly amount of a Participant's Normal Retirement Pension with no maximum dollar limitation.

NOW THEREFORE, BE IT RESOLVED that the Employer hereby approves the attached Adoption Agreement Amendment effective June 5, 2012.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners of Cherokee County, Georgia is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary, including any amendments to the Plan or the Adoption Agreement, to implement these resolutions.

BE IT FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

This 5th day of June, 2012

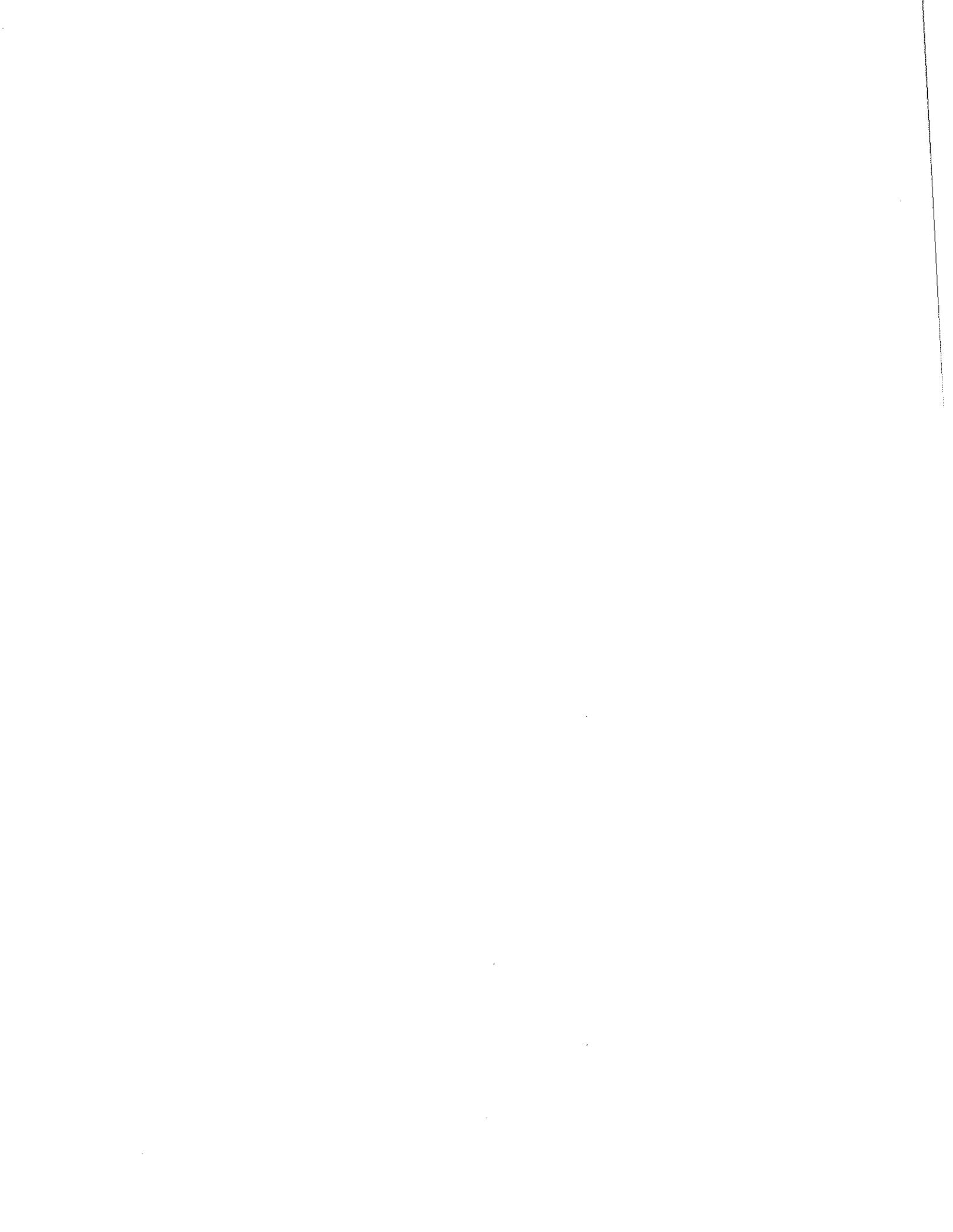
CHEROKEE COUNTY BOARD OF COMMISSIONERS

By: _____

Date: _____

Attest:

County Clerk



Cherokee County, Georgia Agenda Request

Agenda No.

2.2

SUBJECT: Employee Benefits Committee MEETING DATE: June 5, 2012
Recommendations

SUBMITTED BY: Brett R. Buchanan, Chairman, Employee Benefits Committee

COMMISSION ACTION REQUESTED:

Consideration to approve recommendations from the Employee Benefits Committee in regards Healthcare Plan, Healthcare Premiums, and Tobacco Surcharge.

FACTS AND ISSUES:

The Employee Benefits Committee analyzed the data provided by Gallagher Benefits Services regards to the upcoming benefits year and how it may impact both Cherokee County and the employees. Based on that analysis, the following items are the approved recommendations from the Employee Benefits Committee that we feel will accomplish that goal:

Recommendation #1 - No Benefits or Premium Changes for the 2012-2013 Plan Year and the Health Management Program (HMP) is funded through the Benefits Reserves.

Recommendation #2 - Continue the use of the Tobacco Surcharge for the 2012-2013 Plan Year, modify the Affidavit to include the "regular" in place of "frequent", and the surcharge be applied to all regular tobacco users.

A formal letter from the Employee Benefits Committee is included with this Agenda Request that further details the specifics of each recommendation and the vote count from each.

BUDGET:

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

ADMINISTRATIVE RECOMMENDATION:

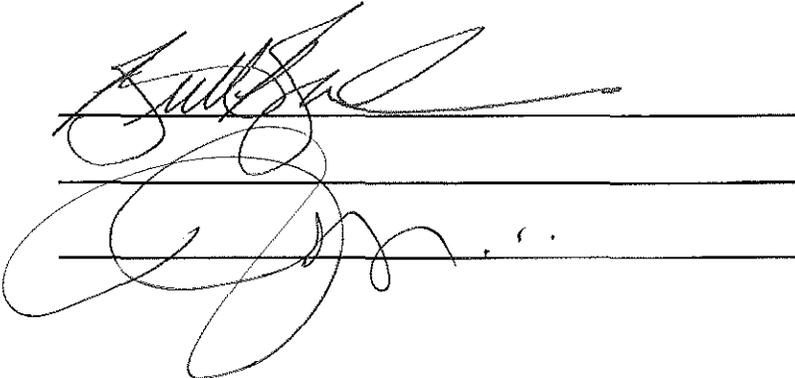
Approval of all or part of the recommendations from the Employee Benefits Committee in regards to a Healthcare Plan, Healthcare Premiums, and Tobacco Surcharge.

REVIEWED BY:

COMMITTEE CHAIRMAN:

COUNTY ATTORNEY:

COUNTY MANAGER:

Handwritten signatures and lines for review. The signature for the Committee Chairman is written on the first line. The signature for the County Attorney is written on the second line. The signature for the County Manager is written on the third line. The signature for the County Manager is a large, stylized cursive signature that extends across the line and slightly into the space below it.



Cherokee County Government
BENEFITS COMMITTEE
1130 Bluffs Parkway – Canton, Georgia 30114

May 30, 2011

Mr. Jerry Cooper, County Manager
and Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30115

Dear Mr. Cooper and Commissioners,

On behalf of the employees of Cherokee County, I want to thank the Board of Commissioners for receiving input from the Employee Benefits Committee. The members selected for service have approached this process with the financial interests of both the employees and Cherokee County in mind.

At our May 17, 2012 meeting, we discussed the upcoming plan year for benefits and premiums as well as the tobacco surcharge. Based on that meeting, we have two recommendations for the upcoming plan year:

Recommendation #1

Motion: No Benefits or Premium Changes for the 2012-2013 Plan Year and the Health Management Program (HMP) is funded through the Benefits Reserves. MOTION APPROVED WITH 13 IN FAVOR, 0 OPPOSED.

Discussion: Gallagher Benefits Services provided the Employee Benefits Committee with a forecast of the 2012-2013 Plan Year. Based on the positive results from the previous year, which projects the creation of a Benefits Reserve, the Employee Benefits Committee felt that it was important to maintain the current benefits and premiums that we are currently paying. This recommendation is based on the assumption that \$5.7 million will be the County contribution to Benefits Fund. If that number is reduced during the budget process, the Employee Benefits Committee would like the opportunity to review and recommend based on any modifications to that amount. The current premiums are as follows:

	HMO Open Access	HMO Open Access w/ HMP Discount	POS	POS w/ HMP Discount
Employee Only	\$151.54	\$51.54	\$173.20	\$73.20
Employee + One	\$220.67	\$120.67	\$271.53	\$171.53
Family	\$280.18	\$180.18	\$405.06	\$305.06
Two Employee Couple	\$169.13	\$69.13		
Two Employee Family	\$195.00	\$95.00		

The Employee Benefits Committee also felt that our Health Management Program (Community Health Network) is having a positive impact on the overall health of our employees strictly based on the feedback from our co-workers. In order to maintain that program and not pass the costs through to the employees, the Employee Benefits Committee would like to see that program funded out of the Benefits Reserves.

Recommendation #2

Motion: Continue the use of the Tobacco Surcharge for the 2012-2013 Plan Year, modify the Affidavit to include the "regular" in place of "frequent", and the surcharge be applied to all regular tobacco users. MOTION APPROVED WITH 13 IN FAVOR, 0 OPPOSED.

Discussion: In the first year of the Tobacco Surcharge, a regular user was allowed to have the surcharge waived if they agreed to enter a cessation program. The Employee Benefits Committee felt that we needed to remove the option to allow Tobacco users to have the surcharge waived if they entered a cessation program for the second year. In examining the Tobacco Surcharge Affidavit, it appears that the form already uses the term "regular" instead of "frequent" so no change is anticipated on that form other than removing the option to enter a cessation program to have the fee waived.

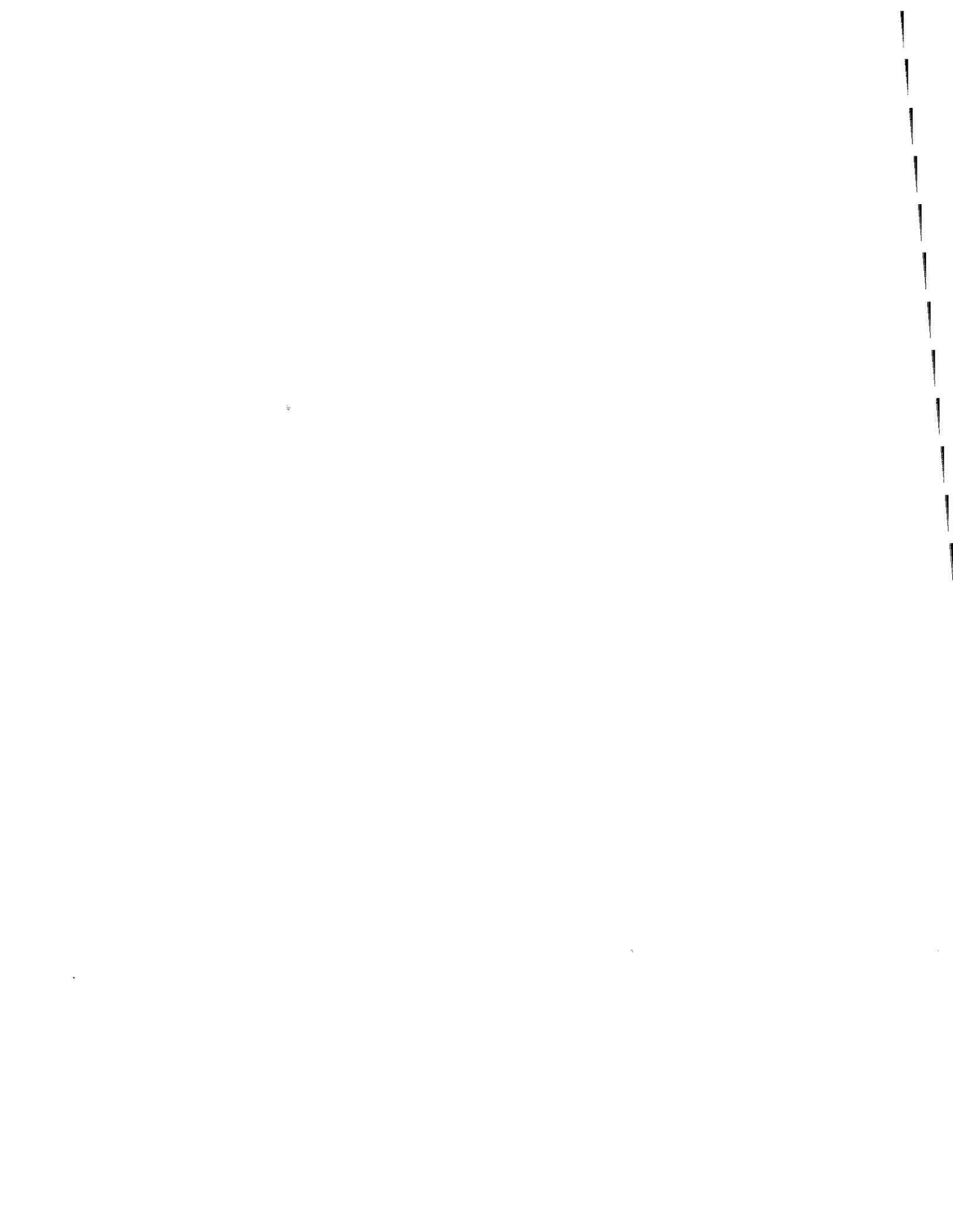
Once again, I want to thank you on behalf of all the employees and the members of the Employee Benefits Committee for the opportunity to have input during the benefit selection process. We hope our recommendations are approved and implemented for the upcoming plan year and look forward to providing future recommendations with the best interests of the employees and Cherokee County in mind.

Kind Regards,



Brett Buchanan, PE
Chairman, Employee Benefits Committee

Cc: Steve McClure, Director of Human Resources
Tracy Chambers, Benefits Administrator
Janelle Funk, Chief Financial Officer
Employee Benefits Committee



Cherokee County, Georgia Agenda Request

Agenda No.

2.3

SUBJECT: Memorandum of Agreement With the Georgia Northeastern Railroad and Pilgrim's for Improvements to the Univeter Road Rail Crossings
MEETING DATE: June 5, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of approval of a Memorandum of Agreement between Cherokee County and the Georgia Northeastern Railroad and Pilgrim's for improvements to the Univeter Road rail crossings.

FACTS AND ISSUES

Georgia Northeastern Road and Pilgrim's each maintain a railroad crossing on Univeter Road, just east of I-575. The crossings are both in need of repair. The long term solution is to upgrade the crossings with prefab concrete crossing panels rather than using rubber material and continuing to patch with asphalt.

The Public Works Agency and the Roads & Bridges Division have met with representatives of both the Railroad and Pilgrims'. The standard repair would be to re-install rubberized material and asphalt. The premium repair, and most long lasting, would be to install the concrete crossing panels.

Per the attached Agreement, the cost to upgrade the crossing to concrete panels would be split three (3) ways between Cherokee County, the Railroad and Pilgrim's. The cost to each entity will be \$19,830.00.

Work is expected to be completed during mid-July, while school is still out. The downside is that Univeter Road will need to be closed to through traffic for 5 days (1 week), while construction takes place.

The Roads & Bridges Division would resurface Univeter Road between the I-575 bridge and the railroad crossing, including making a smooth tie-in to the new panels, during the road closure.

BUDGET:

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

ADMINISTRATIVE RECOMMENDATION:

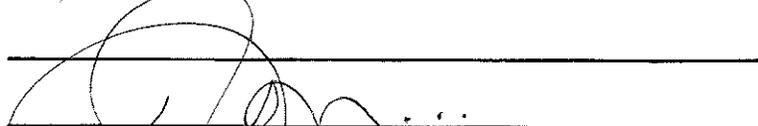
Approval of a Memorandum of Agreement between Cherokee County and the Georgia Northeastern Railroad and Pilgrim's for improvements to the Univeter Road rail crossings.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:


MEMORANDUM OF AGREEMENT

Between Cherokee County, Georgia, Northeastern Railroad Company, Inc., and Pilgrim's Pride Corporation for Improvements to Univeter Road Railroad Crossings

THIS AGREEMENT entered into among the Georgia Northeastern Railroad Company, Inc., hereinafter referred to as the "Railroad", Pilgrim's Pride Corporation, hereinafter referred to as "Pilgrim's", and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the "County."

WITNESSETH

WHEREAS, the County, the Railroad and Pilgrim's all desire to facilitate the construction of improvements to the two existing rail crossings on Univeter Road in Cherokee County; and

WHEREAS, Railroad owns the underlying fee simple title to one of the two aforementioned rail crossings, and Pilgrim's owns the underlying fee simple title to the second of the two aforementioned rail crossings; and

WHEREAS, the Railroad has entered into a contract with a contractor to construct such improvements to the two existing rail crossings;

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the Railroad, Pilgrim's and the County as follows:

1.

SERVICES; FEES

1.1 The Railroad, through its Contractor, shall furnish the labor, supervision, tools, equipment, materials and insurance to rebuild two (2) existing asphalt railroad crossings on

Univeter Road (one being the mainline track and the other being a spur track for Pilgrim's) using prefab concrete crossing panels (the "Work," as described in more detail in Exhibit "A," attached hereto and incorporated herein by reference). The cost of the Work is estimated to be \$59,490.00.

1.2 The County and Pilgrim's, within fifteen (15) days of the Railroad completing the Work to the reasonable satisfaction of the County, shall each pay the Railroad \$19,830.00 (i.e. one-third of the total cost) for the Work.

1.3 The County and Pilgrim's shall, within twenty-four (24) hours of the Railroad's completion of the Work:

- a) Conduct an inspection of the Work; and
- b) Notify the Railroad in writing of any deficiencies in the Work revealed by such inspection.

The Railroad shall address any such deficiencies in a timely manner, to the reasonable satisfaction of the County and Pilgrim's, and prior to receiving any payment from the County or Pilgrim's as contemplated in this Section.

2.

TERM; TERMINATION

The term of this Agreement shall commence as of the date below and shall continue until August 1, 2012.

3.

ASSIGNMENT OR TRANSFER

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

4.

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.

Georgia Northeastern Railroad Company, Inc.:

Attn: Michael L. Pierce, Executive Vice President
Georgia Northeastern Railroad Company, Inc.
109 Marr Avenue
Marietta, Georgia 30060

Pilgrim's Pride Corporation:

Attn: Ken Long, Pilgrim's Pride Complex Manager
Pilgrim's Pride Corporation
654 Univeter Road
Canton, Georgia 30115

Cherokee County:

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

5.

WARRANTY

The Railroad warrants that the Work shall conform to all applicable laws and regulations and also warrants that the Work will be free from defects for a period of twelve (12) months from the date of completion of the Work, such date of completion to be determined by the County in its sole discretion. During the aforementioned twelve month warranty period, the Railroad, at its sole expense and in a timely manner, shall repair any defects in the Work that may come to the Railroad's attention. This Section shall survive the termination of this Agreement.

6.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements among the parties and constitutes the full, complete and entire agreement among the parties with respect to the Project; no member, officer, employee, representative or agent of any 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 any party hereto unless

such modification or amendment shall be properly authorized, in writing, properly signed by all parties.

7.

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 party. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

8.

HOLD HARMLESS

The Railroad does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the County's performance of its obligations under this Agreement. The Railroad's obligation under this Section shall not apply to any claims arising out of the sole negligence of the County.

9.

NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

10.

GENERAL PROVISIONS OF THIS AGREEMENT

10.1 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.

10.2 No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by any other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement,

shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this License.

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

10.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among 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.

10.5 This Agreement may be executed in three (3) 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 parties have hereunto set their hands and affixed their seals this ____ day of _____, 2012.

[SIGNATURES ON THE FOLLOWING PAGE]

Georgia Northeastern Railroad Company, Inc.

By: Michael Pierce
Executive Vice President

Attest: _____
Wilds L. Pierce, Secretary

[AFFIX CORPORATE SEAL]

Pilgrim's Pride Corporation

By: William Lovette
President

Attest: _____
Fabio Sandri, Secretary

[AFFIX CORPORATE SEAL]

Cherokee County

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

Attest: _____
County Clerk (Seal)



May 18, 2012

Mr. Donnie Plumley
Georgia Northeastern Railroad
109 Marr Avenue
Marietta, Georgia 30060

Dear Mr. Plumley:

We propose to furnish labor, supervision, tools, equipment, materials and insurance to rebuild the two (2) asphalt Univeter Road crossings for your mainline track and the spur track for Pilgrim's Pride. Each crossing to be rebuilt using concrete crossing panels as follows:

1. Georgia Northeastern Mainline crossing:
 - A. Cut and remove asphalt and dispose of off site. Remove rubber rail seal strips.
 - B. Replace all crossties in crossing with new 10' long ties.
 - C. Prepare track for new concrete panels.
 - D. Furnish and install 36 track feet of full depth concrete grade crossing panels.
2. Pilgrim's Pride crossing:
 - A. Cut and remove asphalt. Remove railroad tracks as needed to install new crossing.
 - B. Excavate old ballast and dispose of off site.
 - C. Prepare subgrade for construction of new crossing.
 - D. Construct track thru crossing using materials furnished as follows:
 - 1) 132#RE relay rail and tie plates.
 - 2) Four pair of compromise joints
 - 3) 10' crossties
 - 4) Prime spikes
 - 5) Weld kits
 - 6) #4 stone ballast
 - E. Furnish and install 36 track feet of full depth concrete grade crossing panels.
3. Area between concrete crossing:

Furnish and install asphalt in between concrete panels, center area between crossings.
4. Clean up job site and dispose of all excavated materials off site.

The asphalt work for the Univeter Road approaches to the new concrete crossing on each side is to be completed by others and is not included in this quotation.

The above work can be completed for a total cost of \$59,490.00. Thank you for the opportunity to be of service.

Sincerely,

Kirby Wallace

EXHIBIT "A"

Georgia Northeastern Railroad Company, Inc.

109 Marr Avenue
Marietta, Georgia 30060
Telephone (770) 428-4784
Fax (770) 428-0592



May 23, 2012

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

RE: Concrete Panels for Univeter Road

Geoff:

I appreciate you and Cliff Harden meeting with myself and Pilgrim's Pride last week to discuss the railroad crossing at Univeter Road that both the Georgia Northeastern Railroad and Pilgrim's Pride operate over. In our meeting it was decided that the best solution to the crossing problem at Univeter Road is to install prefab concrete crossing panels rather than continuing to patch the crossing with asphalt. The Georgia Northeastern Railroad would like to request that the expense to install prefab concrete crossing panels at Univeter Road be split between the Georgia Northeastern Railroad, Pilgrim's Pride and Cherokee County. I think that by working together we can provide a long term solution (prefab concrete crossing panels) to the railroad crossing on Univeter Road. Please let me know if you have any questions, comments or concerns. I can be reached at (678) 384-6355.

Sincerely,

A handwritten signature in cursive script that reads "Michael L. Pierce".

Michael L. Pierce
Executive Vice President

Cc. Ken Long, Pilgrim's Pride



May 24, 2012

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

RE: Concrete Panels for Univeter Road Rail Crossing

Dear Mr. Morton;

I want to thank you and Mr. Cliff Harden for taking the time to meet with myself and Michael Pierce from the Georgia Northeastern Railroad Company to discuss the railroad crossing at Univeter Road. As you know, both the GNRR and Pilgrim's Pride operate over the two rail lines at this location. With a need to address improving the condition of the crossing, it would be mutually beneficial for all involved if we repaired/replaced it with a more permanent fix by installing prefab concrete crossing panels. As discussed, the performance and longevity expected with a concrete system comes at a higher price versus replacing with asphalt and rubber. For these reasons, Pilgrim's Pride requests that we install concrete panels and that the expense to install them is split evenly between Pilgrim's Pride, GNRR, and Cherokee County. By working together, we can minimize the overall cost impact while gaining the best long-term solution.

As I expressed during our meeting, I have a great concern for the safety of our employees' entering and exiting our facility once the rail crossing is complete. Once the crossing is smooth, my fear is that the traffic will drastically increase in speed. I ask that the County considers any and all options necessary to help keep the traffic at a safe and reasonable speed.

Thank you for your time and consideration,

Ken Long
Pilgrim's Pride Complex Manager

Cc: Michael Pierce, GNRR
Misti Martin, Cherokee County Department of Economic Development

tel 678 493 3150
fax 678 493 3001

654 Univeter Road
Canton, GA 30115 USA



CHEROKEE | ECONOMIC
OFFICE OF | DEVELOPMENT

30 May 2012

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

RE: Univeter Road Rail Crossing

Dear Geoff,

It is my understanding that there is a proposal for an agreement between GNRR, Pilgrim's Pride, and Cherokee County to improve the rail crossing on Univeter Road. Pilgrim's Pride is our largest industrial employer and rarely asks for assistance in doing business. I hope that you will look favorably on this collaborative solution.

There has also been concern expressed for safety of employees and trucks entering and exiting the Pilgrim's Pride campus, especially if vehicles no longer need to decrease speed to cross. If this becomes a safety hazard, I hope that the community can help provide a solution.

Should you have any questions, please feel free to call me at 770.345.0600 or e-mail me at mmartin@cherokeega.org. Thanks for your consideration.

Sincerely,

Misti Martin, CEcD
President, Cherokee Office of Economic Development

cc: Ken Long, Pilgrim's Pride
Michael Pierce, GNRR

May 14, 2012

Chairman L.B.N Ahrens
1130 Bluffs Parkway
Canton, Ga. 30114

Breckenridge HOA
P.O. Box 358
Holly Springs, GA 30142

To: Geoff W
JERRY C
BOC

RECEIVED

MAY 29 2012

Dear Mr. Chairman,

Please accept this letter of concern and call for action regarding the railroad crossing on Univeter Road in Canton, GA. Univeter Road is located in close proximity to our subdivision, Breckenridge, located on New Light Road, and is frequently traveled by our residents to get to Highway 5. As such, we would like to alert you to the deteriorating and deplorable conditions of the Univeter Road railroad crossing in an effort to both raise awareness and ask for your assistance in getting the crossing repaired. It is crucial that the parties responsible for this intersection take action immediately to both avoid increased traffic through residential neighborhoods and avoid damage to vehicles. Specifically, it is noted that several of our residents use Pinecrest Road as a preferred alternate. Subsequently, this has not only increased traffic through a residential area, but also increased the risk of danger to motorists crossing a railroad track limited only by a stop sign when a train is passing.

In an effort to reduce the risk of danger to motorists and vehicles, we are asking that you please take action or support our efforts by passing this letter to those that are responsible for maintaining the railroad crossing at Univeter Road! We thank you for your time and consideration!

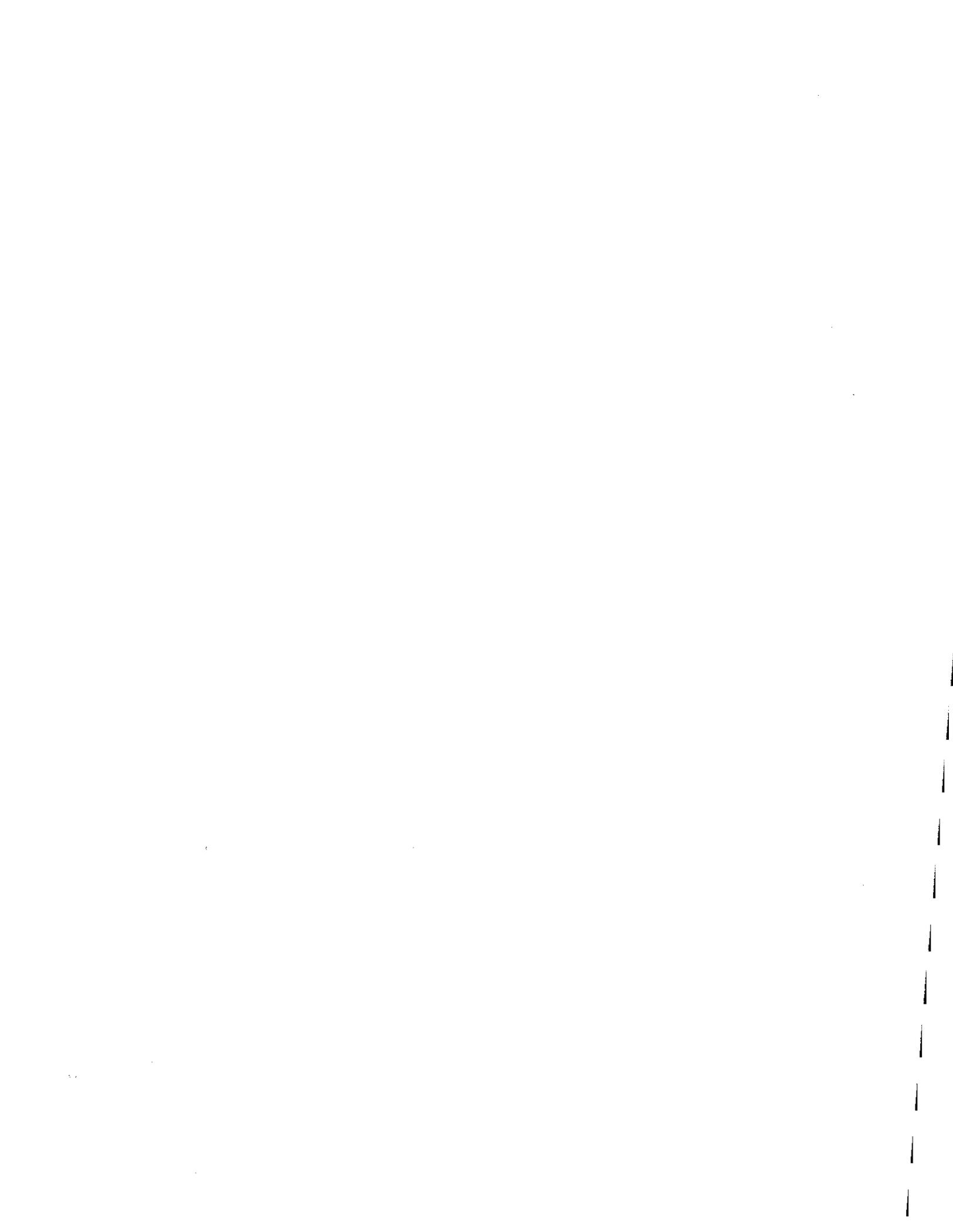
Sincerely,

Darci Turnage
HOA President

5-23-2012

Please give this request your full time and consideration.
This Crossing has been repaired (2) times in the last 10
Plus years. These were both "Band Aid" type repairs.
They did not do much good and didn't last very long.
Please try to get the Crossing "Fixed" properly. We
thank you in advance for any effort to get this done

DH's & Peggy Page
Residents of Breckenridge Subdivision.
1265 New Light Rd. Canton, Ga. 30115
Phone 770-479-5331
E-mail address ofpage@windstoeam.net.



Cherokee County, Georgia Agenda Request

Agenda No.

2.4

SUBJECT: Intergovernmental Agreement
With the City of Woodstock for
Ragsdale Road Improvements

MEETING DATE: June 5, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of approval of an Intergovernmental Agreement between Cherokee County and the City of Woodstock for Ragsdale Road Improvements.

FACTS AND ISSUES

The Cherokee County Roads & Bridges Division will be improving and resurfacing Ragsdale Road this summer. Portions of Ragsdale Road are also maintained by the City of Woodstock. The Public Works Agency has been in conversations with the City about completing the work on the entire length of Ragsdale Road, between SR 92 and Trickum Road, all at once.

The costs for the project have been estimated by the Roads & Bridges Division based on actual work within each jurisdiction's boundary rather than pro-rating the work.

The work consists of pavement deep patching, leveling, widening and resurfacing. Roadway shoulders will be leveled with the new roadway surface, ditches will be graded to provide proper drainage and new pavement striping will be installed.

The estimated cost for the County's portion of the work is \$75,383.00 and the estimated cost of the City of Woodstock's portion is \$94,199.00. Total project cost is \$169,582.00. Work is included under the Roads & Bridges SPLOST project budget.

BUDGET:

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

ADMINISTRATIVE RECOMMENDATION:

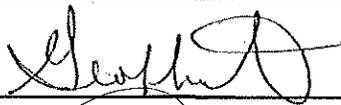
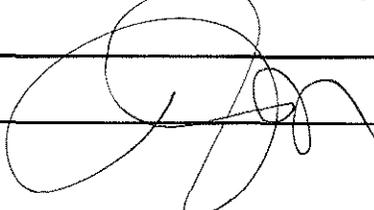
Approval of an Intergovernmental Agreement between Cherokee County and the City of Woodstock for Ragsdale Road Improvements.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

STATE OF GEORGIA
COUNTY OF CHEROKEE

INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO PROVIDE PAVING AND ROAD REPAIRS ON
RAGSDALE ROAD

THIS AGREEMENT entered into between the City of Woodstock, Georgia, a Municipal Corporation, lying wholly within the County of Cherokee, Georgia, hereinafter referred to as the "City," and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the "County."

WITNESSETH

WHEREAS, the County possesses the staff and equipment to provide such paving and road repair work for the City and desires to provide such work for the City;
and

WHEREAS, the City and County are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement.

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

1.

SERVICES; FEES

1.1 The County, through its Roads & Bridges Division, shall provide paving and road repairs on Ragsdale Road for those portions of Ragsdale Road that are in the City limits of Woodstock.

1.2 The City shall, reimburse the County for the material and labor for the work completed on Ragsdale Road in the amount of \$94,199.00 as full compensation for the work.

1.3 The City shall, within forty-eight (48) hours of the County's completion of the Work:

- a) Conduct an inspection of the Work; and
- b) Notify the County in writing of any deficiencies in the Work revealed by such inspection.

The County shall address any such deficiencies in a timely manner and to the reasonable satisfaction of the City. Thereafter, the County shall have no continuing obligation to the City whatsoever regarding the Work, including but not limited to any obligation of monitoring or maintenance of the Work, and the City shall assume all responsibility for maintenance and monitoring of the Work. Except as otherwise provided in this Paragraph 1,3, the County makes no warranties or assurances regarding the Work, and the City agrees to accept the Work "AS-IS."

2.

TERM; TERMINATION

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue until August 1, 2012

3.

ASSIGNMENT OR TRANSFER

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

4.

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:

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

5.

GENERAL PROVISIONS OF THIS AGREEMENT

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

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

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

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

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

6.

ENTIRE AGREEMENT

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

7.

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.

8.

HOLD HARMLESS

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

9.

NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this _____ day of _____, 2012.

City of Woodstock



By: Donnie Henriques, Mayor

Attest: 
City Clerk (Seal)

Cherokee County

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

Attest: _____
County Clerk (Seal)

Geoff Morton

From: Cliff Harden
Sent: Friday, May 11, 2012 11:11 AM
To: Geoff Morton
Cc: Joe James
Subject: RE: Ragsdale Road

Geoff,

The following is a rough estimate of work & costs for widening and resurfacing of Ragsdale Road, broken down by City-county boundaries. The costs are based on actual work within the boundary areas rather than pro-rata:

- Length 1.07 mile
 - City 0.57 mile
 - County 0.50 mile
- Total Costs including Labor, Equipment & Materials \$169,582
 - City \$94,199
 - County \$75,383
 - Materials Only approx. \$142,448
 - City \$79,127
 - County \$63,322

We are preparing for improvements.

From: Geoff Morton
Sent: Friday, May 04, 2012 3:51 PM
To: Cliff Harden
Subject: FW: Ragsdale Road

FYI

From: Pat Flood [<mailto:pflood@woodstockga.gov>]
Sent: Friday, May 04, 2012 3:49 PM
To: Geoff Morton
Cc: Jeff Watkins; Jeff Moon
Subject: Re: Ragsdale Road

That sounds like a good idea to me. Let me know if I can help in anyway.

Sent from my iPhone

On May 4, 2012, at 15:20, "Geoff Morton" <gmorton@cherokeega.com> wrote:

Pat:

What are your thoughts on Ragsdale Road – we are planning to do some minor widening and overlay in June.

Would make sense to do your section at the same time. I can go ahead and have Cliff do an estimated cost for both the County section and City section and then we enter into an inter-gov agreement

Thoughts?

Cherokee County, Georgia Agenda Request

SUBJECT: Cherokee Sheriff's Office Training Center

MEETING DATE: June 5, 2012

SUBMITTED BY: Chief L.V. West

COMMISSION ACTION REQUESTED:

Consider award of bid for construction of the law enforcement training facility to the low bidder, Catamount, in the amount of \$2,819,954.00. Three bids were received ranging from \$2.8 M to \$3.2 M. Approval of construction contract with Catamount is contingent upon approval of reimbursement agreement with the State of Georgia for construction/design in the amount of \$700,000.00, in addition to future reimbursement of pro-rata share of utilities / maintenance costs.

FACTS AND ISSUES:

The project was originally sent out for proposals in late 2011 (RFP#2011-37). Those proposals were rejected due to subsequent discussions with the State of Georgia which led to an expansion of the training center's main classroom building. The project was redesigned by the architect of record, and resubmitted for competitive bidding in 2012 (RFP#2012-14).

Three proposals were received on May 10, 2012. The proposing firms and their original proposal values, inclusive of all alternates, are shown below:

Catamount Constructors, Inc. (Roswell, GA):	\$2,819,954	Lowest
Lusk Construction Inc. (Canton, GA):	\$3,311,890	17.44% higher than lowest
New South Construction Company (Atlanta, GA):	\$3,276,918	16.20% higher than lowest

A request for clarification was made to each firm, which resulted in potential reductions from two firms in the values shown below:

Lusk Construction Inc.	(170,000)=>	\$3,141,890	11.42% higher than lowest
New South Construction Company	(64,789)=>	\$3,212,129	13.91% higher than lowest

These potential cost reductions still leave Catamount Constructors as the lowest valued proposal.

BUDGET:

Budgeted Amount:	Account Name: SPLOST
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested: \$2,819,954	
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:

Consider award of bid for construction of the law enforcement training facility to the low bidder, Catamount,

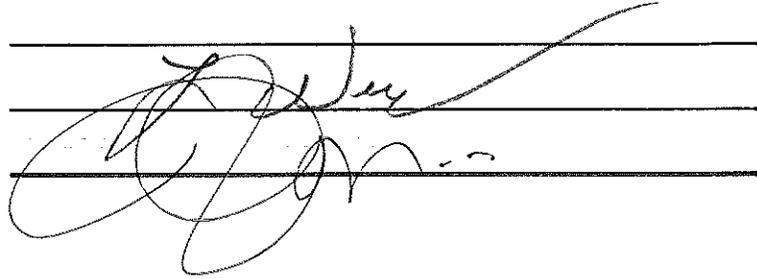
in the amount of \$2,819,954.00. Three bids were received ranging from \$2.8 M to \$3.2 M. Approval of construction contract with Catamount is contingent upon approval of reimbursement agreement with the State of Georgia for construction/design in the amount of \$700,000.00, in addition to future reimbursement of pro-rata share of utilities / maintenance costs.

REVIEWED BY:

DEPARTMENT HEAD:

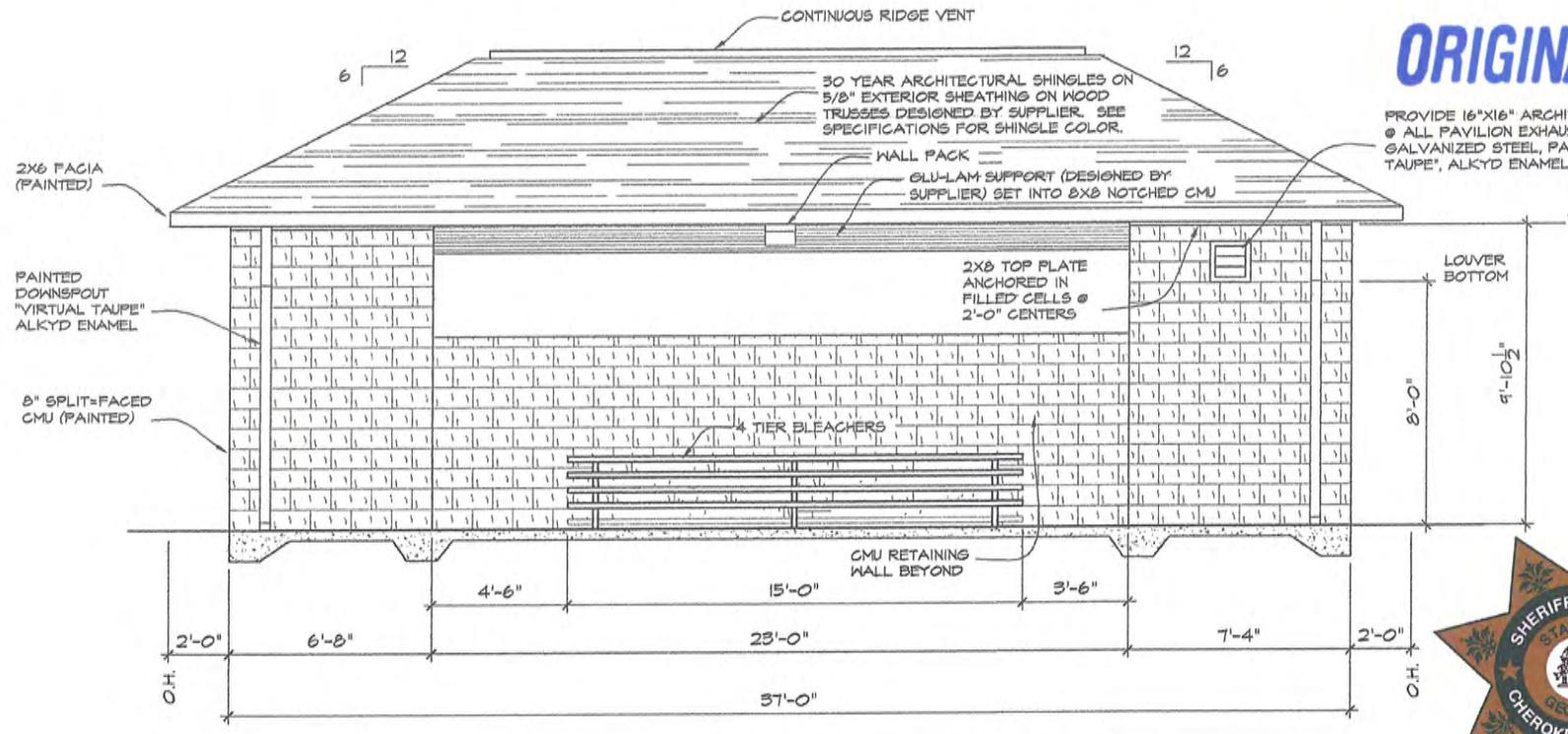
AGENCY DIRECTOR:

COUNTY MANAGER

Three horizontal lines for signatures. The top line has a signature that appears to be 'J. Lee'. The middle line has a signature that appears to be 'D. ...'. The bottom line has a signature that appears to be 'D. ...'. There is a large, overlapping scribble or signature that spans across the middle and bottom lines.

Proposal Values for CSO Training Center	Catamount	Lusk	New South
Landscaping/Irrig/Design, Material & Labor	\$25,000.00	\$25,000.00	\$25,000.00
Shop Drawing Review	\$3,500.00	\$3,500.00	\$3,500.00
Special Inspections	\$7,500.00	\$7,500.00	\$7,500.00
Interior and Exterior Signage for Training Building	\$5,000.00	\$5,000.00	\$5,000.00
All Cabinetry and Shelving not Specified as by Owner	\$40,000.00	\$40,000.00	\$40,000.00
Demolition & Removal of Existing Structures Construction Material & Asphalt	\$22,438.00	\$19,600.00	\$12,442.50
General Site Clearing & Removal of Partially Exposed Debris and Prev. Stockpiled Vegetation in the Rappel Tower Area	\$22,000.00	\$9,800.00	\$32,200.00
Grading	\$51,092.00	\$24,800.00	\$34,885.00
Site Utilities and Other Sitework up to 5' from Bldgs.	\$43,550.00	\$261,000.00	\$53,904.84
Training Building Footings, Slab and In-Slab Utilities	\$61,058.00	\$79,000.00	\$76,045.00
Training Building Structural Steel & Erection	\$3,780.00	\$215,000.00	\$183,323.00
Training Building Metal Studs, Drywall & Insulation	\$88,780.00	\$133,000.00	\$110,900.00
Training Building EIFS	\$16,880.00	\$33,000.00	\$15,956.00
Training Building Masonry	\$36,402.00	\$46,000.00	\$42,425.00
Training Building Mechanical	\$110,000.00	\$160,000.00	\$116,800.00
Training Building Plumbing	\$102,230.00	\$71,000.00	\$78,430.00
Training Building Fire Suppression	\$22,900.00	\$49,000.00	\$28,760.00
Training Building Fire Alarm System	\$23,000.00	\$14,000.00	\$21,500.00
General Conditions and Other	\$781,890.00	\$693,080.00	\$934,217.66
Base Bid	\$1,467,000	\$1,889,280	\$1,822,789
Alternate 1: Upgrade Defensive Tactics Flooring	\$1,000	\$6,450	\$10,100
Alternate 2: Provide & Pull CAT-6 Cable & TV	\$12,172	\$10,600	\$33,000
Alternate 3: Provide Supplemental Solar Heat Collector for W.H.	N/A	N/A	N/A
Alternate 4: Provide Motion Detector Water Values	\$4,901	\$8,850	\$9,430
Alternate 5: Provide Motion Sensor Light Switches	\$10,474	\$3,020	\$3,000
Training Classroom Building Subtotal (Alternates 1-5)	\$28,547	\$28,920	\$55,530
Alternate 6.1: Part One, Provide Site Prep and Foundation Installation for Shoot House	\$24,846	\$23,150	\$33,697
Alternate 6.2: Part Two, Provide Shoot House Labor Above Slab	\$34,729	\$21,600	\$24,000
Alternate 7: Provide Shoot House Cover Building	\$199,643	\$225,260	\$248,415
Alternate 8: Provide All Work on Sheet A1.1, East of Base Bid Area	\$714,341	\$724,240	\$754,536
Alternate 9: Provide Concrete Walls Between Pistol Rangers	\$19,157	\$16,000	\$25,448
Alternate 10: Provide Services to Paper Targets	\$3,308	\$2,980	\$8,311
Shoot House Subtotal (Alternates 6.1-10)	\$996,024	\$1,013,230	\$1,094,407
Alternate 11: Add Rappel Tower	\$300,576	\$330,260	\$262,705
Alternate 12: Provide Optional Metal Exterior Stair @ Rappel	\$19,735	\$18,400	\$15,225
Alternate 13: Provide Concrete Pan Type Stair Between 3 & 4	\$496	\$0	\$19,457
Alternate 14: Provide Block Fill and Paint @ Rappel Tower	\$7,576	\$31,800	\$6,805
Rappel Tower Subtotal (Alternates 11-14)	\$328,383	\$380,460	\$304,192
SUM OF ALL ALTERNATES	\$1,352,954	\$1,422,610	\$1,454,129
BASE + ALL ALTERNATES	\$2,819,954	\$3,311,890	\$3,276,918

ORIGINAL



2 FRONT ELEVATION
 AP-2.1 SCALE: 1/4"=1'-0"

CHEROKEE COUNTY SHERIFF'S OFFICE LAW ENFORCEMENT TRAINING CENTER (LETCO)

RFP2012-14

PREPARED FOR:

CHEROKEE COUNTY SHERIFF'S OFFICE
 ATTN: STACEY WILLIAMS
 DIRECTOR OF ADMINISTRATIVE SERVICES
 498 CHATTIN DRIVE
 CANTON, GA 30115

PREPARED BY:



MAY 8



CATAMOUNT
 CONSTRUCTORS, INC.

ATLANTA
 10 MANSELL COURT EAST
 SUITE 150
 ROSWELL, GA 30076
 770.518.2800

DENVER
 1250 BERGEN PARKWAY
 SUITE B 200
 EVERGREEN, CO
 303.679.008

SAN ANTONIO
 3522 PAESANO'S PARKWAY
 SUITE 301
 SAN ANTONIO, TX 78231
 210.277.8907

SAVANNAH
 518 MARTIN LUTHER KING JR. BOULEVARD
 SAVANNAH, GA
 912.232.866

**REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)**

INSTRUCTIONS TO PROPOSERS

See above for submission instructions as to date, time and place. **THESE SUBMISSION INSTRUCTIONS AND DEADLINE WILL BE STRICTLY ENFORCED.**

The following CHECKLIST is for information and use in preparing and submitting the requested and required information. A complete Proposal Package consists of **ALL** of the following; but is not limited by this listing of minimal information:

- X Completed Proposal, signed by an authorized representative of the General Contractor

- X Completed form ATTACHMENT 1: CONTRACTOR INFORMATION.

- X Completed form ATTACHMENT 2: QUALIFYING EXPERIENCE AND EXPERTISE forms,

- X Copies of CONTRACTOR QUALIFICATIONS STATEMENTS, AIA Document A305, including:
 - 1. Financial Statements (Attachments 3)
 - 2. Surety Declaration (Attachment 4) - *Notarized*
 - 3. Judgment Certification (Attachment 5)
 - 4. Contractor's License Certification (Attachment 6)
 - 5. Non-Influence and Non-Collusion Affidavit (Attachment 7)
 - 6. Certification of Review and Acceptance of the Construction Agreement (Attachment 8)

Table of Contents

Cherokee County Sheriff's Law Enforcement Training Center *Canton, GA*

Attachment 1: Contractor Information	Section 1
Attachment 2: Contractor Qualifying Experience and Expertise	Section 2
Attachment 3: Organization's Financial Statements	Section 3
Attachment 4: Surety Declaration	Section 4
Attachment 5: Judgment Certification	Section 5
Attachment 6: Contractor's License Certification	Section 6
Attachment 7: Non-Influence and Non-Collusion Affidavit	Section 7
Attachment 8: Certification of Review & Acceptance of Construction Agreement	Section 8
AIA305: Contractor's Qualification Statement	Section 9
Bid Bond	Section 10
Bid Form	Section 11

**REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)**

ATTACHMENT 1

CONTRACTOR INFORMATION

Required of the General Contractor and
any Subcontractors known to be Partnering with the General Contractor at the Time of Proposal)

Proposers shall exchange this page for preparation and submittal on their own letterhead, but all information required shall be included.

1. Catamount Constructors, Inc.
Name of Firm *(Name must correspond exactly with Contractor's License)*
2. Keith Rane
Name of Primary Contact
3. 10 Mansell Court East, Suite 150
Principal Office Address *(Street address only, no P.O. Boxes)*
Roswell, GA 30076
(City, State, Zip Code)
4. Firm's Contact Information:
Name: Keith Rane
Phone Number: 770.518.2800 Fax Number: 770.518.2233
Email address: krane@catamountconstructors.com
5. Firm proposing to perform work is a: *(check one)*
Corporation Sole Proprietorship
Joint Venture Partnership
6. Firm's State of Georgia Contractor's License Number
License Number: GCCO000849 Expiration Date: June 30, 2012



Attachment 1

Contractor Information

Catamount Constructors, Inc.
Primary Contact: Keith Rane, LEED AP
10 Mansell Court East
Suite 150
Roswell, GA 30076
T 770.518.2800
F 770.518.2233
krane@catamountconstructors.com

Type of Business: Corporation

State of Georgia General Contractor Number: GCCO000849
Expiration: June 30, 2012

ATLANTA

10 Mansell Court East
Suite 150
Roswell, GA 30076
tel: 770.518.2800
fax: 770.518.2233

DENVER

1260 Bergen Parkway
Suite B 200
Evergreen, CO 80439
tel: 303.879.0087
fax: 303.879.1506

SAN ANTONIO

3728 Maestas Parkway
Suite 301
San Antonio, TX 78231
tel: 210.377.8307
tel: 210.329.0811

SAVANNAH

317 Martin Luther King Jr Blvd
Savannah, GA 31401
tel: 912.332.8661
fax: 912.332.8664

STATE OF GEORGIA
BRIAN P. KEMP, Secretary of State
State Licensing Board for Residential/General Contractor
General Contractor Company

LICENSE NO. GCCO000849

Catamount Constructors Inc
10 Mansell Court East Suite 150
Roswell GA 30076
Qualifying Agent: Scott Andrew Reynolds
Qualifying Agent License NO: GCQA000280

EXPIRATION DATE - 06/30/2012
Active

1856122

Above is your license issued by the Georgia State Board of Residential and General Contractors. A pocket-sized license card is below. **Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires.** License renewals may be completed prior to the expiration date via the Board's website or by obtaining a paper renewal from the Board office.

Reminder: It is your responsibility to keep your insurance current. Please provide the Board with a copy of your Certificate of Insurance each time your insurance is renewed. The Board does receive copies of cancellation notices which will affect the status of your license.

It is the licensee's responsibility to notify the board office immediately of any change of name or address. You may update your address online at the board's website at www.sos.ga.gov/plb/contractors/.

You may contact the Board at:
GEORGIA STATE BOARD FOR RESIDENTIAL & GENERAL CONTRACTORS
237 COLISEUM DRIVE, MACON, GEORGIA 31217-3858
478-207-2440 (phone) website: www.sos.ga.gov/plb/contractors/

Catamount Constructors Inc
10 Mansell Court East Suite 150
Roswell GA 30076

STATE OF GEORGIA
BRIAN P. KEMP, Secretary of State
State Licensing Board for Residential/General Contractor
General Contractor Company

LICENSE NO. GCCO000849

Catamount Constructors Inc
10 Mansell Court East Suite 150
Roswell GA 30076
Qualifying Agent: Scott Andrew Reynolds
Qualifying Agent License NO: GCQA000280

EXPIRATION DATE - 06/30/2012
Active

REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCC)

ATTACHMENT 2

CONTRACTOR QUALIFYING
EXPERIENCE AND EXPERTISE

Required of the General Contractor and
any Subcontractors known to be Partnering with the General Contractor at the Time of Proposal)

Proposers shall exchange this page for preparation and submittal on their own letterhead, but all information required shall be included.

CONTRACTOR: Catamount Constructors, Inc.

NAME OF QUALIFYING JOB: Construction of Cherokee County Sheriff's Office Law Enforcement Training Center (LETCC

Contractor shall duplicate this questionnaire for all projects used to prequalify.

Each interested Contractor must submit all relevant project information for capable projects as described and required above. Failure to provide current Owner Contact information may result in the determination of the submittal information being determined to be "NON-RESPONSIVE" and the submitting Contractor as being NON-PREQUALIFIED and REJECTED by the Sheriff's Office.

1. Project Name: Field Medical Training Facility at Camp Bullis
2. Location of Work: Fort Sam Houston - San Antonio, TX
3. Owner: US Army Corps of Engineers
4. Owner Contact: Robert (Ed) Morgan, USACE
5. Owner Address: 2202 15th Street, Suite 12, Bldg 4196, Fort Sam Houston, TX 78234
6. Phone Number: 210.221.5728
7. Fax Number: N/A
8. Email Address: robert.e.morgan@usace.army.mil

A copy of the completed form may be sent to the Owner's contact to verify the information provided.

ATLANTA

10 Mansell Court East
Suite 150
Roswell, GA 30076
Tel: 770 518 2633
Tel: 770 518 2133

DENVER

1260 Bergen Parkway
Suite B 200
Evergreen, CO 80139
Tel: 303 670 0037
Tel: 303 676 1006

SAN ANTONIO

1001 West Loop West, Suite 100
San Antonio, TX 78201
Tel: 214 341 1200
Tel: 214 341 1201

SAVANNAH

1000 Peachtree Street, Suite 100
Savannah, GA 31401
Tel: 912 232 3981
Tel: 912 232 3982

REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)

ATTACHMENT 2

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NAME OF QUALIFYING JOB: Construction of Cherokee County Sheriff's Office Law Enforcement Training Center (LET

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1. Project Name: SharpShootersUSA
2. Location of Work: Roswell, GA
3. Owner: Burson Properties
4. Owner Contact: Ken Burson
5. Owner Address: PO Box 1905, Clayton, GA 30525
6. Phone Number: 706.982.5141
7. Fax Number: N/A
8. Email Address: kburson@sharpshootersusa.com

A copy of the completed form may be sent to the Owner's contact to verify the information provided.

*****Please see the following page for a letter of reference from the owner*****

ATLANTA

10 Mansell Court East
Suite 160
Roswell, GA 30078
tel: 770.516.2500
tel: 770.516.2233

DENVER

1250 Bergen Parkway
Suite B 200
Evergreen, CO 80439
tel: 303.876.0097
fax: 303.878.1806

SAN ANTONIO

3527 East Loop Railroad
Suite 201
San Antonio, TX 78217
tel: 214.233.4891
tel: 214.233.4891

SAVANNAH

1111 West Broad Street
Suite 1000
Savannah, GA 31401
tel: 912.233.4891
tel: 912.233.4891

March 15, 2012

Scott Reynolds, President
Catamount Constructors
10 Mansell Court East
Suite 150
Roswell, GA 30076

Dear Scott,

We would like to acknowledge you, Catamount Constructors, for your great performance on our project for our new shooting range, Sharpshooters USA in Roswell.

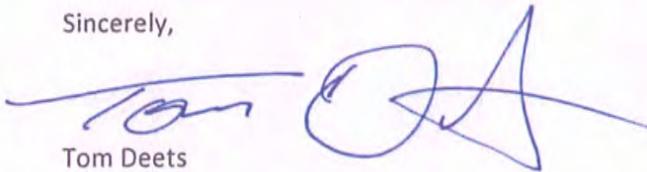
We selected Catamount after a competitive bid process. In our selection process, not only was Catamount the low bidder, but also provided the most complete and comprehensive proposal and knowledge of the project. We were aware at the time that they had not built a shooting range, but believed that they were fully capable of helping us succeed. And, we were right!

Catamount provided strong management from site supervision to project management to executive assistance as needed throughout the entire project. The project came in on schedule and budget. Catamount was helpful during the project as issues developed and helpful to find cost effective solutions and methods to keep us on schedule and budget.

We believe, even more now, in Catamount now as a Great General Contractor and team player. We are hopeful to work with your firm again in the future and we would be happy to offer any recommendations.

Thanks again for all the hard work and please come visit us, "Where Shoot Happens!"

Sincerely,



Tom Deets

Managing Partner

SharpShooters USA

REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)

ATTACHMENT 2

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CONTRACTOR: Catamount Constructors, Inc.

NAME OF QUALIFYING JOB: Construction of Cherokee County Sheriff's Office Law Enforcement Training Center (LETCO)

Contractor shall duplicate this questionnaire for all projects used to prequalify.

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- 1. Project Name: Gwinnett Police Tactical Training Facility
- 2. Location of Work: Lawrenceville, GA
- 3. Owner: Gwinnett County Board of Commissioners - Capital Projects Division
- 4. Owner Contact: Jeff Hairston
- 5. Owner Address: 75 Langley Drive, Lawrenceville, GA 30046
- 6. Phone Number: 770.822.7006
- 7. Fax Number: N/A
- 8. Email Address: jeff.hairston@gwinnettcountry.com

A copy of the completed form may be sent to the Owner's contact to verify the information provided.

*****Please see the following page for a letter of reference from the owner*****

ATLANTA
10 Mansell Court East
Suite 150
Roswell, GA 30076
tel: 770.518.2800
fax: 770.518.2233

DENVER
1350 Bergen Parkway
Suite B 200
Evergreen, CO 80439
tel: 303.679.0087
tel: 303.679.1508

SAN ANTONIO
14701 Research Parkway
Austin, TX 78759
tel: 512.333.8951
tel: 512.333.8951

SAVANNAH
1110001 Latta Avenue Blvd
Savannah, GA 31901
tel: 912.233.8951
tel: 912.233.8951

Department of Support Services
Capital Projects Division



75 Langley Drive • Lawrenceville, GA 30045-6900
(tel) 770.822.7131 • (fax) 770.822.8929

gwinnettcounty

March 13, 2012

Jack Dubs
Catamount Constructors, Inc.
10 Mansell Court
Suite 150
Roswell, GA 30076

Jack,

The purpose of this letter is to commend you and your firm for a job well done on the construction of the Gwinnett County Police Tactical Shoot House Training Facility. The Police Department is very happy in their new training facility.

This project was a challenging project because it involved a very specialized type of construction. The quality of your work is excellent and your coordination of the various specialty contractors involved proved essential to the success of this project.

Tony Ventresco did a very good job of keeping this project on track. The schedule necessitated very close coordination of specialty trades. Tony kept the team informed of activities that may impact the scope, schedule or budget and resolved conflicts quickly to minimize any negative impact to the project.

It was a pleasure to work with Catamount Constructors, Inc. and we hope to work with you again in the future.

Sincerely,

A handwritten signature in blue ink that reads "Jeff Hairston".

N. H. (Jeff) Hairston, Jr.
Project Manager
Gwinnett County – Capital Projects Division

**REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)**

ATTACHMENT 2

**CONTRACTOR QUALIFYING
EXPERIENCE AND EXPERTISE**

Required of the General Contractor and any Subcontractors known to be Partnering with the General Contractor at the Time of Proposal)

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NAME OF QUALIFYING JOB: Construction of Cherokee County Sheriff's Office Law Enforcement Training Center (LET

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1. Project Name: Forsyth County Recreation Center
2. Location of Work: Cumming, GA
3. Owner: Forsyth County Board of Commissioners
4. Owner Contact: Stephen Rhoades - Capital Projects Manager
5. Owner Address: 110 East Main Street, Suite 240, Cumming, GA 30040
6. Phone Number: 678.781.6125
7. Fax Number: 770.888.8863
8. Email Address: srhoades@forsythco.com

A copy of the completed form may be sent to the Owner's contact to verify the information provided.

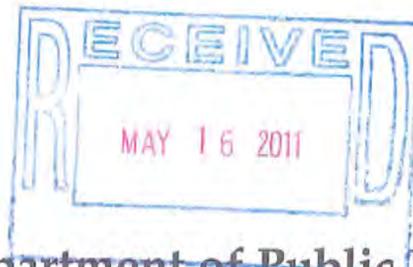
*****Please see the following page for a letter of reference from the owner****

ATLANTA
111 Mansell Court East
Suite 150
Roswell, GA 30076
tel: 770.518.2000
tel: 770.518.2233

DENVER
1250 Bergen Parkway
Suite B 200
Evergreen, CO 80439
tel: 303.678.0037
tel: 303.678.1600

SAN ANTONIO
1111 West Loop West
Suite 201
Austin, TX 78701
tel: 512.333.8000

SAVANNAH
1111 West Loop West
Suite 201
Austin, TX 78701
tel: 512.333.8000



Forsyth County Department of Public Facilities

To whom it may concern:

Forsyth County recently completed a 15,000 square foot expansion to our Central Park Recreation Center. The General Contractor for this project was Catamount Constructors Inc. of Roswell Georgia.

Jack Dubs and Tony Ventresco of Catamount provided a quality on site team that took extra effort to complete the project in the most professional manner. During the construction we encountered some extreme challenges with adverse weather but still completed the project within our time frame. The Catamount team went above and beyond to provide us with a quality facility that we are indeed proud of.

Sincerely,

Stephen D. Rhoades
Capital Projects Manager
Department of Public Facilities
Forsyth County BOC

REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)

ATTACHMENT 2

CONTRACTOR QUALIFYING
EXPERIENCE AND EXPERTISE

Required of the General Contractor and
any Subcontractors known to be Partnering with the General Contractor at the Time of Proposal)

Proposers shall exchange this page for preparation and submittal on their own letterhead, but all information required shall be included.

CONTRACTOR: Catamount Constructors, Inc.

NAME OF QUALIFYING JOB: Construction of Cherokee County Sheriff's Office Law Enforcement Training Center (LETCO)

Contractor shall duplicate this questionnaire for all projects used to prequalify.

Each interested Contractor must submit all relevant project information for capable projects as described and required above. Failure to provide current Owner Contact information may result in the determination of the submittal information being determined to be "NON-RESPONSIVE" and the submitting Contractor as being NON-PREQUALIFIED and REJECTED by the Sheriff's Office.

1. Project Name: Chatham County Juvenile Court
2. Location of Work: Savannah, GA
3. Owner: Chatham County Superior Court
4. Owner Contact: Crystal Cooper
5. Owner Address: 133 Montgomery Street, Savannah, GA 31401
6. Phone Number: 912.652.7127
7. Fax Number: N/A
8. Email Address: ccooper@chathamcounty.org

A copy of the completed form may be sent to the Owner's contact to verify the information provided.

ATLANTA

10 Mansell Court East
Suite 150
Roswell, GA 30076
tel: 770.616.2800
fax: 770.518.2299

DENVER

1150 Bergen Parkway
Suite B 200
Evergreen, CO 80439
tel: 303.679.0087
fax: 303.679.1706

SAN ANTONIO

SAVANNAH

REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCC)

ATTACHMENT 2

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NAME OF QUALIFYING JOB: Construction of Cherokee County Sheriff's Office Law Enforcement Training Center (LETCC)

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described and required above. Failure to provide current Owner Contact information may result
in the determination of the submittal information being determined to be "NON-RESPONSIVE"
and the submitting Contractor as being NON-PREQUALIFIED and REJECTED by the Sheriff's
Office.

- 1. Project Name: Smyrna Fire Station #5
2. Location of Work: Smyrna, GA
3. Owner: City of Smyrna Fire Department
4. Owner Contact: Deputy Chief Roy Acree
5. Owner Address: 2620 Atlanta Road, Smyrna, GA 30080
6. Phone Number: 678.631.5364
7. Fax Number: 770.431.2878
8. Email Address: racree@smyrnaga.gov

A copy of the completed form may be sent to the Owner's contact to verify the information
provided.

ATLANTA

1015 Peachtree Dunwoody East
Suite 150
Roswell, GA 30076
Tel: 770.518.2800
Fax: 770.518.2233

DENVER

1330 Bergan Parkway
Suite B 200
Evergreen, CO 80439
Tel: 303.679.8088
Fax: 303.679.8508

SAN ANTONIO

SAVANNAH

1115 W. Peachtree Street
Suite 100
Savannah, GA 31401
Tel: 912.233.6661
Fax: 912.233.8888

REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)

ATTACHMENT 2

CONTRACTOR QUALIFYING
EXPERIENCE AND EXPERTISE

Required of the General Contractor and
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CONTRACTOR: Catamount Constructors, Inc.

NAME OF QUALIFYING JOB: Construction of Cherokee County Sheriff's Office Law Enforcement Training Center (LET

Contractor shall duplicate this questionnaire for all projects used to prequalify.

Each interested Contractor must submit all relevant project information for capable projects as described and required above. Failure to provide current Owner Contact information may result in the determination of the submittal information being determined to be "NON-RESPONSIVE" and the submitting Contractor as being NON-PREQUALIFIED and REJECTED by the Sheriff's Office.

1. Project Name: Chatham County Oglethorpe Building
2. Location of Work: Savannah, GA
3. Owner: Chatham County Board of Commissioners
4. Owner Contact: Pat Monahan
5. Owner Address: PO Box 15180, Savannah, GA 31416
6. Phone Number: 912.790.1622
7. Fax Number: N/A
8. Email Address: pmonahan@chathamcounty.org

A copy of the completed form may be sent to the Owner's contact to verify the information provided.

ATLANTA

10 Mansell Court East
Suite 160
Roswell, GA 30076
tel: 770.518.2800
fax: 770.518.2233

DENVER

1250 Bergen Parkway
Suite B-200
Evergreen, CO 80439
tel: 303.576.0087
fax: 303.576.1500

SAN ANTONIO

SAVANNAH

3. Provide a complete project organizational chart and the names of at least two (2) Project Superintendents and two (2) Project Managers for this project.

Each proposed Project Superintendent and Project Managers must have participated in a major or senior superintending or management role for at least three (3) comparable projects substantially completed in the last ten (10) years. One (1) of these projects MUST have been of at least the size of a comparable project defined above. At least two (2) of the offered example projects must include experience as Project's General Superintendent or Senior Project Manager during the FULL construction phase on the same project.

Attach complete and most current resumes for each proposed individual shown by the organizational chart, including all contact information for each example project so that verification can be made as to the proposed individual's relevant project experience and position for that example project.

4. Description and size of project.
5. Provide photos of this project including all typical conditions and elements of the project.
6. a. Contract Amount at award: _____
b. Contract Amount at completion: _____
7. a. Original Contract Completion Date: _____
b. Final Contract Completion Date: _____
8. Explain why this project meets one or more of the comparable project requirements.

Please see attached resumes for the above requirements

Chris Yancey, LEED AP

Qualifications: Chris oversees government, power, and faith-based markets for the eastern United States. His duties include business development, preconstruction activities, and operations. Chris has been with Catamount for almost 15 years, serving in the positions of Project Manager and Director of Preconstruction Services prior to his current role as Director. Chris has pre-construction and project management experience in government, renovation, industrial, power, higher education, faith-based, retail, automotive, interiors, and site development.

Relevant Project Experience

Forsyth County Recreation Center – Cumming, GA



Project included a 15,000sf addition to the existing recreation center facility. Also included was an additional parking lot with 85 parking spaces and improvements to the existing stormwater system. \$1.6 million

- **Contract Amount at Award:** \$1.4 million
- **Contract Amount at Completion:** \$1.6 million (owner driven change orders)
- **Original Contract Completion Date:** August 2010
- **Final Contract Completion Date:** August 2010
- **Relevance:** County government project; office components; outdoor pavilion.

Field Medical Training Facility at Camp Bullis - Ft. Sam Houston, San Antonio, TX



This design-build project consisted of 13 pre-engineered metal buildings totaling 61,200 square feet. The buildings will include administration, dining, dormitory, multi-purpose, classrooms and latrines. The site at Camp Bullis consists of approximately 125 acres of relatively undeveloped land.

- **Contract Amount at Award:** \$17.9 million
- **Contract Amount at Completion:** \$18.8 million (owner driven change orders)
- **Original Contract Completion Date:** May 2010
- **Final Contract Completion Date:** May 2010
- **Relevance:** Federal government project; office components; classrooms.



Role:
Project Manager

Accreditations:
LEED AP

Education:
Auburn University - B.S. in Building Science

Chris Yancey, LEED AP *(continued)*

Gwinnett Police Tactical Training Facility – Lawrenceville, GA

Recently completed, this Police Tactical Training Facility is a custom design tactical training shooting house. At approximately 10,000 square feet, it is equipped with specialized ballistic panels and an observation platform. \$1.4 million

- **Contract Amount at Award:** \$1.4 million
- **Contract Amount at Completion:** \$1.4 million
- **Original Contract Completion Date:** November 2011
- **Final Contract Completion Date:** November 2011
- **Relevance:** County government project; outdoor shooting range; outdoor pavilion.



Additional Project Experience

Euro NATO Joint Jet Pilot Training Facility - Wichita Falls, TX

A new operations facility for the 80th flying training wing, home of Euro NATO Joint Jet Pilot Training Facility (ENJJPT). The 44,000sf facility incorporates insulated concrete forms (ICF) walls and a structural steel frame. The facility includes a Commander's office suite, classrooms, 328 seat auditorium with skyfold dividing partitions, training labs, student study areas, restrooms and conference areas. The building shell is designed with an average STC rating of 55 and the project will be seeking LEED Silver certification. Services included quality control, pre- construction, scheduling and construction. \$13.4 million

Energy Retrofits - Georgia

Installation of energy conservation measures at 4 national parks including plumbing, HVAC, and electrical upgrades. Buildings included historical structures, administrative buildings and visitor centers. Scope included and nine month measurement and verification period which records the projected and actual energy savings. \$682,000

Cliffside Fossil Fuel Plant Modernization – North Carolina

Construction of 8,100 sf control room for new fossil fuel power plant. \$1.7 million

Chris Yancey, LEED AP *(continued)*

Abraham Lincoln Birthplace National Historic Site -Hodgenville, KY
Install ABAAS handrails (metal) on both sides of the boardwalk and around seating areas. Replace deteriorated structural items. Install low level lighting in several locations, with motion sensors. Pressure wash entire boardwalk. Install new ABAAS ramp. Design and install boxing around trees. Replace post caps. Check boardwalk for ABAAS. \$146,000

Oak Hill Baptist Church – Griffin, GA

A 45,130 sf addition to Oak Hill including 1700 seat worship center, Baptismal area, welcome center, preschool, classrooms and restrooms. Services included pre-construction, scheduling and construction management. \$7.4 million

West Cobb Baptist Church - Powder Springs, GA

Project involved doubling the size of the sanctuary and completing a new 26,400sf addition comprised of a youth education facility and grand lobby/fellowship area. Services included pre-construction, scheduling and construction. \$3.3 million

Word of Faith Church – Austell, GA

A 60,000sf expansion of religious facility including a chapel, classrooms, kitchen and Fellowship hall. Services included pre-construction, scheduling and construction management. \$6.2 million

Christ the Shepherd – Alpharetta, GA

Construction of an addition of 30,000sf including offices, classrooms, fellowship hall, youth assembly area and kitchen between an existing sanctuary and daycare facility. This is an example of a building expansion while the facility remained operational. Services included renovation to existing facility, pre-construction, scheduling and construction management. \$3.2 million

Zion Baptist Church – Braselton, GA

Project involved converting a 39,661 SF television manufacturing facility into a Worship and Classroom Center with 900 seat sanctuary, pre-school education space, youth areas and offices as well as new restrooms, modifying existing HVAC systems, new lighting, and new finishes. In the Worship area, the structure was modified to remove two columns in order to provide a larger obstruction free space. Services included pre-construction, scheduling and construction. management. \$1.7 million

Jack Dubs

Qualifications: Jack has over thirty years' experience in the construction industry in both new construction and renovation projects. He is a detailed and focused project manager respected for his dedication to clients. He is driven by budget, schedule and safety with experience in government, office, industrial, retail and medical construction projects. Jack is a devoted project manager, known for his strong ability to establish and maintain an effective working relationship with owners, architects, engineers and subcontractors. Most importantly, he works well on projects that have demanding schedules and critical turnover deadlines.



Role:
Project Manager

Education:
Clemson University – Mechanical Engineering

Relevant Project Experience

Forsyth County Recreation Center – Cumming, GA



Project included a 15,000sf addition to the existing recreation center facility. Also included was an additional parking lot with 85 parking spaces and improvements to the existing stormwater system. \$1.6 million

- **Contract Amount at Award:** \$1.4 million
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Recently completed, this Police Tactical Training Facility is a custom design tactical training shooting house. At approximately 10,000 square feet, it is equipped with specialized ballistic panels and

an observation platform. \$1.4 million

- **Contract Amount at Award:** \$1.4 million
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Jack Dubs (continued)

CarMax Dealership Service Center – Nashville, TN

A fast track 18,000sf expansion of an existing service center at a CarMax dealership. \$1.9 million

Mercedes Benz of Buckhead – Atlanta, GA

This design-build automotive project included a 750-space parking garage, a 70,000sf showroom/sales area, constructed in a tight urban space. \$13 million

United BMW – Duluth, GA

Interior remodel of an existing car dealership which remained operational during construction. \$300,000

Honda Mall of Georgia – Buford, GA

Interior remodel and manufacturer-driven image update of an existing car dealership which remained operational during construction. \$2.1 million

Team Chevrolet – Alpharetta, GA

Catamount completed two projects for this owner: The first project consisted of an interior renovation and a parking lot addition while the dealership remained open. The second project consisted of an image structure and a complete renovation of the sales area. \$1.7 million

Cliffside Modernization – North Carolina

Construction of an 8,100sf control room for a \$1.6 billion fossil fuel power plant. \$2.4 million

Dr. Pepper Warehouse and Office – Norcross, GA

Alterations and renovations to an existing 95,000sf office/warehouse facility for the Snapple Group. The project included a new truck court, dock doors and dock levelers as well as new exterior fencing. \$1.3 million

CHRIS Kids – Atlanta, GA

This project consisted of a 3-story 24,000sf administrative building for CHRIS Kids, a non-profit organization that provides leadership for the community in the areas of child welfare, mental health and prevention of youth homelessness. The project is planned for Gold LEED certification, including sustainable aspects such as grey water system and rain water cisterns. \$1.9 million

Jack Dubs (continued)

Solera Salon – Alpharetta, GA

The Solera Salon project included demolition of an existing restaurant and ground up construction of a 2-story, 19,000sf structure to house a spa and individual salon tenants. \$2.1 million

Southern Cancer Center – Daphne, AL

Delivered on-time and \$200,000 under budget, this design-build MOB is a ground-up, 1-story 20,000sf facility. Features include exam rooms, an oncology infusion center, a concrete vault to house linear accelerators, a lead-lined room for magnetic imaging machines and a hooded mixing pharmacy for chemotherapy administration. \$8.3 million

Tony Ventresco

Qualifications: Tony is a hands-on Superintendent respected for his personnel commitment and passion for his construction projects. His diverse experience in government, industrial, retail, interiors, medical and office facilities contributes to his confidence and ability to successfully deliver each project to our client's satisfaction. Tony brings the right combination of technical, coordination and communication skills to deliver any project on schedule.

Role:
Superintendent

OSHA Training and Certifications:
OSHA 10 Hour

Fall Safety

Scaffold and Aerial Lifts

Steel Erection

NPDES – GA Soil & Water

Relevant Project Experience

Forsyth County Recreation Center – Cumming, GA



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Tony Ventresco (continued)

Home Depot Rapid Deployment Center Addition – Valdosta, GA

Catamount completed a tilt up/build-to-suit warehouse consisting of a 70 acre, 657,000sf rapid deployment center for The Home Depot. This project was parking lot improvements area for additional trailer parking. \$2.8 million

Walgreens - Multiple locations – GA

Walgreens is the largest drugstore chain in the United States and Catamount has been fortunate enough to be a part of their impressive growth rate. In the past thirteen years, Catamount has built over 136 Walgreens nationwide.

Lilburn, GA – Ground up 15,000sf store

Atlanta, GA - Ground up 15,000sf store

KGP Alliance Warehouse – Atlanta, GA

This project consisted of a 3,000sf interior office and warehouse built-out. \$450,000



Steve Brown

Qualifications: Steve has over twenty five years' experience in commercial construction projects, coordinating all phases from excavation to completion. He possesses proficiency in supervision, evaluation, subcontracting, scheduling, and monitoring expenses and inspection. Additional skills include accurate takeoffs, estimating, budgeting, contract purchasing and invoicing and work effectively with owners, architects, engineers and fellow employees. Job site safety and weekly safety meetings with subcontractor workforce are also a strong component.

Relevant Project Experience

Global Center for Medical Innovation – Atlanta, GA

The Southeast's first comprehensive medical device innovation center, the GCMI facility is a 12,000sf prototyping design and development facility that will accelerate the commercialization of next-generation medical devices and technology. Facility includes administrative space and clean rooms. \$850,000

Urban Active Fitness – Atlanta, GA

Urban Active is a 46,000sf fitness club with interior and exterior retrofit renovation work. Amenities include plush locker rooms, steam and dry saunas, Under Armour pro shop, playroom and smoothie bar. \$3.9 million

Chase Bank – Multiple locations

Catamount has been awarded over 29 projects, both ground-up and renovation, from JPMorgan Chase & Company, a valued repeat client since 2005. Locations include 16 across Colorado's Front Range, 11 in Georgia and three in Texas.

- Crabapple / Ground-Up

Georgian Bank Office Building – Lawrenceville, GA

A new 12,000sf two-story building with structural steel frame and pre-cast façade. This building included high-end finishes, which consisted of marble floors, wood paneled walls and marble/wood clad grand staircase. \$4.7 million

Emory University Woodruff Residential – Decatur, GA

A fast-track, twelve week project which included an interior and exterior renovation of dorm rooms and offices in a four and five story building. Work was performed during the Summer months and was completed on time and under budget. \$6.3 million

East Lake Elementary School – Atlanta, GA

A 62,000sf renovation and addition to an existing elementary school for the Atlanta Public School System. \$3.7 million

Role:

Superintendent

Education:

Middle Tennessee State University

OSHA Training and Certifications:

OSHA 10 Hour

Fall Safety

Scaffold and Aerial Lifts

Steel Erection

NPDES – GA Soil & Water

**REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)**

ATTACHMENT 3

ORGANIZATION'S FINANCIAL STATEMENTS

(Required of the General Contractor and
any Subcontractors known to be Partnering with the General Contractor at the Time of Proposal)
Catamount Constructors, Inc.

Name of Firm (*Name must correspond exactly with Contractor's License*)

Proposers are instructed to exchange this page for a certification from its surety declaring that the applying Contractors have not had a surety company finish or complete work on any project within the last seven (7) years.

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

A. Information you must submit includes (Attachments 1a):

1. Annual Revenue for the years 2006 through 2011, from January through the last complete calendar quarter.
2. Schedule indicating contracts which have been awarded to you and reconciling the original award, any amendments, completed portion and uncompleted portion of such contracts. This is your backlog of work awarded but construction not yet completed.

B. Surety and Bonding Requirements (Attachment 1b):

Attach a *notarized* statement from the bonding company your firm proposes to use for this project, indicating their commitment to provide a performance and payment bond for the full amount of the contract.

THIS FORM TO BE NOTARIZED.





Attachment 3

Organization's Financial Statements

Attachment 1a

1. Annual revenue for the Catamount Constructors:

Year	Revenue
2006	\$155.4 million
2007	\$183.7 million
2008	\$226.2 million
2009	\$114.1 million
2010	\$150.7 million
2011	Estimated \$165 million (official audited financials will not be completed until May 31, 2012)

Please see attached CD for a copy of Catamount's audited financial statements.

2. Please see attached list of Catamount's backlog work.

Attachment 1b

1. Please see attached for a notarized statement from Catamount Constructors bonding company.

ATLANTA

10 Marietta Court East
Suite 150
Roswell, GA 30076
tel: 770.618 2800
fax: 770.618 2335

DENVER

1350 Borgen Parkway
Suite B 200
Evergreen, CO 80439
tel: 303.679 0087
fax: 303.679 1506

SAN ANTONIO

1500 Fairwinds Parkway
Suite 301
San Antonio, TX 78231
tel: 214.277 8907
fax: 214.839 0811

SAVANNAH

515 Martin Luther King, Jr. Blvd.
Savannah, GA 31401
tel: 912.332 8981
fax: 912.332 8984



STERLING
RISK ADVISORS

May 8, 2012

***Re: Catamount Constructors, Inc
Cherokee County Sheriff's Office Training Center***

To Whom It May Concern:

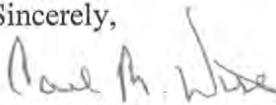
It is our understanding that you are considering our client referenced above as general contractor. It is our pleasure to recommend Catamount Constructors, Inc to you.

Catamount Constructors, Inc is in excellent standing with its surety company, Liberty Mutual Insurance Company. Liberty has provided bonds for Catamount for the past eight (8) years. We are pleased to confirm that Catamount has ample bonding capacity to support the reference project. Subject to a routine underwriting review of the contract and bond forms and confirmation of adequate project funding, we are prepared to arrange for the issuance of Performance and Payment Bonds

Liberty Mutual and we are proud to be associated with Catamount and would be happy to speak with anyone from your organization on their behalf.

Please let us know if we can be of further assistance.

Sincerely,


Carl R. Wise
Attorney-in-Fact


Notary

Surety Declaration

**For construction of
Cherokee County sheriff's Office
Law enforcement Training Center (LETCO)**

I, Carl R. Wise, attorney-in-fact and authorized agent of
Liberty Mutual Insurance Company, on behalf of our client
Catamount Constructors, Inc, hereby certify, under penalty
of perjury under the laws of the State of Georgia that the Liberty Mutual
Insurance Company, has not finished or completed any work on any
project within the last seven (7) years.

Signed: Carl R. Wise
Dated: May 8, 2012

Notary: [Signature] (seal)
Expires: March 22, 2013



Catamount Atlanta/Savannah - Awarded Projects / Percent Complete

Description	Contract Amount	Current Amount	Cost to Complete	Percentage Complete
Holcomb Bridge Traffic Signals	\$536,018.00	\$893,590.00	\$328,096.00	63%
Taco Mac 49'er, Charlotte NC	\$1,322,381.00	\$1,382,044.00	\$88,266.00	94%
Walgreens #12554 - Peachtree City, GA	\$2,960,185.00	\$3,131,288.00	\$65,041.00	98%
Taco Mac - Huntersville NC	\$1,772,862.00	\$1,902,691.00	\$172,349.00	91%
Olin Chlor-Alkali, TN	\$1,541,891.00	\$1,628,416.00	\$68,268.00	96%
Terrell Mill Village - Sitework	\$1,023,458.00	\$1,343,024.00	\$237,861.00	82%
Epiphany Lutheran Church	\$900,397.00	\$950,541.00	\$136,556.00	86%
Gainesville Renewable Energy	\$1,349,543.00	\$1,400,809.00	\$813,132.00	42%
Terrell Mill Facade	\$478,719.00	\$641,190.00	\$126,047.00	80%
Medical Device Center	\$783,256.00	\$879,693.00	\$148,857.00	83%
Toy's "R" Us/Babies "R" Us - Gastonia, NC	\$2,501,504.00	\$2,642,352.00	\$445,987.00	83%
Valdosta RDC Facility Trailer Expansion	\$2,888,288.00	\$2,946,607.00	\$122,000.00	96%
Dr. Pepper West Point Trade Center	\$866,993.00	\$866,993.00	\$809,201.00	7%
Walgreen's #15151 - Fayetteville	\$2,275,000.00	\$2,275,000.00	\$1,299,344.00	43%
Chase Bank - Dallas Hwy, Marietta	\$411,948.00	\$411,948.00	\$141,632.00	66%
Old National Traffic Signalization	\$173,696.00	\$173,696.00	\$101,320.00	42%
Smyrna Fire Station No. 5	\$1,477,000.00	\$1,471,360.00	\$1,133,016.00	23%
Oglethorpe Building Renovations	\$6,506,222.00	\$6,506,222.00	\$5,902,256.00	9%
Amazon Fulfillment Center	\$32,884,465.00	\$32,884,465.00	\$28,818,764.00	12%
Dollar Tree @ Terrell Mill	\$242,371.00	\$245,540.00	\$52,882.00	78%
Toys R' Us - Poyner Place - Raleigh, NC	\$5,055,057.00	\$5,067,049.00	\$4,743,278.00	6%
Walgreens Cartersville, GA	\$1,775,777.00	\$1,775,777.00	\$1,775,777.00	0%
Old National Marketplace Phase II Sitework	\$964,545.00	\$964,545.00	\$964,545.00	0%
Arbors at Ellington	\$372,032.00	\$372,032.00	\$372,032.00	0%
Alice Street Townhomes	\$680,574.00	\$680,574.00	\$680,574.00	0%

**REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)**

ATTACHMENT 4

SURETY DECLARATION

(Required of the General Contractor and

any Subcontractors known to be Partnering with the General Contractor at the Time of Proposal)

Proposers are instructed to exchange this page for a certification from its surety declaring that the applying Contractors have not had a surety company finish or complete work on any project within the last seven (7) years.

Sample Declaration:

I, Keith Rane, authorized agent of
Catamount Constructors, Inc.
(Name of Organization)

hereby certify, under penalty of perjury under the laws of the State of Georgia that the organization has not had a surety company finish work on any project within the last five (5) years.

Signed: 

Dated: May 8, 2012

THIS FORM TO BE NOTARIZED.





Surety Declaration

**For construction of
Cherokee County sheriff's Office
Law enforcement Training Center (LETCO)**

I, Carl R. Wise, attorney-in-fact and authorized agent of Liberty Mutual Insurance Company, on behalf of our client Catamount Constructors, Inc, hereby certify, under penalty of perjury under the laws of the State of Georgia that the Liberty Mutual Insurance Company, has not finished or completed any work on any project within the last seven (7) years.

Signed: Carl R. Wise

Dated: May 8, 2012

Notary: [Signature] (seal)

Expires: March 22, 2013

REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)

ATTACHMENT 5

JUDGMENT CERTIFICATION

(Required of the General Contractor and

any Subcontractors known to be Partnering with the General Contractor at the Time of Proposal)

Proposers are instructed to exchange this page for a certification declaring that the applying Contractors in the last TEN (10) years have not been found by a judge, arbitrator, jury, or a nolo contendere plea to have submitted a false or fraudulent claim.

Sample Declaration:

I, Keith Rane, authorized agent of
Catamount Constructors, Inc.

(Name of Organization)

hereby certify, under penalty of perjury under the laws of the State of Georgia that the foregoing is true and correct. In the last ten (10) years that the organization, any affiliate, parent or subsidiary company, or the principals, officers or RMO's of the organization, joint venture, any affiliate, parent or subsidiary company has not been found by a judge, arbitrator, jury, or a nolo contendere plea to have submitted a false or fraudulent claim.

Signed: 

Dated: May 8, 2012

THIS FORM TO BE NOTARIZED.





ATLANTA
10 Mansell Court East
Suite 150
Roswell, GA 30076
Tel: 770.518.2600
Tel: 770.518.2233

DENVER
1850 Bergen Parkway
Suite B 200
Evergreen, CO 80439
Tel: 303.878.0067
Tel: 303.878.1606

SAN ANTONIO
4427 Fawcett Park
Suite 201
San Antonio, TX 78221
Tel: 214.777.8827
Tel: 214.777.8871

SAVANNAH
1015 W. Hwy 17
Savannah, GA 31401
Tel: 912.232.6601
Tel: 912.232.6534

**REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)**

ATTACHMENT 6

(Required of the General Contractor and
any Subcontractors known to be Partnering with the General Contractor at the Time of Proposal)

CONTRACTOR'S LICENSE CERTIFICATION

License verification will be performed by the Cherokee County Development Center office by visiting the State of Georgia's web site at sos.ga.gov/plb/, in addition to any other supporting documentation that may be provided by the Contractor's authorized agent personally appearing before the Development Center.

Proposers may exchange this page for a certification written on their own letterhead, but all information required shall be included on the certification and properly notarized.

CONTRACTOR'S NAME: Catamount Constructors, Inc.

Contractor's License Number: GCCO000849 Expiration Date of License: June 30, 2012

(ATTACHED COPY OF LICENSE)

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

This 8th day of May, 2012.

(SEAL, REQUIRED IF CORPORATION)

THIS FORM TO BE NOTARIZED.



STATE OF GEORGIA
BRIAN P. KEMP, Secretary of State
State Licensing Board for Residential/General Contractor
General Contractor Company

LICENSE NO. GCCO000849

Catamount Constructors Inc
10 Mansell Court East Suite 150
Roswell GA 30076

Qualifying Agent: Scott Andrew Reynolds
Qualifying Agent License NO: GCQA000280

EXPIRATION DATE - 06/30/2012
Active

1856122

Above is your license issued by the Georgia State Board of Residential and General Contractors. A pocket-sized license card is below. **Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires.** License renewals may be completed prior to the expiration date via the Board's website or by obtaining a paper renewal from the Board office.

Reminder: It is your responsibility to keep your insurance current. Please provide the Board with a copy of your Certificate of Insurance each time your insurance is renewed. The Board does receive copies of cancellation notices which will affect the status of your license.

It is the licensee's responsibility to notify the board office immediately of any change of name or address. You may update your address online at the board's website at www.sos.ga.gov/plb/contractors/.

You may contact the Board at:
GEORGIA STATE BOARD FOR RESIDENTIAL & GENERAL CONTRACTORS
237 COLISEUM DRIVE, MACON, GEORGIA 31217-3858
478-207-2440 (phone) website: www.sos.ga.gov/plb/contractors/

Catamount Constructors Inc
10 Mansell Court East Suite 150
Roswell GA 30076

STATE OF GEORGIA
BRIAN P. KEMP, Secretary of State
State Licensing Board for Residential/General Contractor
General Contractor Company

LICENSE NO. GCCO000849

Catamount Constructors Inc
10 Mansell Court East Suite 150
Roswell GA 30076

Qualifying Agent: Scott Andrew Reynolds
Qualifying Agent License NO: GCQA000280

EXPIRATION DATE - 06/30/2012
Active

**REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)**

ATTACHMENT 7

(Required of the General Contractor and
any Subcontractors known to be Partnering with the General Contractor at the Time of Proposal)

**NON-INFLUENCE AND
NON-COLLUSION AFFIDAVIT**

Proposers may exchange this page for a certification written on their own letterhead, but all information required shall be included on the certification and properly notarized.

STATE OF Georgia COUNTY OF Fulton

Keith Rane, being first duly sworn, deposes and says that:

(1) He/She is Officer (Owner, Partner, Officer, Representative, or Agent) of the Proposer that has submitted the attached Proposal;

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

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

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

(5) The statements and information contained in and submitted with the attached Proposal are accurate, correct and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

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

(Signed Name) 

(Printed Name) Keith Rane

Proposer Name and Address and Contact Information (of Company or Association)

Catamount Constructors, Inc. c/o Keith Rane

10 Mansell Court East, Suite 150, Roswell, GA 30076

T 770.518.2800 / F 770.518.2233

krane@catamountconstructors.com

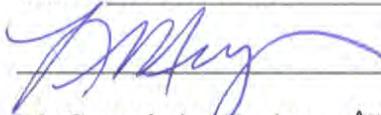
THIS FORM TO BE NOTARIZED.

Subscribed and Sworn to before me
(Name)

Keith Rane

this 8th day of May, 2012.

Title Vice President



(SEAL)

My Commission Expires August 24, 2012
Date



ATTACHMENT 8

**CERTIFICATION OF REVIEW AND ACCEPTANCE
OF CONSTRUCTION AGREEMENT**

**FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO)**

PRIME PROPOSER 'S NAME: Catamount Constructors, INc.

THE UNDERSIGNED CERTIFIES, in preparing my Proposal for this Project, that I have read the referenced Construction Agreement Between Cherokee County and the Contractor and all required other exhibits, attachments and supporting documents, and that my legal advisor and insurance carrier representatives have also read the Construction Agreement. Therefore, I hereby make the following sworn statement:

CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:

 X I and my legal advisor and insurance carrier representatives have read, understand and accept all the terms and conditions of the Construction Agreement, and if and upon award of the Contract for this Project will promptly execute and furnish all required statements, Exhibits and insurance.

 X I and my legal advisor and insurance carrier representatives have read and understand all the terms and conditions of the Construction Agreement, BUT HAVE NOTED THE FOLLOWING EXCEPTIONS AND/OR QUALIFICATIONS to the execution and the furnishing of all required statements, Exhibits and insurance, if and upon award of the Contract for this Project, as listed, noted or described below, or on other supporting documentation as identified below:

Proposers may provide additional sheets to supplement this page, if necessary, for the certification written on their own letterhead, but all information required shall be included on the certification and properly notarized.

THE UNDERSIGNED FURTHER UNDERSTANDS AND ACCEPTS that such submitted exceptions and/or qualifications may cause the Sheriff's Office to determine the Proposal to be non-responsive and the General Contractor to be non-responsible, and that the Sheriff's Office may fully reject the Proposal and select another General Contractor Team based upon the noted or described exceptions and/or qualifications hereto.

Such a determination by the Sheriff's Office shall not be a cause of action by the General Contractor against Cherokee County or the Cherokee County Sheriff's Office.

I CERTIFY that the above information is true and correct and is applicable to the Proposal for this Project.

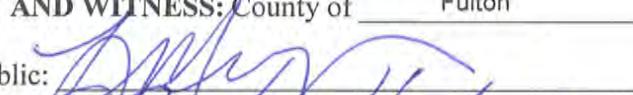
Signed:  _____

(SEAL, REQUIRED IF CORPORATION)

THIS FORM TO BE NOTARIZED.

This 8th day of May, 2012.

NOTARY AND WITNESS: County of Fulton State of Georgia

Notary Public:  _____

(SEAL, REQUIRED)

Witness:  _____





AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Stacey Williams, Director of Administrative Services
Cherokee County Sheriff's Office

ADDRESS: 498 Chattin Drive, Canton, GA 30115

SUBMITTED BY: Catamount Constructors, Inc.

NAME: Keith Rane

ADDRESS: 10 Mansell Court East, Suite 150, Roswell, GA 30076

PRINCIPAL OFFICE: Evergreen, CO

Corporation

Partnership

Individual

Joint Venture

Other

NAME OF PROJECT (if applicable): Cherokee County Sheriff's Office Law Enforcement Training Center (LETCO)

TYPE OF WORK (file separate form for each Classification of Work):

General Construction

HVAC

Electrical

Plumbing

Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 15

§ 1.2 How many years has your organization been in business under its present business name? 15

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 2.25.1997

§ 1.3.2 State of incorporation: Colorado

§ 1.3.3 President's name: Geoffrey G. Wormer

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s)

Jeffrey L. Cochran, Kurt T. Kenchel, Jeffrey P. Sidwell, Scott A. Reynolds, Thomas M. Seaman

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

See attached list of active licenses

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Project Supervision
Installation of doors, frames, and hardware
Miscellaneous Carpentry
Concrete Work

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See attached list of Current/Completed Projects

§ 3.4.1 State total worth of work in progress and under contract:

Backlog as of May 2012 - \$194,000,000

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See attached list of Current/Completed Projects

§ 3.5.1 State average annual amount of construction work performed during the past five years:

2006 - \$155.4 million

2007 - \$183.7 million

2008 - \$226.2 million

2009 - \$114.1 million

2010 - \$150.7 million

2011 - \$165 million (approximate)

2012 - \$235 million (projected)

§ 3.6 On a separate sheet, list the construction experience of the key individuals of your organization.

Upon Request

§ 4. REFERENCES

§ 4.1 Trade References:

Wheeler Services
3535 Trotter Drive
Alpharetta, GA 30004
770.667.0058
Ken Wheeler

Allsouth Sprinkler
840 Pleasant Hill Road
Lilburn, GA 30047
770.925.9099
John McCullough

Paulson Cheek Mechanical
2830 Peterson Place
Norcross, GA 30071
770.729.0076
Marshall Cheek

§ 4.2 Bank References:

UMB Bank, N.A.
Corporate Banking
1670 Broadway
Denver, CO 80202
Jill McClure

Ph: 303.839.2241

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Liberty Mutual Insurance Company

§ 4.3.2 Name and address of agent:

Sterling Risk Advisors
Governor's Ridge
Building 28
1640 Powers Ferry Road
Marietta, GA 30067
Ph: 678.424.6500

§ 5. FINANCING

§ 5.1 Financial Statement. Upon Request

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Ehrhardt, Keefe, Steiner & Hottman
7979 E. Tufts Avenue
Suite 400
Denver, CO 80237
303.740.9400

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this May 3, 2012

Name of Organization: Catamount Constructors, Inc.

By: Scott A. Reynolds



Title: Division President

§ 6.2

Mr. Scott A. Reynolds being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this May 3, 2012

Notary Public: Lisa Meyers

My Commission Expires: 08/24/2014



Catamount Constructors, Inc.

<u>State</u>	<u>License #</u>	<u>Type</u>	<u>\$ Limit</u>	<u>Exp Date</u>
Alabama	24378	General Contractor	Unlimited	10/31/12
Alaska	24916	General Contractor	Unlimited	12/31/12
Arizona	ROC167588	General Commercial	\$5M	08/31/12
Arkansas	125350410	Contractor-B01	Unlimited	04/31/12
California	760295	General Contractor B	Unlimited	03/31/13
Colorado	GC Lic. Not Req'd	RCSE Certif.-Class A		
Connecticut	MCO.0901896	Major Contract Regist	Unlimited	06/30/12
Delaware	2008204168	General Contractor	Unlimited	12/31/12
Florida	CGC060404	General Contractor	Unlimited	08/31/12
Georgia	GCCO000849	General Contractor		06/30/12
Idaho	GC Lic. Not Req'd			
Illinois	GC Lic. Not Req'd			
Indiana	GC Lic. Not Req'd			
Iowa	GC Lic. Not Req'd			
Kansas	GC Lic. Not Req'd			
Kentucky	GC Lic. Not Req'd			
Louisiana	39058	Building Construction	Unlimited	05/16/12
Maine	GC Lic. Not Req'd			
Maryland	497421-02229456	Construction		04/30/12
Massachusetts	GC Lic. Not Req'd			
Michigan	GC Lic. Not Req'd			
Minnesota	GC Lic. Not Req'd			
Mississippi	12748-MC	Building Construction	Unlimited	04/11/12
Missouri	GC Lic. Not Req'd			
Montana	GC Lic. Not Req'd			
Nebraska	27570	Nonresident Contractor		09/15/12
Nevada	58438	Class B- General Bldg	Unlimited	09/30/12
New Hampshire	GC Lic. Not Req'd			
New Jersey	GC Lic. Not Req'd			
New Mexico	81215	Contractor-GB98	\$1M	01/31/14
New York	GC Lic. Not Req'd			
North Carolina	43269	General Contractor	Unlimited	12/31/12
North Dakota	26025	Contractors-Class A	Unlimited	03/01/12
Ohio	GC Lic. Not Req'd			
Oklahoma	GC Lic. Not Req'd			
Oregon	157993	General Contractor	Unlimited	12/16/12
Pennsylvania	GC Lic. Not Req'd			
Rhode Island	GC Lic. Not Req'd			
South Carolina	G100128	General Contractor		10/31/12
South Dakota	GC Lic. Not Req'd			
Tennessee	42849	Contractor	Unlimited	01/31/13
Texas	GC Lic. Not Req'd			
Utah	343366-5501	Contractor		12/30/13
Vermont	GC Lic. Not Req'd			
Virginia	2705-056756A	Class A Contractor		05/31/12
Washington	CATAMCI981BM	General Contractor		01/16/14
West Virginia	WV035973	General Building		08/21/12
Wisconsin	GC Lic. Not Req'd			
Wyoming	GC Lic. Not Req'd			

Go-Kahuna Certification #38-001058

We are not authorized to work in the following states:

4/13/2012

Hawaii

Works in Progress/Completed Projects List

Sorted Ascending by Project

Project	City	State	Architect	Value	Completion Date
155 Knowlton Way	Savannah	GA		\$311,343	06/30/2011
1st Baptist, Locust Grove, GA	Locust Grove	GA	Foreman Seeley Fountain Architects	\$5,033,740	01/19/2008
43 South Battery Charleston SC	Charleston	SC		\$500,000	03/31/2006
470 Business Ctr, Lone Tree CO			Not Applicable	\$17,774	05/31/2009
7 - 11 Gray Shell, Denver, CO				\$59,961	09/05/2011
7-Up/RC Bottling-Parking Lot, Centennial CO					12/31/2011
942 Peachtree Bldg, Atlanta GA	Atlanta	GA	Surber Barber Choate & Hertlein	\$1,000,865	06/20/2005
Abe Lincoln, Hodgenville, KY					10/15/2010
Abercorn Commons, Savannah GA	Savannah	GA	Ozell Stankus Associates Architects	\$11,847,206	09/01/2005
Abercorn Retail D&E Savannah GA	Savannah	GA	Ozell Stankus Associates Architects	\$1,084,394	02/28/2006
Abercorn Shop 600 Savannah GA	Savannah	GA	Adams & Associates Architecture, PA	\$1,673,710	06/01/2006
Abraham Lincoln Birthplace NHS	Hodgenville	KY		\$146,202	07/15/2010
Advance Auto Parts Lakewood CO	Lakewood	CO	Orville G Anderson Architect	\$685,003	12/06/2004
Advance Auto, McDonough GA	McDonough	GA	Phillips Partnership, PC	\$704,621	12/31/2006
Advance Auto, Valdosta GA	Valdosta	GA	Haines, Gipson & Associates, Inc	\$902,682	03/31/2006
Allen Wilson Housing - Phase I	Decatur	GA	HADP Architecture, Inc.	\$3,454,608	03/28/2011
Allie Katz Nails Centennial CO	Centennial	CO	Modus Architecture	\$173,918	05/31/2010
Anchor "F", Denver CO	Denver	CO	The Mulhern Group	\$1,221,558	03/31/2007
Anderson Mrch Whse, Auburn, GA	Auburn	GA	O'Brien & Associates Architecture	\$6,333,170	08/31/2007
Arbors at Ellington	Pleasant Grove	AL	Wallace Architects, LLC	\$3,745,731	04/13/2012
Arizona Lofts 2, Atlanta GA	Atlanta	GA	Rowhouse Architects	\$10,779,984	08/15/2007
Asian Bistro, Aurora, CO	Aurora	CO	SEM Architects	\$22,356	05/31/2009

Works in Progress/Completed Projects List

Sorted Ascending by Project

Project	City	State	Architect	Value	Completion Date
Asian Fusion Cuisine	Canton	GA	Tangent Design	\$102,336	06/09/2009
Astral-Chapel Crk, Kennesaw GA	Kennesaw	GA	Pieper O'Brien Herr Architects	\$176,485	05/14/2007
Athens Paper, Atlanta, GA	Atlanta	GA	Herring Troy Associates PC	\$127,701	12/15/2007
Atl Stn-Structural, Atlanta GA	Atlanta	GA	Uzun & Case Engineers, LLC	\$496,322	10/31/2006
Atlanta Fitness - Newnan	Newnan	GA	Schroeder Slater	\$4,769,119	12/20/2010
Atlanta Toyota Renovation	Duluth	GA	Pieper O'Brien Herr Architects	\$10,907,209	07/04/2008
Augusta Shop Ctr, Augusta GA	Augusta	GA	iARC Design	\$1,423,653	09/06/2005
Barnes & Noble Shel Boulder CO	Boulder	CO	Richmond Group Architecture	\$2,546,687	06/15/2009
Barron's Office, Snellville GA	Snellville	GA	Pieper O'Brien Herr Architects	\$1,266,734	12/31/2005
Barron's TI, Snellville GA	Snellville	GA	Newbanks Construction/Property Condition Consultants	\$425,643	11/12/2004
Bartlett Crossing - Macon, GA	Macon	GA	Wallace Architects, LLC	\$8,000,698	09/15/2011
Bassett Furn., Newport News VA	Newport News	VA	Architectural Design Guild	\$385,543	11/11/2005
Bassett Furniture Lone Tree CO	Lone Tree	CO	Architectural Design Guild	\$1,677,560	09/02/2005
Bassett Furniture Roseville CA	Roseville	CA	JPC Architects	\$536,413	07/29/2005
Bassett Furniture, Dublin CA	Dublin	CA	Architectural Design Guild	\$1,786,683	06/24/2005
Bassett, Grand Junction CO	Grand Junction	CO	Shape Architects	\$762,461	02/11/2005
Bassett, Torrance, CA	Torrance	CA		\$739,014	12/31/2011
Batschelet Bldg, Littleton, CO				\$15,882	10/31/2010
Baybrook Commons, Houston, TX	Webster	TX	Intergroup, Inc.	\$1,582,550	09/30/2007
Beechwood Dev-Mass Grading, GA	Gainesville	GA	Paulson Mitchell, Inc	\$1,512,903	01/15/2011
Bells Ferry Village	Woodstock	GA	PRAD Group, Inc	\$39,361	03/21/2008

Works in Progress/Completed Projects List

Sorted Ascending by Project

Project	City	State	Architect	Value	Completion Date
Bergen Park Paint Evergreen CO	Evergreen	CO	EV Studio	\$83,268	03/30/2009
Bergen T I Work, Bergen V, CO	Evergreen	CO	Alliance Architecture	\$503,977	06/30/2006
Bergen Village TI Evergreen CO	Evergreen	CO	Humphries Poli		09/30/2005
Bergen Village TI Suite D 108	Evergreen	CO	Alliance Architecture	\$133,908	09/30/2006
Bergen Village, Evergreen CO	Evergreen	CO	MCG Architecture	\$5,005,704	08/02/2005
Berry Crossing Site, Rome GA	Rome	GA	Foresite Group, Inc.	\$1,181,199	10/03/2008
BJ's Rest & Brewhse, Norman OK	Norman	OK	W D Partners	\$121,886	10/31/2006
BJ's Rest. & Brewhse-Aurora CO	Aurora	CO	W D Partners	\$2,476,053	10/31/2006
Bluff Lake/Mercy Housing, Denver CO	Denver	CO		\$8,910,491	04/15/2012
Boardworks Sign, Atlanta GA	Atlanta	GA	Bowman Engineering	\$110,360	11/09/2004
Bonefish Grill Virginia Bch VA	Virginia Beach	VA	Godsey Associates	\$933,993	10/07/2005
Bonefish Grill, Augusta GA	Augusta	GA	DP3 Architects, Ltd.	\$660,409	07/08/2005
Bonefish Grill, Henderson NV	Henderson	NV	Godsey Associates	\$980,640	01/27/2006
Bonefish Grill, Mobile AL	Mobile	AL	Godsey Associates	\$1,029,769	12/23/2005
Bonefish Grill, Novi MI	Novi	MI	Godsey Associates	\$769,383	08/26/2005
Bonefish Grill, Omaha NE	Omaha	NE	LS Design Group, PLLC	\$717,692	06/16/2006
Bonefish Grill, Rogers AR	Rogers	AR	LS Design Group, PLLC		06/16/2006
Bonefish Grill, Westminster CO	Westminster	CO	Godsey Associates	\$862,644	01/06/2006
Boost Mobile, Lakewood, CO	Lakewood	CO		\$15,640	12/31/2009
Boq villas Maintenance Bldg, AZ				\$352,317	01/13/2011
Bradford Gwinnett Townhomes	Norcross	GA	Hamby Architecture & Design, Inc.	\$1,583,916	05/31/2010
Brakes Plus, McKinney, TX	McKinney	TX	ARCODEV	\$713,456	07/14/2010
Brakes Plus, Omaha, NE	Mill Bluffs, IA / Omaha			\$526,995	03/31/2011
Breckenridge Corners	Duluth	GA	Design Configuration, Inc	\$2,921,052	10/15/2007

Works in Progress/Completed Projects List

Sorted Ascending by Project

Project	City	State	Architect	Value	Completion Date
Brookstone Manor Residences	Acworth	GA	Archetype Design, LLC	\$542,547	08/14/2011
Brookstone Manor Residences, GA				\$554,798	09/14/2011
Brookstone Manor Residences, GA	Marietta	GA	Archetype Design, LLC		09/15/2011
Buffalo Wild Wings - LL Work	Denver	CO		\$152,708	08/31/2011
BWAB Whse, Denver, CO	Denver	CO	Sy-Bazz Architecture, LLC	\$294,730	05/31/2008
Caché Apartments, Englewood CO	Englewood	CO		\$24,143,802	12/31/2012
Calif Natl Hist.Trail Elko,NV				\$258,773	10/16/2010
Cambridge Ed, Snellville GA	Snellville	GA	Pieper O'Brien Herr Architects		02/28/2006
Canyon View Whse, Golden CO	Golden	CO	Lewis Himes Associates	\$1,946,306	07/31/2007
Carbury LPOE, ND	Carbury	ND		\$7,569,446	07/31/2010
CarMax - North Attleborough	North Attleborough	MA	Pieper O'Brien Herr Architects	\$3,854,778	01/21/2012
Carmax - Roseville, CA	Rocklin	CA	Pieper O'Brien Herr Architects	\$2,287,931	04/18/2007
Carmax - Roswell, GA	Roswell	GA	Pieper O'Brien Herr Architects	\$3,910,794	05/31/2007
Carmax # 7120, Ontario CA	Ontario	CA	Pieper O'Brien Herr Architects	\$7,422,442	02/16/2005
Carmax # 7210 - Jackson, MS	Jackson	MS	Pieper O'Brien Herr Architects	\$9,096,289	11/20/2007
Carmax #6001 Newark, DE	Newark	DE	Pieper O'Brien Herr Architects	\$1,831,858	01/31/2009
Carmax #7130 Virginia Beach VA	Virginia Beach	VA	Pieper O'Brien Herr Architects	\$9,785,655	06/30/2005
Carmax #7190 - Austin, TX	Austin	TX	Pieper O'Brien Herr Architects	\$6,192,360	01/31/2007
Carmax #7201 Colo Springs, CO	Colorado Springs	CO	Pieper O'Brien Herr Architects	\$8,314,300	06/06/2008
Carmax #7211 - Huntsville, AL	Huntsville	AL	Pieper O'Brien Herr Architects	\$7,677,634	05/14/2008

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Project	City	State	Architect	Value	Completion Date
CarMax #7231 - Hickory, NC	Hickory	NC	Pieper O'Brien Herr Architects	\$4,315,057	08/31/2008
Carmax #7264 - Fresno, CA	Fresno	CA	Pieper O'Brien Herr Architects	\$10,697,851	12/31/2006
CarMax #7267, Wichita KS	Wichita	KS	Pieper O'Brien Herr Architects	\$6,845,434	10/11/2005
CarMax #7270, Omaha, NE	Omaha	NE	Pieper O'Brien Herr Architects	\$6,734,199	11/27/2007
CarMax #7284 - Nashville	Nashville	TN	Charles J. O'Brien	\$2,003,943	01/29/2012
Carmax #7287, East Haven CT	East Haven	CT	Pieper O'Brien Herr Architects	\$10,352,799	12/15/2006
Carmax -#7291 Fredricksburg VA	Fredericksburg	VA	Pieper O'Brien Herr Architects	\$10,749,268	10/22/2006
Carmax 7271 King of Prussia PA	King of Prussia	PA	Pieper O'Brien Herr Architects	\$571,177	01/06/2009
Carmax Expansion, Ontario CA	Ontario	CA	Pieper O'Brien Herr Architects	\$6,492,251	08/31/2008
Carmax Parking Lot, Hoover AL	Hoover	AL	Pieper O'Brien Herr Architects	\$220,151	05/31/2011
Carmax Potomac, Woodbridge, VA	Woodbridge	VA	Charles J. O'Brien	\$7,111,353	12/02/2008
Carquest, Loveland CO	Loveland	CO	Architecture West, LLC	\$690,838	07/17/2005
Carrabas Italian Grill, OKC OK	Oklahoma City	OK	DP3 Architects, Ltd.	\$947,861	09/23/2005
Carrabba's Italian, Rogers AR	Rogers	AR		\$989,252	05/12/2006
Catamount Office Buildout	Roswell	GA	Pieper O'Brien Herr Architects	\$211,434	07/29/2007
CCI C-200 Estimating Office	Evergreen	CO	EV Studio		10/31/2008
Cebolla Creek Bridge, CO				\$487,524	09/21/2010
Centerplace of Greeley, CO	Greeley	CO	O'Brien & Associates	\$8,860,365	06/15/2008
Centrum Station, Cary NC	Cary	NC	Corcoran Nelson Nardone	\$2,060,214	10/15/2006
Chabad of Cobb	Marietta	GA	Saffran - Kilpatrick Architects, PC	\$2,608,626	12/31/2007

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Project	City	State	Architect	Value	Completion Date
Charleston Commons GA	Charleston	SC	Neil Stevenson Architects	\$898,232	08/31/2004
Charleston Homes Charleston SC	Charleston	SC	Neil Stevenson Architects	\$7,000,000	12/01/2004
Chase Bank	Thornton	CO	CLC Associates	\$1,175,924	10/31/2007
Chase Bank - Bitters, San Antonio, TX	San Antonio	TX		\$902,696	03/12/2012
Chase Bank - Boerne, TX	Boerne	TX		\$323,602	03/17/2012
Chase Bank - Houston, TX	Houston	TX	Callison, LLC	\$371,951	06/30/2011
Chase Bank - Magnolia, TX	Magnolia	TX	Callison, LLC	\$869,811	03/12/2012
Chase Bank - Old Alabama	Johns Creek	GA	BDG Architects	\$896,491	09/13/2011
Chase Bank - Thornton, CO	Thornton	CO	CLC Associates	\$1,085,039	09/02/2008
Chase Bank #12542 - Marietta	Marietta	GA	Interplan LLC	\$797,431	11/09/2010
Chase Bank #12792 Marietta, GA	Marietta	GA	Interplan LLC	\$368,790	11/06/2009
Chase Bank #13065 - Crabapple	Alpharetta	GA	Interplan LLC	\$822,779	11/08/2010
Chase Bank #13262, Snellville	Snellville	GA	Interplan LLC	\$302,846	03/01/2010
Chase Bank #13298 - Duluth	Duluth	GA	BDG Architects	\$923,042	09/14/2010
Chase Bank #13593 - Shallowford	Marietta	GA	BDG Architects	\$875,358	11/05/2010
Chase Bank #16116 - Powder Spr	Marietta	GA	BDG Architects	\$969,561	06/07/2011
Chase Bank #17743 - Canton	Canton	GA	Wakefield Beasley & Associates	\$347,642	03/07/2011
Chase Bank 104th, Thornton, CO	Thornton	CO	MCG Architecture	\$982,124	04/02/2007
Chase Bank Houston 290	Houston	TX	Callison, LLC	\$272,192	10/31/2011
Chase Bank Rebranding, GA	Atlanta	GA		\$131,462	07/30/2010
Chase Bank, Arvada CO	Arvada	CO	CLC Associates	\$954,119	03/02/2006
Chase Bank, Aurora CO	Aurora	CO	CLC Associates	\$725,737	11/09/2005
Chase Bank, Aurora, CO	Aurora	CO	CLC Associates	\$793,549	07/25/2009
Chase Bank, Broomfield, CO	Broomfield	CO	MCG Architecture	\$973,159	10/08/2008

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Project	City	State	Architect	Value	Completion Date
Chase Bank, Centennial, CO	Centennial	CO	CLC Associates	\$1,055,754	08/13/2007
Chase Bank, Colo Springs, CO	Colorado Springs	CO		\$824,656	03/15/2011
Chase Bank, Denver CO	Denver	CO		\$997,364	11/21/2011
Chase Bank, Ft. Collins, CO	Fort Collins	CO	CLC Associates	\$876,368	11/30/2010
Chase Bank, Lafayette, CO	Lafayette	CO	MCG Architecture	\$1,021,998	07/17/2007
Chase Bank, Lakewood, CO	Lakewood	CO		\$991,022	08/31/2011
Chase Bank, Longmont CO	Longmont	CO	CLC Associates	\$1,034,173	08/17/2006
Chase Bank-V V, Wesminster CO	Westminster	CO	CLC Associates	\$1,016,659	10/31/2006
Chatham Co. Juvenile Court	Savannah	GA	Greenline Architecture	\$431,376	04/24/2010
Chatham-Ste 275, Alpharetta GA	Alpharetta	GA	Veenendaal Cave, Inc.	\$47,476	09/14/2005
Chow Down, Evergreen, CO	Evergreen	CO		\$103,058	11/30/2009
Chris Kids - Atlanta	Atlanta	GA	Smith Dalia Architects	\$2,079,302	05/31/2011
Christ The King, Evergreen CO	Evergreen	CO	Bahr Vermeer Haecker Architects, Ltd.	\$4,154,068	06/09/2010
Clearstar Office Alpharetta GA	Alpharetta	GA	Schroeder Slater	\$590,000	01/26/2009
Cliffside Modernization, NC	Cliffside	NC	Shaw Power Group	\$2,366,970	05/31/2011
Climax Mine TI, Leadville, CO	Leadville	CO		\$4,632,031	12/31/2011
Coastal Gateway Clinic Phase 2	Brunswick	GA	Martin Riley Associates	\$3,358,111	03/15/2011
Coastal Gateway Clinic Phase 3	Brunswick	GA	Martin Riley Associates	\$2,903,342	06/07/2011
Compass Bank Commerce City, CO	Commerce City	CO		\$1,791,334	10/25/2011
Compass Bank TI, Denver CO	Denver	CO	Alexander & Kienast & Schnitz	\$44,757	01/11/2010
Compass Bank, Denver, CO			Alexander & Kienast & Schnitz	\$1,230,932	11/13/2009
Compass Bank, Ft Collins, CO	Ft. Collins	CO		\$1,456,442	10/31/2011
Concord Rd Soccer, Savannah GA	Savannah	GA		\$364,920	09/14/2010

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Project	City	State	Architect	Value	Completion Date
Concurrent Mgt Bldg Cumming GA	Cumming	GA	Zaic & Associates, Architects	\$1,779,440	03/31/2007
Continental Divide Trail, WY				\$211,574	09/06/2010
Cop Shop, Denver, CO	Denver	CO	The Mulhern Group	\$73,121	01/31/2007
Coremark, Atlanta, GA	Atlanta	GA	Herring Troy Associates PC	\$373,727	10/01/2008
Cornerstar Mattress King, CO	Aurora	CO	SEM Architects	\$79,190	03/31/2009
Cornerstar ULTA, Aurora CO	Aurora	CO	SEM Architects	\$504,757	05/15/2009
Corpus Christi Station, TX				\$24,277,251	01/15/2012
Country Inn - Braselton, GA	Braselton	GA	Lemberg Architects & Associates	\$5,580,366	07/15/2009
Country Inn/Suites - Asheville	Asheville	NC	Lemberg Architects & Associates	\$3,782,790	06/08/2009
Countrywide TI, Evergreen, CO	Evergreen	CO	EV Studio	\$160,000	07/27/2008
Cronic Nissan, Griffin GA	Griffin	GA	Manly Spangler Smith Architects	\$3,228,075	09/30/2005
Crossroads Commons, Boulder CO	Boulder	CO	O'Brien & Associates	\$3,349,873	05/31/2009
Cumberland Marketplace GA	Smyrna	GA	Pieper O'Brien Herr Architects	\$2,062,909	10/31/2005
Deckard's Kitchen & Kegs - Atl	Atlanta	GA	Evolution, Inc	\$802,480	09/01/2010
Deckard's Kitchen & Kegs, GA	Atlanta	GA	TaC Studios, Inc.	\$1,200,000	09/30/2009
Deep Fork Fencing Okmulgee, OK				\$34,113	08/31/2010
Demo@Univ & Arap Centennial CO	Centennial	CO	CPP Engineering	\$65,594	01/31/2007
Dendrite, Duluth, GA	Duluth	GA	Kaspar Architects	\$3,379,597	12/31/2006
DHL ATL Pass Thru	Atlanta	GA	Ruark & Wyatt Architects	\$155,498	11/30/2011
W-Morrison Road Apartments, Morrison, CO				\$243,663	07/31/2011
Doubletree Hotel Houston Downtown - TX	Houston	TX	SeifertMurphy	\$226,716	09/30/2011

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Project	City	State	Architect	Value	Completion Date
Downtown Tavern, Denver CO	Denver	CO	Semple Brown Design	\$554,617	03/15/2006
Dr. Pepper - Norcross GA	Norcross	GA	Sanford Epstein & Associates, PC	\$1,103,355	10/31/2010
Dr. Pepper Cash Room, Ft. Worth, TX				\$45,687	01/31/2012
Dr. Pepper Cash Room, Sherman, TX				\$31,656	01/31/2012
Dr. Pepper Cash Room, Waco, TX				\$42,115	01/31/2012
Dr. Pepper West Point Trade Center, Jacksonville, FL				\$779,529	05/31/2012
Earnest Machine Products - TI	Austell	GA		\$341,154	11/30/2009
East Cross Mountain, CO				\$299,389	08/12/2010
East LV Dollar Tree Roswell GA	Alpharetta, GA	GA		\$72,330	12/07/2009
East West Twin Crk Crossin AK				\$2,977,683	01/02/2011
eCollege, Centennial, CO	Centennial	CO	Aztec Architects, LLC	\$5,407,778	10/01/2010
Energy Retrofits, GA				\$788,745	10/31/2010
ENJJPT Ops Complex Sheppard TX				\$13,343,792	03/30/2012
EODT - Attic Renovations	Lenoir City	TN	Byrd & Cooper Architects, Inc	\$464,767	05/31/2008
EODT - Existing Office Renov.	Lenoir City	TN	Byrd & Cooper Architects, Inc	\$88,715	05/31/2008
EODT, Lenoir City, TN	Lenoir City	TN	Pieper O'Brien Herr Architects	\$3,088,051	03/31/2007
Epiphany Lutheran Church	Suwanee	GA	Pieper O'Brien Herr Architects	\$932,380	02/29/2012
Evergreen Nails, Evergreen CO	Evergreen	CO		\$46,723	02/28/2010
Exxon - Rifle, CO	Rifle	CO	Alliance Architecture	\$5,617,645	11/30/2008
Falcon Highlands Mkt Falcon CO	Falcon	CO	O'Brien & Associates	\$2,017,527	06/30/2007
Field Medical Facility, TX	San Antonio	TX	BBIX, LLC	\$18,861,116	11/20/2009
Field Medical Facility, TX	San Antonio	TX	BBIX, LLC	\$21,159,344	04/02/2010

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Project	City	State	Architect	Value	Completion Date
Findlay RDC Facility	Van Buren	OH	Macgregor Associates Architects	\$22,068,093	05/17/2010
FireFly Buys	Suwanee	GA		\$130,355	09/30/2011
First Baptist, Locust Grove GA	Locust Grove	GA	Foreman Seeley Fountain Architects	\$78,854	08/31/2007
FirsTier Bank TI, Parker, CO	Parker	CO	Lee Architects/Interior Designers	\$429,080	04/30/2008
FL Central Park, Davenport FL	Davenport	FL		\$863,082	06/06/2005
Forsyth Co. Recreation Center	Cumming	GA	Wright Mitchell Associates Architects	\$1,656,349	08/29/2010
Fresh & Easy Mkt #02022	Las Vegas	NV	Stantec Consulting, Inc.	\$1,941,912	12/22/2008
Fresh & Easy Mkt #20422	Las Vegas	NV	Nadel Architects Nevada, LLP	\$998,769	09/04/2008
Fresh & Easy Mkt #20423	Las Vegas	NV	Nadel Architects Nevada, LLP	\$1,007,088	09/12/2008
Fresh & Easy Mkt 20071, LV NV	Las Vegas	NV	John W Johnson Architect	\$1,540,327	09/21/2007
Fresh & Easy Mkt 20088, LV NV	Las Vegas	NV	John W Johnson Architect	\$931,313	08/17/2007
Fresh & Easy Mkt 20091 LV, NV	Las Vegas	NV	Stantec Consulting, Inc.	\$1,429,007	11/15/2008
Fresh & Easy Mkt 20096, LV NV	Las Vegas	NV	John W Johnson Architect	\$879,761	08/17/2007
Fresh & Easy Mkt N Las Vega NV	North Las Vegas	NV	Stantec Consulting, Inc.	\$1,585,121	03/28/2008
Fresh & Easy Mkt, Henderson NV	Henderson	NV	John W Johnson Architect	\$2,238,998	01/25/2008
Fresh & Easy Mkt, Las Vegas NV	Las Vegas	NV	Nadel Architects Nevada, LLP	\$1,047,058	08/29/2008
Fresh & Easy Mkt, Las Vegas NV	Las Vegas	NV	Nadel Architects Nevada, LLP	\$1,027,330	09/04/2008
Fresh & Easy Mkt, Sparks, NV	Sparks	NV	Nadel Architects Nevada, LLP	\$551,362	03/13/2009
Fresh & Easy Neighborhood Mkt	Las Vegas	NV	John W Johnson Architect	\$1,919,753	04/18/2008

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Project	City	State	Architect	Value	Completion Date
Fresh & Easy Neighborhood Mkt	Las Vegas	NV	Nadel Architects Nevada, LLP	\$1,045,370	09/04/2008
Ft Meade Byway, Sturgis, SD				\$378,796	12/02/2010
Furniture Row 58th Denver, CO	Denver	CO	Intergroup, Inc.	\$6,997,992	09/15/2007
Furniture Row Central Point OR	Central Point	OR	MCG Architecture	\$3,164,130	01/31/2005
Furniture Row Charlotte, NC	Charlotte	NC	Intergroup, Inc.	\$3,424,814	10/01/2010
Furniture Row Remodel, GJ, CO	Grand Junction	CO		\$189,394	11/09/2009
Furniture Row, Draper, UT	Draper	UT	DLR Group Newman Cavendar	\$6,124,638	09/30/2008
Furniture Row, Lonetree CO	Lone Tree	CO	Olsson Associates	\$7,960,704	12/31/2005
Furniture Row, St. George UT	St. George	UT	MCG Architecture	\$3,662,888	05/22/2006
Furniture Row, Yuma AZ	Yuma	AZ	SEM Architects	\$3,422,912	12/07/2005
JA Tech Exterior Paint & Clean	Atlanta	GA		\$432,785	07/31/2011
Gainesville Renewable Energy Ctr	Gainesville	FL		\$1,349,543	12/31/2011
Gambro Mold Removal, CO				\$9,630	10/31/2010
Gambro Trning Ctr Lakewood CO	Lakewood	CO	OZ Architects	\$636,498	01/20/2009
Gene Evans Ford, Union City GA	Union City	GA	Engineered Architectural Systems, Inc	\$229,600	05/01/2006
Genghis Grill - Centennial, CO	Centennial	CO		\$326,136	12/31/2011
Genghis Grill - Mission TX	Mission	TX		\$350,000	12/31/2011
Global Furniture 400 Duluth GA	Duluth	GA	Realacorp - America	\$2,045,725	12/31/2006
Good Times Tours Breckenrdg CO	Breckenridge	CO	Savage Architecture, Inc.	\$728,490	11/15/2008
Goodson Honda, Houston TX	Houston	TX		\$882,781	11/15/2011
Grainger Demo (SYMS), GA	Marietta	GA	Columbia Engineering	\$171,282	09/17/2009
Green Valley Ranch Monument ign	Denver	CO		\$114,714	06/30/2011
Greenville Ctr Addt, Allen TX			Lawrence A Cates & Associates, LLP	\$981,155	06/15/2009

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Project	City	State	Architect	Value	Completion Date
Guided Therapeutics	Norcross	GA	Herring Troy Associates PC	\$146,442	11/30/2009
Gwinnett BMW Service Writers	Duluth	GA		\$278,090	10/01/2010
Gwinnett Co. Police Training	Lawrenceville	GA	Precision Planning, Inc.	\$1,435,000	11/30/2011
Hampton Inn-Flowery Branch, GA	Flowery Branch	GA	Lemberg Architects & Associates	\$6,368,689	08/08/2008
Harland Bldg #2 HBS Decatur GA	Decatur	GA	Pieper O'Brien Herr Architects	\$18,500	02/03/2006
Harland Reroof, Greensboro NC	Greensboro	NC		\$335,726	12/31/2005
Harrison Creek, Fairbanks AK				\$737,687	10/06/2010
Havasu NWR 5 Mile, Needles CA				\$45,586	12/31/2010
Heritage Bath House, Canton GA	Canton	GA		\$209,825	08/31/2005
Heritage Club House, Canton GA	Canton	GA	A Classical Studio	\$1,344,907	05/31/2005
High Meadows-Community Center	Roswell	GA	Zachary W Henderson, AIA, Inc.	\$807,944	06/30/2009
Holcomb Bridge Traffic Signals	Alpharetta	GA	Stantec Consulting Services, Inc.	\$744,511	04/01/2011
Holcomb Center Facade Renov.	Alpharetta	GA	Wakefield Beasley & Associates	\$1,934,758	03/31/2010
Holiday Inn Exp - Clemson SC	Clemson	SC	Lemberg Architects & Associates	\$5,205,064	05/01/2009
Home Depot RDC Sale OFFSITE	Salem	OR	Macgregor Associates Architects	\$953,329	10/11/2010
Home Depot RDC-Salem OR	Salem	OR	Macgregor Associates Architects	\$17,146,028	10/11/2010
Home Restaurant, Centennial CO	Centennial	CO		\$731,733	11/07/2009
Honda Mall of GA, Buford GA	Buford	GA	Pieper O'Brien Herr Architects	\$2,114,229	02/02/2009
Horace Stilwell Towers, GA	Savannah	GA	Barnard Architects	\$686,286	11/15/2010
Huttig, Davenport, FL	Davenport	FL	Pieper O'Brien Herr Architects	\$604,140	03/10/2006
Imagine Nation Books, CO	Louisville	CO	Shears - Adkins - Rockmore Architects	\$1,001,526	07/27/2010

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Project	City	State	Architect	Value	Completion Date
Ingersoll Rand, Norcross, GA	Norcross	GA		\$174,119	03/15/2011
Intelagard, Lafayette, CO	Lafayette	CO		\$451,997	10/16/2010
JHH Room Additions, Decatur GA	Decatur	GA	Pieper O'Brien Herr Architects	\$45,904	09/20/2005
Jim 'N Nick's Bar-B-Q, Duluth	Duluth	GA	Design & Engineering, Inc	\$1,357,124	05/31/2008
Jim N Nicks BBQ, Denver, CO	Denver	CO	Shemryn Trapp Design	\$1,182,576	11/30/2007
Job Offices - Colorado Coalition for the Homeless, Denver CO				\$155,396	09/05/2011
JPTC Energy, Westminster CO	Westminster	CO	Davis Wince, LTD.	\$204,385	06/25/2010
Just Fitness - Holcomb Center	Alpharetta	GA		\$99,886	08/19/2010
JVC Disc America	Kennesaw	GA	Sanford Epstein & Associates, PC	\$353,041	05/13/2007
JVC Parking Ext, Kennesaw GA	Kennesaw	GA	Eberly & Associates, Inc	\$609,300	10/31/2006
Kaibeto Boarding School,AZ				\$41,064,078	01/15/2012
Kanab Office Bldg, Kanab UT	Kanab	UT		\$7,069,529	11/30/2011
Kellogg Mech Screen, Tracy CA	Tracy	CA		\$152,722	10/22/2004
KGP Alliance Warehouse	Duluth	GA		\$438,531	11/13/2009
King Mountain Cabin, CO				\$291,276	08/02/2011
Kremmling Bunkhouse, CO				\$585,754	12/27/2010
LA Fitness, Camp Creek GA	Atlanta	GA	Dougherty Schroeder & Associates, Inc	\$4,360,760	03/31/2006
LA Fitness, Snellville GA	Snellville	GA	Dougherty Schroeder & Associates, Inc		01/20/2006
LA Fitness - College Park	College Park	GA	Schroeder Slater	\$3,349,203	12/31/2011
LA Fitness - Kennesaw	Kennesaw	GA	Schroeder Slater	\$4,913,345	07/31/2008
A Fitness - Kennesaw II	Kennesaw	GA	Schroeder Slater	\$2,504,066	12/31/2010
LA Fitness - Sandy Springs	Sandy Springs	GA	Schroeder Slater	\$3,154,832	07/31/2011
LA Fitness Atlantic Station	Atlanta	GA	Schroeder Slater	\$83,503	01/01/2010

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Project	City	State	Architect	Value	Completion Date
LA Fitness Douglasville, GA	Douglasville	GA	Schroeder Slater	\$4,523,264	05/01/2009
LA Fitness Midtown - Centergy	Atlanta	GA	Schroeder Slater	\$651,445	02/28/2010
LA Fitness Site, Snellville GA	Snellville	GA	Brock Design Group	\$474,495	12/31/2006
LA Fitness Sprayberry	Marietta	GA	Schroeder Slater	\$5,069,492	09/30/2008
LA Fitness Towne Lake	Woodstock	GA	Schroeder Slater	\$4,830,298	01/23/2009
LA Fitness, McDonough, GA	McDonough	GA	Schroeder Slater	\$4,977,632	12/14/2008
LA Fitness, Snellville, GA	Snellville	GA	Dougherty Schroeder & Associates, Inc	\$4,066,784	12/31/2006
LA Fitness-Atlantic Station,GA	Atlanta	GA	David Schroeder & Associates, inc	\$3,250,928	02/28/2007
Legacy Toyota, Union City GA	Union City	GA	Saffran - Kilpatrick Architects, PC	\$2,602,625	04/30/2006
ittle Anitas, Westminster CO	Westminster	CO	George Rainhart Architects & Associates	\$242,894	09/23/2007
Loco's Deli & Pub, Savannah GA	Savannah	GA	Dawson Wissmach Architects	\$406,643	11/02/2005
Lodo's Bar & Grill, Denver, CO	Denver	CO	Mark Hoskin Architects	\$1,428,025	02/28/2008
LoDo's Bar & Grille Wstmstr CO	Westminster	CO	MCG Architecture	\$2,996,665	04/30/2007
Lodo's Highland Ranch Remodel, Highlands Ranch, CO	Highlands Ranch	CO		\$1,687,641	12/31/2011
LoDo's Roof Deck Exp, CO			Mark Hoskin Architects	\$50,639	05/08/2009
LOPE Antelope Wells, NM	Antelope Wells	NM		\$9,325,959	07/31/2010
LOPE Hansboro, ND	Hansboro	ND		\$8,047,568	07/31/2010
Lowery Tavern Remodel, Denver, CO	Denver	CO		\$484,215	01/31/2012
Lowry Tavern Restr, Denver CO	Denver	CO	Semple Brown Design	\$3,322,523	05/01/2006
Lucent 2010, Veenendaal, GA				\$32,893	10/31/2010
.luent Tech, Alpharetta GA	Alpharetta	GA	Munroe Designs	\$1,034,687	09/22/2008
Macy's, Fairview TX	Fairview	TX	Hixson Architecture Engineering Interiors	\$7,454,225	08/09/2009

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Project	City	State	Architect	Value	Completion Date
Malbis Cancer Ctr, Daphne, AL	Daphne	AL	H K S, Inc	\$9,338,996	12/31/2007
Market Center, Denver CO	Denver	CO	Ronan Design Group	\$240,442	03/06/2005
McDonalds Abercorn Savannah GA	Savannah	GA	Adams & Associates Architecture, PA	\$1,114,855	10/31/2005
McKay's Mill Shops Franklin TN	Franklin	TN	Randall Paulson Architects	\$1,509,170	02/28/2005
McKay's Mill Site, Franklin TN	Franklin	TN	Paulson Mitchell, Inc	\$3,612,182	07/31/2004
McKay's Off Bldg, Franklin TN	Franklin	TN	Randall Paulson Architects	\$677,826	06/30/2005
Medical Device Center	Atlanta	GA	Cooper Carry, Inc.	\$783,256	02/28/2012
Megaspace Whse-Gypsum, CO	Gypsum	CO	Johnson, Kunkel & Associates, Inc	\$2,345,813	12/06/2006
Melaver House, Savannah GA	Savannah	GA	Dawson Wissmach Architects	\$1,526,608	10/17/2009
Mellow Mushroom, Centennial CO	Centennial	CO	Gerding Collaborative	\$2,214,970	08/10/2009
Mellow Mushroom, Denver CO	Denver	CO	Davis Wince, LTD.	\$1,780,421	06/25/2010
Mercedes Benz of Buckhead GA	Atlanta	GA	Saffran - Kilpatrick Architects, PC	\$13,117,786	10/15/2006
Meridian - Lincoln Quarters					01/31/2012
Mezzanine, Denver, CO	Denver	CO	The Mulhern Group	\$35,797	12/31/2006
Michael's/Abercorn Savannah GA	Savannah	GA	Haines, Gipson & Associates, Inc	\$1,668,368	08/01/2005
Mini Anchor E&K, Denver CO	Denver	CO	The Mulhern Group	\$4,000,950	08/31/2006
Missouri Creek Road, CO				\$123,650	09/03/2010
Mitsui, Duluth, GA	Duluth	GA		\$101,158	04/08/2011
Mt. Vernon Church Renovation	Sandy Springs	GA	CDH Partners	\$1,566,025	08/31/2007
MVG Grey Shell, Phoenix, AZ	Phoenix	AZ	Robert Kubicek Architects	\$766,947	12/15/2008
MVG Grey Shell, St. Louis MO	Florissant	MO	Slaggie Architects, inc.	\$1,165,683	04/10/2009
Natchez Trace Parkway, MO	Tupelo	MS		\$1,499,301	04/10/2011

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Project	City	State	Architect	Value	Completion Date
Newgistics	Atlanta / Union City	GA	Opus Engineers & Architects, Inc.	\$278,479	05/31/2010
Nissan Span Startup, SC				\$113,693	09/15/2010
Nome Creek Site Fairbanks, AK				\$945,867	02/08/2011
North Decatur Presbyterian Church	Decatur	GA		\$60,473	08/15/2011
North Point Mall Food Court	Alpharetta	GA	Schroeder Slater	\$2,818,043	06/30/2008
Northfield Bldg K, Denver CO	Denver	CO	Tenant Planning Services	\$295,416	12/01/2007
Northmont #1000 - Phase 3	Duluth	GA	Realacorp - America	\$2,939,145	12/31/2007
Northmont Bldg 900, Duluth GA	Duluth	GA	Realacorp - America	\$4,369,217	07/23/2006
Northmont Distr, Gwinnett GA	Duluth	GA	Realacorp - America	\$6,158,626	12/31/2005
NPPD - Beatrice Power Stn, NE	Beatrice	NE	Lyman Davidson Dooley	\$4,257,518	12/12/2003
NTP Distribution - Hartman IV	Austell	GA	Opus Engineers & Architects, Inc.	\$361,867	02/28/2010
Oak Hill Baptist, Griffin GA	Griffin	GA	Pieper O'Brien Herr Architects	\$7,913,306	09/08/2006
Oakland Park Condominiums	Atlanta	GA	Surber Barber Choate & Hertlein Architects, Inc	\$12,614,276	04/30/2008
Off Broadway Shoes, Denver CO	Denver	CO	Not Applicable	\$31,652	07/23/2008
Office Depot #260186	Canon City	CO	CLC Associates	\$1,284,063	07/07/2007
Old National Mrktplace - Ph 1	College Park	GA	Scott Architecture	\$2,650,008	10/15/2011
Olin Chlor-Alkali, TN	Charleston	TN		\$1,541,891	10/15/2011
Orchard - Vanilla Boxes	Westminister	CO	Michael Crislip Architect	\$1,051,994	01/28/2008
Orkin Demo - Sandy Springs	Sandy Springs	GA	Randall Paulson Architects	\$319,885	09/01/2011
Outlets @ Silverthorne, CO	Silverthorne	CO	MCG Architecture	\$3,330,079	12/31/2007
Pakoon Fire Station, AZ		AZ		\$718,769	04/14/2011
Parker Warehouse Center	Parker	CO	MTA Architects	\$2,684,205	02/28/2007
Parkglenn Shops, Parker, CO	Parker	CO	MJ Cassut	\$2,206,664	12/25/2007

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Project	City	State	Architect	Value	Completion Date
Pattillo-Barrett Lakes Blvd GA	Kennesaw	GA		\$266,896	12/31/2011
Paul Lee's Chinese Avondale AZ	Avondale	AZ	W D Partners	\$1,066,368	12/03/2004
Paul Lee's Chinese Avondale AZ	Avondale	AZ		\$65,387	06/18/2005
Paul Lee's Chinese, Tampa FL	Tampa	FL		\$81,645	06/11/2005
Paul Lee's N Las Vegas NV	North Vegas	NV	W D Partners	\$1,609,456	03/31/2005
PCB Elevator, Panama City FL	Panama City	FL	Haines, Gipson & Associates, Inc	\$72,924	09/05/2008
Perrigo Pump Room Encl - SC				\$30,712	05/31/2010
Petsen\$e - Thomaston GA	Thomaston	GA	ArizaDo Architecture Design	\$216,868	10/18/2010
Piedmont Retail, Eustis FL	Eustis	FL	Cuhaci & Peterson Architects	\$1,625,018	02/28/2006
Pier 1 Milestone, Castle Rk CO	Castle Rock	CO	CLC Associates	\$1,380,848	08/15/2005
Pinnacle Road LPOE, VT				\$7,236,000	07/31/2010
Pittsburg LPOE, NH				\$7,466,473	07/31/2010
Pizza Fusion, Denver CO	Denver	CO		\$250,815	04/30/2011
Pollo Campero - Buford Hwy.	Atlanta	GA		\$162,317	11/01/2010
Premises Kingwood, Humble, TX	Humble	TX		\$2,558,700	03/31/2008
Premises Solutions, Pueblo, CO	Pueblo	CO		\$3,780,000	03/31/2007
Premises Solutions, Windsor CO	Windsor	CO	MTA Architects	\$3,246,001	07/10/2006
Prominence Point, Canton GA	Canton	GA	Pieper O'Brien Herr Architects	\$990,892	12/31/2005
Publix Whse Exp. Davenport, FL	Davenport	FL	Horton Harley & Carter, Inc	\$3,214,620	06/30/2007
Quiznos Fire Remediation - Clemmons NC	Clemmons	NC	DP3 Architects, Ltd.	\$169,223	02/15/2012
Renewvia Energy, NJ	Elizabeth	NJ	Whitman MEP	\$2,416,880	06/22/2011
Retail Bldg@136th, Thornton CO	Thornton	CO	Michael J. Wilkus, A.I.A.	\$815,636	10/31/2007
Retail Bldg-104th, Thornton CO	Thornton	CO	Michael J. Wilkus, A.I.A.	\$776,867	10/31/2007

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Project	City	State	Architect	Value	Completion Date
Reunion Square Commerce Cty CO	Commerce City	CO		\$1,526,945	01/09/2009
River Valley Crssng Windsor,CO	Windsor	CO	Wohn-Rade Civil Engineers, Inc.	\$377,110	08/08/2008
Rock Outcrops, Worland WY				\$843,056	12/02/2010
Rock Wood Fired Pizza and Spirits, Lakewood, CO	Lakewood	CO		\$835,198	10/31/2011
Rockwell Collins, Duluth, GA	Duluth	GA		\$112,504	03/18/2011
Rockwell Collins, Duluth, GA	Duluth	GA	Herring Troy Associates PC	\$1,315,676	10/15/2009
Rocky Mtn Arsenal, Denver CO	ational Wildlife Refug	CO		\$3,624,991	04/21/2011
Rooftop Tavern, Denver, CO	Denver	CO	Semple Brown Design	\$2,436,963	04/09/2010
Saddlerock East TI, Aurora CO	Aurora	CO	The Mulhern Group	\$184,546	08/01/2005
Sam's # 6325, Greenwood, IN	Greenwood	IN	L Brown Pendleton	\$2,334,265	08/31/2007
Sam's # 6385, Grand Forks, ND	Grand Forks	ND	Raymond Harris & Assoc Architects	\$117,360	04/20/2007
Sam's #4722, Williamstown NJ	Williamstown	NJ	Larry D Craighead	\$150,923	08/12/2005
Sam's #4745, Thornton CO	Thornton	CO	Benjamin T Bell	\$170,173	09/30/2005
Sam's #4787, Minneapolis MN	Minneapolis	MN	Raymond Harris & Assoc Architects	\$165,208	08/26/2005
Sam's #4830, Avondale AZ	Avondale	AZ	Raymond Harris & Assoc Architects	\$102,500	09/30/2005
Sam's #6213, Chandler AZ	Chandler	AZ	Cytergy Architecture	\$2,605,454	08/19/2005
Sam's #6219, Colorado Sprgs CO	Colorado Springs	CO	Raymond Harris & Assoc Architects	\$123,179	04/07/2007
Sam's #6229, Louisville CO	Louisville	CO	Benjamin T Bell	\$240,568	11/04/2005
Sam's #6257, Las Vegas NV	Las Vegas	NV			10/28/2005
Sam's #6261, Las Vegas NV	Las Vegas	NV	Benjamin T Bell	\$1,689,554	07/03/2006
Sam's #6302					09/09/2005
Sam's #6320, Hermantown MN	Hermantown	MN	BRR Arthur W Boice, Jr	\$94,220	05/20/2005

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Project	City	State	Architect	Value	Completion Date
Sam's #6332, Philadelphia PA	Philadelphia	PA		\$146,500	09/30/2005
Sam's #6336, Temple TX	Temple	TX	Harrison French Architecture	\$318,072	08/26/2005
Sam's #6341, Sunrise FL	Sunrise	FL	Chris M Rhea		07/14/2006
Sam's #6358, Northlake IL	Northlake	IL	Chris M Rhea	\$1,917,066	07/22/2005
Sam's #6377, Jonesboro AR	Jonesboro	AR	PB2 Architecture & Engineering	\$129,230	07/29/2005
Sam's #6387, Pinellas Park FL	Pinellas Park	FL	Harrison French Architecture	\$444,975	06/17/2005
Sam's #6406, Niagara Falls, NY	Niagara Falls	NY	Cynergy Architecture	\$4,737,147	09/30/2007
Sam's #6413, Lincoln, NE	Lincoln	NE	Raymond Harris & Assoc Architects	\$118,627	05/11/2007
Sam's #6414, Gastonia NC	Gastonia	NC	Ronald D Rees, Architect	\$91,500	02/17/2006
Sam's #6425, Casper WY	Casper	WY	Ronald D Rees, Architect	\$173,265	10/21/2005
Sam's #6439, Odessa TX	Odessa	TX	Ronald D Rees, Architect	\$416,433	09/16/2005
Sam's #6503, Hattiesburg MS	Hattiesburg	MS	BRR Arthur W Boice, Jr		09/23/2005
Sam's #6581, Scranton PA	Scranton	PA		\$19,550	10/13/2005
Sam's #6603, Fairbanks, AK	Fairbanks	AK	Raymond Harris & Assoc Architects	\$10,214,230	11/30/2007
Sam's #6604, Flagstaff AZ	Flagstaff	AZ		\$45,000	07/15/2005
Sam's #6607, Phoenix AZ	Phoenix	AZ	Harrison French Architecture	\$134,500	04/29/2005
Sam's #6618, Irvine CA	Irvine	CA	Boice-Raidl-Rhea Architects	\$331,782	02/22/2005
Sam's #6628, Torrance CA	Torrance	CA	Harrison French Architecture	\$1,528,833	06/10/2005
Sam's #6628, Torrance CA	Torrance	CA		\$383,500	12/31/2005
Sam's #6630, Arvada CO	Arvada	CO	Benjamin T Bell	\$169,000	05/13/2005
Sam's #6631, Aurora CO	Aurora	CO	Benjamin T Bell	\$129,298	09/30/2005

Works in Progress/Completed Projects List

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Project	City	State	Architect	Value	Completion Date
Sam's #6634, Lone Tree CO	Lone Tree	CO	Benjamin T Bell	\$2,648,175	08/19/2005
Sam's #6635, Littleton, CO	Littleton	CO	Raymond Harris & Assoc Architects	\$138,814	04/20/2007
Sam's #6637, Coral Springs FL	Coral Springs	FL		\$79,300	01/31/2005
Sam's #6669, Manchester, NH	Manchester	NH		\$266,116	09/16/2005
Sam's #6679, West Mifflin PA	West Mifflin	PA	Raymond Harris & Assoc Architects	\$130,000	09/30/2005
Sam's #6692, Tucson AZ	Tucson	AZ	Harrison French Architecture	\$148,000	09/16/2005
Sam's #6693, Langhorne PA	Langhorne	PA	Harold J Havens	\$123,435	08/12/2005
Sam's #8116, Jacksonville FL	Jacksonville	FL	PB2 Architecture & Engineering	\$3,156,553	06/09/2006
Sam's #8144 Pleasantville, NJ	Pleasantville	NJ	PB2 Architecture & Engineering	\$632,122	10/31/2006
Sam's #8147, Loveland CO	Loveland	CO	Benjamin T Bell	\$104,860	08/05/2005
Sam's #8241, Midwest City OK	Midwest City	OK		\$116,566	07/29/2005
Sam's #8272, Colo Springs CO	Colorado Springs	CO	Benjamin T Bell	\$50,259	08/19/2005
Sams Club # 4745, Thornton, CO	Thornton	CO	Benjamin T Bell	\$203,298	10/31/2006
Sams Club # 6260, Bartlett TN	Bartlett	TN	Raymond Harris & Assoc Architects	\$246,756	10/31/2006
Sam's Club # 6329 Tupelo, MS	Tupelo	MS	John R Roberts	\$232,630	10/31/2006
Sam's Club # 6601 Anchorage AK	Anchorage	AK	Koonce Pfeffer Bettis, Inc	\$4,283,736	10/31/2006
Sam's Club # 6627 Stanton, CA	Stanton	CA	Henderson Engineers, inc.	\$802,335	04/30/2007
Sam's Club # 6649 Worcester MA	Worcester	MA	Benjamin T Bell	\$432,262	05/26/2006
Sam's Club # 8258 Memphis, TN	Memphis	TN	Boice-Raidl-Rhea Architects	\$274,000	06/30/2006
am's Club # 8258, Memphis TN	Memphis	TN	Raymond Harris & Assoc Architects	\$329,000	09/01/2006
Sam's Club #4709 Corona, CA	Corona	CA	Raymond Harris & Assoc Architects	\$251,000	10/15/2006

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Project	City	State	Architect	Value	Completion Date
Sam's Club #4772 Sarasota FL	Sarasota	FL	Raymond Harris & Assoc Architects	\$321,022	08/31/2006
Sam's Club #6219, Colo Spgs CO	Colorado Springs	CO	Boice-Raidl-Rhea Architects	\$137,500	04/22/2005
Sam's Club #6229-Louisville CO	Louisville	CO	Benjamin T Bell	\$47,000	06/30/2006
Sam's Club #6249- Franklin, TN	Franklin	TN	John R Roberts	\$3,127,241	09/30/2006
Sam's Club #6382, Las Vegas NV	Las Vegas	NV	Shade Lawrence O'Quinn Architect	\$4,454,079	09/30/2008
Sam's Club #6401, Tampa FL	Tampa	FL	Boice-Raidl-Rhea Architects	\$3,301,849	05/27/2005
Sam's Club #6441, Lakeland FL	Lakeland	FL	Boice-Raidl-Rhea Architects	\$2,222,020	08/22/2005
Sam's Club #6628, Torrance, CA	Torrance	CA	Harrison French Architecture	\$189,772	11/03/2006
Sam's Club #6630, Arvada, CO	Arvada	CO	Benjamin T Bell	\$161,554	10/31/2006
Sam's Club #6631 Aurora, CO	Aurora	CO	Benjamin T Bell	\$192,710	08/04/2006
Sam's Club #8236, Gulfport, MS	Gulfport	MS	Raymond Harris & Assoc Architects	\$86,980	07/06/2006
Sam's Club #8272-Colo Spgs, CO	Colorado Springs	CO	Benjamin T Bell	\$142,000	06/30/2006
Sam's Club #8272-Colo Spgs, CO	Colorado Springs	CO	Benjamin T Bell	\$375,856	10/31/2006
Sam's Club #8281, Houston TX	Houston	TX	Raymond Harris & Assoc Architects	\$5,506,278	11/07/2008
Sam's Club #8290 Orlando FL	Orlando	FL	Boice-Raidl-Rhea Architects	\$4,944,544	05/20/2005
Sam's Club #8292, Memphis TN	Memphis	TN	BRR Arthur W Boice, Jr	\$392,624	10/31/2006
Sanostee Day School, NM	Sanostee	NM		\$12,959,746	07/06/2011
Saturn Union - Marietta	Marietta and Union Cit	GA	Zenner Group	\$151,320	05/31/2006
Sharp Shooters USA - Roswell	Roswell	GA	EGAD Design Group	\$1,692,469	11/30/2010
Sherwood LOPE, ND	Sherwood	ND		\$7,400,899	07/31/2010
Shops @ Suwanee Promenade	Suwanee	GA	The Preston Partnership, LLC	\$1,755,255	01/31/2007

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Project	City	State	Architect	Value	Completion Date
Shops @ Tara Blvd Jonesboro GA	Jonesboro	GA	Phillips Partnership, PC	\$2,314,552	04/30/2007
Shops at Burns Cmrs Tucker GA	Tucker	GA	Hiscutt & Associates, Inc	\$3,006,645	10/31/2007
SoLa Phase 1 Lafayette, CO	Lafayette	CO	Hurst & Associates, Inc.	\$3,699,794	04/10/2009
SoLa Viridian, Lafayette, CO				\$137,160	11/30/2009
SoLa, Lafayette, CO	Lafayette	CO	Hurst & Associates, Inc.	\$1,459,010	12/31/2008
Solera Salon - Alpharetta GA	Alpharetta	GA	Mark Hoskin Architects	\$2,118,570	05/15/2011
Southglenn Screens, CO	Centennial	CO		\$185,915	08/21/2009
Southglenn White Boxes #4, CO	Centennial	CO	Modus Architecture	\$709,758	06/15/2009
Southglenn White Boxes 2, CO	Centennial	CO	Modus Architecture	\$934,412	06/01/2009
Southglenn White Boxes V, CO	Centennial	CO	Modus Architecture	\$1,528,435	07/31/2009
Southglenn White Boxes, CO	Centennial	CO	DCC Architects, LLC	\$415,312	04/16/2009
Southwest Generation Denver CO	Denver	CO		\$16,549	04/22/2011
Span Contr. Pkg, Greenville SC	Greenville	SC			07/31/2005
Sprayberry Square Retail	Marietta	GA	Randall Paulson Architects	\$343,383	09/01/2008
Sprint Mobile, Littleton, CO	Littleton	CO		\$79,488	05/31/2010
St Anthony Health Ctr, Evg, CO	Evergreen	CO	River Studio Architects	\$540,797	02/28/2010
Steese Hwy Comfort Stations AK				\$519,654	11/30/2010
Sterling Autobody Center #94	Lawrenceville	GA	Gerdes, Henrichson & Associates	\$757,061	12/31/2010
Stiefel - ERP Addition	Duluth	GA	Herring Troy Associates PC	\$524,229	02/28/2007
Stiefel @ Northmont, Duluth GA	Duluth	GA	Herring Troy Associates PC	\$3,211,910	08/31/2006
Stix Restr., Collierville TN	Collierville	TN	Johnson Architecture	\$694,493	11/15/2005
Stonewood Village @ Alpharetta	Alpharetta	GA	Wakefield Beasley & Associates	\$1,143,035	09/05/2010
Streets @ SouthGlenn Centl CO	Centennial	CO	CLC Associates	\$680,685	04/15/2009

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Project	City	State	Architect	Value	Completion Date
Summit Shops 100 & 300	Woodstock	GA	Place Maker Design	\$1,529,794	02/28/2009
Suncor Energy Commerce City CO	Commerce City	CO	A New Design Group Company	\$680,990	12/31/2004
Sunny Wholesale Forest Park GA	Forest Park	GA	Sanford Epstein & Associates, PC	\$3,100,587	11/30/2007
Sustainable Fellwood III	Savannah	GA	Pimsler Hoss Architects, Inc.	\$7,921,062	11/15/2011
Sustainable Fellwood Phase I	Savannah	GA	Lott & Barber Architects	\$10,636,885	09/14/2009
Sustainable Fellwood-Phase II	Savannah	GA	Lott & Barber Architects	\$10,152,381	09/15/2011
Suwanee Prom Indust-Suwanee GA	Suwanee	GA	Ponder & Ponder Architects	\$1,141,332	01/31/2007
Suwanee Promenade Warehouse TI	Duluth	GA	Ponder & Ponder Architects		10/05/2007
SweetWater Brewery	Atlanta	GA	Macgregor Associates Architects	\$3,145,543	11/15/2011
Taco Mac - 49'er, Charlotte NC	Charlotte	NC	DP3 Architects, Ltd.	\$1,382,044	04/01/2011
Taco Mac - Brookwood Patio	John's Creek	GA	Evolution, Inc	\$65,350	06/07/2011
Taco Mac - Canton Marketplace	Canton	GA	Evolution, Inc	\$864,081	02/06/2009
Taco Mac - Charlotte	Charlotte	NC	TaC Studios, Inc.	\$2,171,080	08/13/2010
Taco Mac - Cumming	Cumming	GA	Evolution, Inc	\$831,325	02/11/2008
Taco Mac - East Village Interior	Alpharetta	GA	Charles J. O'Brien	\$1,133,448	10/15/2011
Taco Mac - Huntersville NC	Huntersville	NC	DP3 Architects, Ltd.	\$1,902,691	10/03/2011
Taco Mac - Lindberg Renovation, GA				\$87,029	09/30/2011
Taco Mac - Metropolis	Atlanta	GA	Evolution, Inc	\$1,065,042	03/25/2008
Taco Mac - Perimeter Patio	Atlanta	GA	Evolution, Inc	\$79,082	06/07/2011
Taco Mac - Prado	Sandy Springs	GA	TaC Studios, Inc.	\$2,554,827	11/03/2009
Taco Mac Brookwood, Suwanee GA	Suwanee	GA	Lyman Davidson Dooley - Atlanta	\$1,402,518	07/01/2006
Taco Mac Crabapple, Roswell, GA				\$89,183	12/31/2011

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Project	City	State	Architect	Value	Completion Date
Taco Mac Philips	Atlanta	GA	Pieper O'Brien Herr Architects	\$2,864,888	12/24/2007
Taco Mac Prado - HVAC, GA			Paulson Cheek Mechanical		10/31/2010
Taco Mac, Atlanta GA	Atlanta	GA	Evolution, Inc	\$1,263,671	03/31/2006
Taco Mac, Kennesaw, GA	Kennesaw	GA	Evolution, Inc	\$826,509	11/02/2007
Taco Mac, Suwanee GA	Suwanee	GA	Lyman Davidson Dooley - Atlanta	\$1,362,487	10/08/2005
Tappan St Office Renovation GA	Alpharetta	GA	Evolution, Inc	\$96,540	12/11/2009
Tappan Street - Alpharetta, GA	Alpharetta	GA	Evolution, Inc	\$418,645	09/15/2006
Tavern Littleton Trash Enc, CO				\$31,445	05/31/2011
Tavern Rest./Bar, Littleton CO	Littleton	CO		\$2,006,373	04/08/2011
Tavern Wash Park, Denver CO	Denver	CO	Desing Edge, P.C.	\$643,506	08/31/2008
Taylor Square, Taylors, SC	Taylors	SC		\$97,721	12/31/2010
TD Ameritrade - Bellevue, WA	Bellevue	WA		\$722,160	01/31/2012
TD Ameritrade - Overland Park, KS	Overland Park	KS		\$607,079	10/07/2011
TD Ameritrade, Scottsdale, AZ	Scottsdale	AZ	Streetsense	\$516,343	02/11/2011
Team Chevrolet, Alpharetta GA	Alpharetta	GA	ESE Engineering, Inc	\$427,346	12/31/2005
Team Chevrolet, Alpharetta, GA	Alpharetta	GA	Saffran - Kilpatrick Architects, PC	\$935,103	10/31/2006
Terrell Mill Facade	Marietta	GA	Schroeder Slater	\$478,719	10/31/2011
Terrell Mill Village - Sitework	Marietta	GA		\$1,023,458	08/31/2011
The Carlyle at Augusta, GA				\$5,600,000	12/31/2010
The Commons, Sitework, Ft. Collins, CO				\$2,679,573	12/31/2011
The Forum - Traffic 4 Phases	Ft. Myers	FL	Johnson Engineering	\$6,474,595	10/20/2007
The Forum, Eastern Spine Road	Ft. Myers	FL	Johnson Engineering	\$2,216,001	04/15/2007
The Ice	Cumming	GA	Schroeder Slater	\$3,224,181	05/01/2010

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Project	City	State	Architect	Value	Completion Date
The Rock Wood Fired Pizza and Spirits, Highlands Ranch, CO	Highlands Ranch	CO		\$1,280,889	12/31/2011
The Rock Wood Fired Pizza and Spirits, Seattle, WA	Seattle	WA		\$974,408	12/31/2011
The Tavern Tech Ctr, GreenV CO	Greenwood Village	CO	Semple Brown Design	\$4,300,000	12/31/2007
Timberline Energy Wstminstr CO	Westminster	CO	Tenant Planning Services	\$189,293	04/30/2008
TNT Logistics, Davenport FL	Davenport	FL	Pieper O'Brien Herr Architects	\$529,576	06/30/2006
Topock Marsh Inlet, Needles CA				\$3,831,454	05/04/2011
Total Protein, Denver CO	Denver	CO	David Lynn Wise AIA	\$1,683,928	08/03/2009
Tower Crossing Shops Aurora CO	Aurora	CO	MCG Architecture	\$1,312,117	08/19/2005
Town Place Condominiums HIn NC	Highlands	NC		\$2,262,685	07/28/2008
oy's "R" Us/Babies "R" Us - Gastonia	Gastonia	NC	PAEP Architecture Engineering	\$2,501,504	03/31/2012
Twisted Threads Consignment Shop, Milton GA				\$94,126	06/30/2011
Tybee Island Retrofits	Tybee Island	GA	Barnard Architects	\$199,475	11/15/2010
United BMW Lighting Roswell GA	Roswell	GA	Saffran - Kilpatrick Architects, PC	\$60,000	09/07/2007
United BMW Roswell Car Wash	Alpharetta	GA	Saffran - Kilpatrick Architects, PC	\$408,565	03/31/2007
United BMW, Gwinett GA	Duluth	GA	Pieper O'Brien Herr Architects	\$241,017	02/25/2010
Urban Active - Buckhead	Atlanta	GA	EOP Architects	\$4,126,821	06/10/2011
US Alliance Cr U, Firestone CO	Firestone	CO	Semple Brown Design	\$1,024,832	05/06/2005
US Aluminum Davenport FL	Davenport	FL	Pieper O'Brien Herr Architects	\$491,538	09/30/2006
Valdosta RDC Facility Trailer Expansion	Lake Park	GA	Paulson Mitchell, Inc	\$2,888,288	01/31/2012
Valdosta, Georgia RDC	Lake Park	GA	Macgregor Associates Architects	\$22,692,994	11/15/2008
Valle Vista, Westminster CO	Westminster	CO	MCG Architecture	\$4,170,656	08/31/2006

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Project	City	State	Architect	Value	Completion Date
Vectra Bank TI, HR, CO			Not Applicable	\$9,733	07/10/2009
Velocity Sport LawrencevilleGA	Lawrenceville	GA	Saffran - Kilpatrick Architects, PC	\$315,203	10/21/2005
Velocity Sports Perf Mt. PI SC	Mt. Pleasant	SC	Saffran - Kilpatrick Architects, PC	\$2,657,901	01/01/2007
Version One - Phase 1	Alpharetta	GA	Evolution, Inc	\$425,224	09/08/2008
Volvo North - Buford, GA	Buford	GA	Franceschi Architects, PLLC	\$4,971,433	06/30/2007
W Cobb Baptist, Powder Spgs GA	Powder Springs	GA	Chapman Griffin Lanier Sussenbach Architects, Inc	\$3,269,695	04/15/2006
W Hotel Buckhead	Atlanta	GA	Ai Group	\$5,954,633	03/31/2008
W Hotel Buckhead - Rest. TI	Atlanta	GA	Ai Group	\$900,000	09/30/2008
W Hotel Buckhead - Restaurant	Atlanta	GA	Ai Group	\$1,744,929	09/30/2008
W Hotel Buckhead - Rooftop Bar	Atlanta	GA	Ai Group	\$2,803,740	09/30/2008
W Hotel Buckhead - Rooftop TI	Atlanta	GA	Ai Group	\$1,264,527	09/30/2008
W. Point Center Office Condos	Huntsville	AL	Sanford Epstein & Associates, PC	\$1,237,822	02/28/2009
Wade Green Crossing	Kennesaw	GA	Phillips Partnership, PC	\$628,967	12/10/2007
Wagner Equip Grand Junction CO	Grand Junction	CO	Pieper O'Brien Herr Architects	\$4,041,284	04/01/2009
Walgreen #9706, Gainesville GA	Gainesville	GA	Architectural Services Group, Inc.	\$2,286,456	09/30/2005
Walgreens - Clarkston, GA	Clarkston	GA		\$90,001	07/31/2011
Walgreens # 10634 Macon GA	Macon	GA	Hiscutt & Associates, Inc	\$1,939,699	07/31/2007
Walgreens # 10902, Lilburn GA	Lilburn	GA	Hiscutt & Associates, Inc	\$2,159,378	08/31/2007
Walgreens # 4721, Pueblo CO	Pueblo	CO		\$46,941	04/30/2005
Walgreens # 7138, Parker CO	Parker	CO	Michael J. Wilkus, A.I.A.	\$3,523,494	03/21/2005
Walgreens # 7955, Thornton CO	Thornton	CO	Michael J. Wilkus, A.I.A.	\$3,131,267	08/31/2007

Works in Progress/Completed Projects List

Sorted Ascending by Project

Project	City	State	Architect	Value	Completion Date
Walgreens # 9199, Falcon CO	Falcon	CO	Phillips Partnership, PC	\$1,883,797	04/08/2005
Walgreen's # 9494 Buford, GA	Sugar Hill	GA	Hiscutt & Associates, Inc	\$1,959,718	11/30/2006
Walgreens # 9647, Dallas TX	Dallas	TX	O'Brien & Associates Architecture	\$1,679,409	07/15/2005
Walgreens #02454 - Newnan GA	Newnan	GA	Hiscutt & Associates, Inc	\$2,362,352	12/24/2008
Walgreens #09224, Ft Worth, TX	Fort Worth	TX	O'Brien & Associates Architecture	\$1,722,564	01/07/2009
Walgreens #09783 - Sterling CO	Sterling	CO	Reece Angell Rowe Architects, PLLC	\$2,275,470	12/31/2006
Walgreens #10118 Thornton, CO	Thornton	CO		\$1,977,824	07/31/2009
Walgreens #10247, Ringgold, GA	Ringgold	GA	Hiscutt & Associates, Inc	\$1,941,548	09/19/2007
Walgreens #10455 Centennial CO	Centennial	CO	Michael J. Wilkus, A.I.A.	\$2,086,503	01/03/2009
Walgreens #10457 (LaVista)	Tucker	GA	Hiscutt & Associates, Inc	\$2,099,973	12/31/2007
Walgreens #10479, Conyers GA	Conyers	GA	Hiscutt & Associates, Inc	\$2,289,177	06/30/2008
Walgreens #10634 Macon, GA	Macon	GA	Hiscutt & Associates, Inc	\$1,600,000	07/31/2007
Walgreens #10739	Aurora	CO	Callahan Gallup & Company	\$1,924,039	09/15/2008
Walgreens #10816 Carrollton TX	Carrollton	TX	O'Brien & Associates Architecture	\$2,046,276	07/31/2007
Walgreens #10935 Denver, CO	Denver	CO	Michael J. Wilkus, A.I.A.	\$1,961,018	11/30/2008
Walgreens #11106, Americus, GA	Americus	GA	Hiscutt & Associates, Inc	\$2,028,162	12/31/2007
Walgreens #11488 Metropolitan	Atlanta	GA	Hiscutt & Associates, Inc	\$3,487,973	04/14/2009
Walgreens #11490 Thomaston GA	Thomaston	GA	Hiscutt & Associates, Inc	\$2,261,994	03/31/2008
Walgreens #11708 - Swains BLDG	Swainsboro	GA	Hiscutt & Associates, Inc	\$1,465,943	02/15/2008

Works in Progress/Completed Projects List

Sorted Ascending by Project

Project	City	State	Architect	Value	Completion Date
Walgreens #11791 - Commerce	Commerce	GA	Hiscutt & Associates, Inc	\$2,155,552	11/18/2008
Walgreens #11940 - Gray	Gray	GA	Brewer Engineering	\$2,207,291	12/07/2007
Walgreens #12106 - Douglasville	Douglasville	GA	Hiscutt & Associates, Inc	\$2,470,667	09/30/2008
Walgreens #12107 - Waynesboro	Waynesboro	GA	Ware & Associates	\$2,166,396	07/31/2008
Walgreens #12464 - Clayton GA	Clayton	GA	Hiscutt & Associates, Inc	\$1,847,015	03/13/2009
Walgreens #12554 - P'Tree City	Peachtree City	GA	Ware & Associates	\$3,131,268	09/30/2011
Walgreens #12621- Covington GA	Covington	GA	Ware & Associates	\$2,802,048	02/09/2009
Walgreens #12726 - Winder GA	Winder	GA	Hiscutt & Associates, Inc	\$2,450,447	04/13/2009
Walgreens #12726, Winder GA				\$2,169,498	04/13/2009
Walgreens #15036 - El Paso	El Paso	TX	Levinson Alcoser Associates, LP	\$1,744,211	09/15/2011
Walgreen's #1646, Marietta GA	Marietta	GA	Hill, Foley, Rossi, & Associates, LLC	\$1,920,889	05/30/2005
Walgreen's #2341, Franklin TN	Franklin	TN		\$1,291,032	09/30/2005
Walgreen's #3299, Denver CO	Denver	CO		\$56,756	07/01/2006
Walgreen's #6697, Phoenix AZ	Phoenix	AZ	Robert Kubicek Architects	\$1,974,580	11/05/2005
Walgreen's #7134, Athens GA	Athens	GA	Hiscutt & Associates, Inc	\$1,610,937	08/31/2004
Walgreens #7253, Denver CO	Denver	CO	Michael J. Wilkus, A.I.A.	\$1,545,520	12/01/2005
Walgreen's #7741, Atlanta GA	Atlanta	GA		\$1,418,996	04/30/2006
Walgreen's #7741, Atlanta GA	Atlanta	GA	Nudell Architects	\$2,813,752	06/07/2007
Walgreens #7777 Colo Spgs, CO	Colorado Springs	CO	Gary E Demele AIA Architect	\$2,308,414	09/01/2006
Walgreens #7944, Seminole FL	Seminole County	FL		\$1,143,909	10/10/2004
Walgreen's #7959 Snellville GA	Snellville	GA	Hill, Foley, Rossi, & Associates, LLC	\$1,287,524	03/31/2005

Works in Progress/Completed Projects List

Sorted Ascending by Project

Project	City	State	Architect	Value	Completion Date
Walgreen's #9257 Statesboro GA	Statesboro	GA	Nudell Architects	\$1,760,609	05/31/2006
Walgreen's #9277, Waycross GA	Waycross	GA	Cunningham and Associates	\$2,278,134	10/31/2005
Walgreen's #9397, Auburn AL	Auburn	AL	Hiscutt & Associates, Inc	\$1,581,262	02/28/2005
Walgreen's #9566, Lakewood CO	Lakewood	CO	Intergroup, Inc.	\$2,128,586	05/31/2006
Walgreen's #9620, Atlanta GA	Atlanta	GA	Hill, Foley, Rossi, & Associates, LLC	\$1,614,592	10/04/2006
Walgreen's #9629 Loganville GA	Loganville	GA	Hiscutt & Associates, Inc	\$2,228,812	06/14/2006
Walgreen's #9630 Union City GA	Union City	GA	Hill, Foley, Rossi, & Associates, LLC	\$1,696,769	06/10/2005
Walgreens #9657	Denver	CO	Reece Angell Rowe Architects, PLLC	\$2,392,118	09/08/2006
Walgreen's #9849, Cordele GA	Cordele	GA	Hiscutt & Associates, Inc	\$1,790,960	02/06/2006
Walgreens 10704, Centennial CO	Centennial	CO	MCG Architecture	\$1,133,835	10/31/2006
Walgreens 7837 Castle Pines CO	Castle Pines	CO	Michael J. Wilkus, A.I.A.	\$1,617,941	10/01/2008
Walgreens 7837 Cstl Pines, CO	Castle Pines	CO	Michael J. Wilkus, A.I.A.	\$1,561,749	05/31/2008
Walgreen's at Durham NC	Durham	NC	Ozell Stankus Associates Architects	\$3,600,000	09/30/2004
Walgreens Clinic #12604, GA	Atlanta	GA	Hiscutt & Associates, Inc	\$95,997	11/15/2008
Walgreens Clinic, Atlanta, GA	Atlanta	GA	Hill, Foley, Rossi, & Associates, LLC	\$360,839	11/30/2006
Walgreens Lilburn Stormline	Lilburn	GA		\$322,124	11/05/2009
Walgreens Site - Swainboro GA	Swainsboro	GA	Hiscutt & Associates, Inc	\$1,405,168	11/08/2007
Walgreens site @ Forest Lak GA	Seminole County	FL	HAI Architects	\$890,195	04/30/2004
Walgreen's, Cumming GA	Cumming	GA	Hiscutt & Associates, Inc	\$1,265,277	01/12/2005
Walgreens, Thornton, CO	Thornton	CO	Michael J. Wilkus, A.I.A.	\$4,291,208	01/31/2007

Works in Progress/Completed Projects List

Sorted Ascending by Project

Project	City	State	Architect	Value	Completion Date
Walgreens-Madison PT Woodstock GA	Woodstock	GA	Ozell Stankus Associates Architects	\$1,842,641	12/31/2006
Wal-Mart # 1584 Las Vegas NV	Las Vegas	NV	PB2 Architecture & Engineering	\$26,455	12/21/2007
Wal-Mart # 2592 N Las Vegas NV	N. Las Vegas	NV	PB2 Architecture & Engineering	\$25,345	12/21/2007
Wal-Mart # 2593 S Las Vegas NV	S. Las Vegas	NV	PB2 Architecture & Engineering	\$19,575	12/21/2007
Wal-Mart #0953, Loveland, CO	Loveland	CO	BRR Arthur W Boice, Jr	\$53,898	03/31/2007
Wal-Mart #1095 Glenwood Spg CO	Glenwood Springs	CO	BRR Arthur W Boice, Jr	\$54,000	03/09/2007
Wal-Mart #1095 Glenwood Spg CO	Glenwood Springs	CO	Ronald D Rees, Architect	\$205,792	05/25/2007
WalMart #1369, Payson AZ	Payson	AZ	Raymond Harris & Assoc Architects	\$634,351	03/18/2005
WalMart #1751, Raleigh NC	Raleigh	NC	Chris M Rhea	\$226,836	09/02/2005
Wal-Mart #1771, Sturgis MI	Sturgis	MI	Chris M Rhea	\$2,462	03/31/2007
Walmart #1808 Steamboat Sprgs CO	Steamboat Springs	CO	Charles L Raidl	\$92,000	05/06/2006
WalMart #2092, Ogdensburg NY	Ogdensburg	NY	Barry L McNeill, Architect	\$48,350	01/28/2005
Wal-Mart #2189, Reno, NV	Reno	NV	Chris M Rhea	\$58,257	03/31/2007
Wal-Mart #2281-West Mifflin PA	West Mifflin	PA	Boice-Raidl-Rhea Architects	\$1,828,440	11/19/2004
WalMart #2538, Eugene OR	Eugene	OR	Harrison French Architecture	\$627,434	05/13/2005
Wal-Mart #2710 Ketchikan, AK	Ketchikan	AK	Koonce Pfeffer Bettis, Inc	\$275,000	08/24/2007
Wal-Mart #2838 Henderson NV	HENDERSON	NV	PB2 Architecture & Engineering	\$19,978	11/09/2007
Wal-Mart #2884 Las Vegas, NV	LAS VEGAS	NV	PB2 Architecture & Engineering	\$19,976	11/09/2007
Wal-Mart #3351 N Las Vegas NV	North Las Vegas	NV	PB2 Architecture & Engineering	\$27,859	11/09/2007

Works in Progress/Completed Projects List

Sorted Ascending by Project

Project	City	State	Architect	Value	Completion Date
Wal-Mart #3847 Mesquite, NV	MESQUITE	NV	PB2 Architecture & Engineering	\$38,125	11/09/2007
Wal-Mart #5049, Littleton, CO	Littleton	CO	Harrison French Architecture	\$170,465	04/30/2007
Wal-Mart #5051, Greeley, CO	Greeley	CO	Ronald D Rees, Architect	\$257,512	05/25/2007
Wal-Mart #5070 N Las Vegas NV	North Las Vegas	NV	PB2 Architecture & Engineering	\$19,910	11/09/2007
Wal-Mart #5159, West Branch MI	Bentonville	AR	BRR Arthur W Boice, Jr	\$202,260	04/30/2007
Wal-Mart #5341, Broomfield, CO	Broomfield	CO	Harrison French Architecture	\$175,900	06/01/2007
Wal-Mart #XXXX, New York, NY	New York	NY	Not Applicable	\$250,000	09/30/2006
Wal-Mart Buyers Office, NY, NY	New York	NY	JPL Design Group, LLC	\$216,383	09/30/2007
Washington Estates Tennile GA	Tennille	GA	Morton M Gruber, AIA Architect	\$7,268,787	02/04/2010
Webb Gin Crossing (Essex)	Snellville	GA	Pieper O'Brien Herr Architects	\$220,400	04/11/2009
Westhope LOPE, ND	Westhope	ND		\$7,595,892	07/31/2010
Wheatridge Town Center Apts, Wheat Ridge, CO				\$7,893,638	10/20/2012
Wheatridge Town Center Apts,*****CLOSED*****				\$8,000,000	09/01/2012
Whitetail LPOE, MT				\$8,551,719	07/31/2010
Windward Commons Lot, GA	Alpharetta	GA		\$40,617	12/01/2010
Word of Faith - The Bluffs	Austell	GA	Pieper O'Brien Herr Architects	\$3,098,633	03/08/2010
Worland Security Fence, WY				\$283,555	08/06/2010
Wulf Rec Ctr Evergreen, CO			Acquilano Leslie, Inc.	\$190,461	10/31/2009
Xcel Lyden - Arvada, CO				\$40,906	08/15/2010
Yancey Bros. McDonough GA	McDonough	GA	Pieper O'Brien Herr Architects	\$6,727,899	09/05/2006
Yancey Brothers, Austell GA	Austell	GA		\$170,196	10/20/2004

Works in Progress/Completed Projects List

Sorted Ascending by Project

Project	City	State	Architect	Value	Completion Date
Zapata Falls, Alamosa, CO				\$476,816	09/30/2010
Zion Baptist, Braselton GA	Braselton	GA	Foreman Seeley Fountain Architects	\$1,684,453	09/30/2005

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Catamount Constructors, Inc.
1250 Bergen Pkwy., Suite B-200
Evergreen, CO 80439

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
1001 4th Ave., Ste 1700
Seattle, WA 98154

OWNER:

(Name, legal status and address)

Cherokee County Sheriff's Office

BOND AMOUNT: \$ Five Percent of Bid Amount----(5%)

PROJECT:

(Name, location or address, and Project number, if any)

Cherokee County Sheriff's Office Training Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

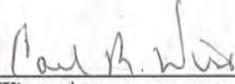
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 8th day of May, 2012

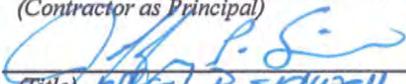


(Witness)



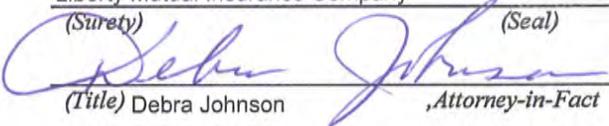
(Witness)

Catamount Constructors, Inc.
(Contractor as Principal) (Seal)



(Title) Jeffrey P. Schwelb, VP

Liberty Mutual Insurance Company
(Surety) (Seal)



(Title) Debra Johnson, Attorney-in-Fact

Int.
/

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5168698

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **DOUGLAS L. RIEDER, BRIAN PERRY, DEBRA JOHNSON, CARL R. WISE, JOHN W. MILLER, II, PAUL R. BAKER**

all of the city of MARIETTA, state of GEORGIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 13th day of February, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary or other officer of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8 day of May, 2012.



By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate or interest rate or equal value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION 00310
BID PROPOSAL FORM
EXPANDED VERSION

DATE: 5/10/12

BIDDER'S NAME AND ADDRESS

Catamount Constructors, Inc.
10 Mansell Court East - Suite 150
Roswell, GA 30076

1. BASE BID:

Pursuant to and in compliance with the Advertisement for Bids and the proposed Contract Documents relating to the construction of:

CHEROKEE COUNTY SHERIFF'S TRAINING FACILITY - EXPANDED

including Addenda listed below, the undersigned, having become thoroughly familiar with terms and conditions of the proposed Contract Documents and with local conditions affecting the performance, progress and cost of the work that is to be completed and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in accordance with the Contract Documents including furnishing any and all services, labor, materials, and equipment and to do all the work required to construct and complete said work in accordance with the Contract Documents for the following sum:

ONE MILLION FOUR HUNDRED SIXTY SEVENTHOUSAND Dollars
1,467,000 which Sum is hereinafter called the "Base Bid."

ADDENDA INCLUDED (Write In Additional Addenda, If Not Listed)

Addenda # 1	, dated 04/24/12	Addenda #	, dated
Addenda # 2	, dated 05/07/12	Addenda #	, dated
Addenda # 3	, dated 05/07/12	Addenda #	, dated

2. ALTERNATES:

Alternates Outlined Below are being accepted or considered at this time.

NOTE: Alternate #1 Through Alternate #5 are within the Training Classroom Building, and will be Included, or not, by choice of the Owner, at the Base Contract Award.

NOTE: All Other Alternates offered herein may be taken as part of the Base Contract, or Added later, Up to within 60 Days of Base Contract Completion, Any Alternates Accepted after 120 Days from Bid Opening will be adjusted for reasonable inflation.

ALTERNATE 1: Upgrade Defensive Tactics FlooringADD \$ \$ 1,000

- a. Substitute Johnsonite Roundel - Vibrance 1/8" (3.2mm) Rubber Flooring instead of the Base Bid, Luxury Vinyl.

ALTERNATE 2: Provide & Pull CAT-6 Cable & TVADD \$ \$ 12,172

- a. In the Base Bid the Owner is Providing and Pulling All CAT-6 and T.V. Cable from the Data Boxes back to the Phone board and from the T.V. Outlets back to splitters located in the ELECT/MECH Room, after the Ceiling Grid is installed but before Ceiling Panels. The Contractor is to include in Base Bid a junction box and conduit to the ceiling at all device locations.
- b. In this Alternate #2 the Contractor shall not only provide the box and conduit to ceiling, but shall also provide the Cabling, and Labor to Pull CAT-6 Cable and TV Cable. After Cable is Pulled, Neatly Bundle and Label surplus at both ends and leave for the Owner's Provider to make all connections.

ALTERNATE 3: Provide Supplemental Solar Heat Collector for W.H.ADD \$ NOT USED**ALTERNATE 4: Provide Motion Detector Water Values**ADD \$ \$ 4,901

- a. Contractor to provide power and plumbing to accommodate the Alternate System specified in the Electrical and Plumbing Drawings, to activate the Public Toilet Room Sinks and Flush Valves.

ALTERNATE 5: Provide Motion Sensor Light SwitchesADD \$ \$ 10,474

- a. The Motion Sensor Light Switches called out as Alternate #5 in the Electrical Drawings and Specifications, would be included in all Classrooms, Offices, Hallways and spaces Not Considered to be Storerooms, Hallway, or Closets. The Electrical Drawings provide a Square Footage Limit, after which a space is large enough to require automatic switches, if this Alternate is taken.

**ALTERNATE 6: Provide Site Prep and Foundation Installation
PART ONE for Shoot House**ADD \$ \$ 24,846

- a. As a Clarification, the Contractor is to include in this Alternate #6, Part One, the Shoot House Site Prep & Foundation Installation for all work from top of slab downward, called out in the Contract Documents, including one electrical outlet and spare electrical conduits, sand bed infill and 2x6 liner at sand beds, as shown on Drawing.
- b. This work is to be priced separately from Alternate #6, Part Two, but if Alternate #6, Part One is taken, then Alternate #6, Part Two will be taken as well, and vice versa.

**ALTERNATE 6: Per ALLOW # 6, Provide Shoot House Labor above Slab.
PART TWO**ADD \$ \$ 34,729

- a. The Contractor is to include in this Alternate #6, Part Two, a number for the work described in Allowance #6, and as described further on the Drawings. This item is to be calculated by using the Allowance parameters stated, and the resulting value is to be entered here, to be chosen or not by the Owner.
- b. This work is to be priced separately from alternate #6, Part One, but if Part Two is taken, then Part one will be taken now as well, and visa versa.

ALTERNATE 7: Provide Shoot House Cover BuildingADD \$ \$ 199,643

- a. The Shoot House Slab and Shoot House Live-Fire Training Building in Alternate #6 may be constructed without a Cover Building added by Alternate #7.
- b. The Slab for the Shoot House, and the slab for the Shoot House Cover, are to be built independently with expansion material between, even if both Alternate #6 and Alternate #7 are taken at once, with the Base Bid in this contract. Note that slab thicknesses are different depths as well as being independent
- c. All the work related to the Cover Building, including its own in-ground box for hose bibb, electrical panel, power supply, wiring, lights, outlets, fans, heaters, doors and everything related to the Cover Building work, not already noted as part of the Base Bid, and/or Alternate #6, is to be included in Alternate #7.

ALTERNATE 8: Provide All Work on Sheet A1.1, East of Base Bid AreaADD \$ \$ 714,341

- a. The Heavy Dashed Line Shown and Noted on Sheet A1.1 encloses the disturbed area, site work, and all grading to be done in the Base Bid. The Base Bid also includes the Classroom Training Building and All its services, which is also located within the Base Bid Limit of Work Line. Alternate #1 thru #7, and Alternates #11 thru #14 are all to be performed within this area, if they are taken. Base Bid Grading will make for Pad-Ready sites for all out buildings within this limit, whether those out buildings are chosen with their respective Alternates or not.
- b. All work shown east of the Base Bid Limit on Sheet A1.1, unless specifically noted as Alternate #9 or Alternate #10, is to be part of Alternate #8.
- c. Power and Water for the work of this Alternate #8 are to be continued from Base Bid Ground Boxes where these Utilities are stubbed. See Electrical and Plumbing Site Drawings.

ALTERNATE 9: Provide Concrete Walls between Pistol RangesADD \$ \$ 19,157

- a. The Concrete Dividing Wall between Pistol Ranges 1 & 2, and the Concrete Dividing Wall between Pistol Ranges 2 & 3, are each noted on Sheet A1.2 to be separate from, and in addition to, the surrounding work of Alternate #8.
- b. Alternate #9 does not pertain to any other retaining walls, site work, or the construction of the Pistol Ranges.

ALTERNATE 10: Provide Services to Paper TargetsADD \$ \$ 3,308

- a. The work of the Reactive Pistol Range is included in Alternate #8, except for the work of this Alternate, related to the optional Close Range Paper Targets. See Sheet A1.3.
- b. Provide one extra trench, 2 feet from the Shoot Line, along with Stub-In for Low Voltage Wiring and 1/4" PVC Air Piping, to operate the Close Range Paper Targets, continuing across all six lanes of the Reactive Pistol Range. The actual target mechanisms will be supplied by Owner.

ALTERNATE 11: ADD Rappel TowerADD \$ \$ 300,576

- a. All work related to the Rappel Tower, excluding Alternate #12 through #14, is to be included in this Alternate #11.
- b. Power for Rappel Power is to be pulled from the Base Bid Ground Box. See Electrical Site Plan.

ALTERNATE 12: Provide Optional Metal Exterior Stair @ RappelADD \$ \$ 19,735

- a. Provide Exterior Metal Stairs, Landing, Rails, and Guards with raised "Grate Type" Landing and Treads w/open backs, all to be primed and painted as specified (with Trim Color Epoxy Paint), along with a 5' x 5' x 6" Concrete Landing Pad with fiber mesh and 12" Turn-Down edges.
- b. Provide as part of Alternate #12 the H.M. Door and Frame, galvanized and painted (with Trim Color Epoxy Paint), on the Upper Landing, and with Closer, Entry Lock Keyed to Master and Grand Master, and all other necessary hardware.
- c. As a Clarification, the Base Bid should include consideration and preparation at the 2nd Floor Level, for this door and landing to be added later, even if they are not included by the acceptance of this Alternate. A construction joint of smooth end wall block for jambs, and header "U" block for head, shall be constructed before filling in with matching temporary CMU, with block ties at jambs and Gray Exterior Caulk at head and jamb construction joints.

ALTERNATE 13: Providing Concrete Pan Type Stair Between 3 & 4ADD \$ \$ 496

- a. In the Rappel Tower, as part of Alternate #11, there is a "U" shaped stair from Level 3 to Level 4, that is currently called out to be a Basic Self Supporting, Stamped "Diamond Plate" metal stair with hand rails and guards. In this Alternate, substitute Metal Pan Stairs with Concrete Fill on this Stair.

ALTERNATE 14: Provide Block Fill and Paint @ Rappel TowerADD \$ \$ 7,576

- a. Provide Block Filler as provided for in Specifications, for the Rappel Tower CMU/Walls Inside and Out, as well as Two Coats of Epoxy Paint specified on the Drawings and Specifications.
- b. As a Clarification, Alternate #11 should include cleaned raw CMU with tooled joints, with no

block fill or paint. All doors, louvers, railings, rifle ports, anchors, steel attachments and other trims are to be galvanized steel, painted with Epoxy Paint as specified on the Drawings and Specifications, within the price of Alternate # 11.

3. ALLOWANCES:

The following allowances are amounts to be used in pricing the work included in the Base Bid and shall agree with the number, if specifically requested, in the Bid Breakdown. After an agreement is reached with the successful Contractor, he is to provide as many as two subcontractor proposals with quantities and unit prices for materials and installation itemized, for any components included in this section, before signing any subcontract agreements for the same. If the actual price of the work obtained is less than the allowance, a credit change order will be processed with the Owner, for the difference. If the contractor is not able to reach an agreement to have the work done within the allowance amount proposed, the Owner reserves the right to select his own subcontractor and have their work coordinated and supervised by the contractor. Procedures for calculating and implementing Allowances shall include the following:

- a. Allowances Included in Bids, except for "Material Only" Allowances such as brick, shall include all costs for Materials, Labor, Equipment, Sales Tax, Freight, and related Subcontractors pertaining to item for which the Allowance is set up. Even in "Material Only" Allowances, all the other components, such as Labor, Mortar, Ties, etc., listed here shall be included in the base bid, in order to use the material.
- b. All G.C. Supervision, Overhead and Profit, related to Allowances, should already be included in the Base Bid General Conditions.
- c. Therefore, if the Owner decides to deduct an Allowance Item from the Contractor's Bid, in order to contract that piece of work directly to a Third party, which is the Owners prerogative, the General Contractor will still be responsible for preparation, coordination, and supervision, regardless of who performs the Allowance Item.

ALLOWANCE #1: Landscaping and Irrigation, Design, Material and Labor

= \$25,000.00

NOTE: This item is to be included in the Base Bid and matches exactly the number given as "A" in the Bid Breakdown.

This Allowance Includes trees, shrubs, flowering plants, and sod grasses, not included in the temporary and permanent grassing required in the Base Bid. Contractor is to include all fine grading and top soil behind curbs in Base Bid, separate from this Allowance.

ALLOWANCE #2: Shop Drawing Reviewed by Architect & Engineers

= \$3,500.00

NOTE: This Item is to be included in the Base Bid and matches exactly The number given as "B" in the Bid Breakdown. This Amount will be sufficient for Shop Drawings Required in General Notes, but does not include any Shop Drawings necessitated by recommendations or proposals generated by the Contractor. The General Contractor is to make a separate agreement with the Architect of

Record to perform this work.

ALLOWANCE #3: Special Inspections by Project Architect & Engineers = \$7,500.00

NOTE: This Amount does not include Material Testing for Concrete Pours and for Soil Compression related to grading or building footings, as required. This item is to be included in the Base Bid and matches exactly the number given as "C" in the Bid Breakdown. Contractor is to cooperate in the collection of certifications, mix designs, delivery tickets of structural components, and all related documentation implied in the attached Statement of Special Inspections, and in Notifying the Architect 3 days before concrete is poured or structural components are covered over. Substituting Special Inspections by those other than the Structural Engineer and Architect of Record is not allowed. The General Contractor is to make a separate agreement with the Architect of Record to Perform this work.

ALLOWANCE #4: 2-Brick Types to be selected by Architect :	Field Brick	= \$425.00/ 1000
	Accent Brick	= \$550.00/ 1000

NOTE: Quantities needed and delivery costs are the responsibility of the Bidder. Type N Mortar with tooled joints is to be used. Allowance is only used for calculating the purchase of the bricks. The Total Price for the brick work is not broken out in the Bid Breakdown, but should be included in the Contractor's Base Bid, using these Allowance Numbers. Other Labor and Materials needed to ship and install the brick Shall also be included in the Base Bid, in addition to the Allowance.

ALLOWANCE #5: Time with Loader for Fitness Trail & Confidence Course 5 Days

NOTE: This Item is to be included in the Base Bid within the Grading Category and is not included separately in the Bid Breakdown. This includes Equipment and Operator as well as removal of any trees or excess soil required in preparing the Fitness Trail. Since the Fitness Trail is intended to be installed by the Boy Scouts with walk behind excavators, missing trees whenever possible, the Contractor will only be asked to assist on an intermittent basis to remove obstacles from the trail, or assist in difficult locations. Time spent during this exercise is to be strictly recorded and provided Weekly to the Architect, in case the CSO decides to change the scope stated and shown on Sheet A1.4. Otherwise, the accumulation of time spent is not intended to total more than 40 hours. This Allowance is intended to limit the Contractor's exposure to what might otherwise appear to be an open-ended task.

ALLOWANCE #6: Laborers (with Tools) to Erect/ Install Shoot House (Above Slab) 30 Days

NOTE: This Item, is given as a guideline from the experience of the Supplier, and although monitored in days, is to be included as a monetary figure within Alternate #6, Part Two. The task is to perform 30 days of labor, with 5 appropriate Carpenters/ Laborers and Tools as called for on Sheet ASH-2.1, to erect and install all Materials above the Shoot House Slab. The Materials, above the Slab, are to be provided by the Owner's Third Party Supplier, along with Supervision by the Supplier.

ALLOWANCE #7: Contractor to purchase Fire Flow Test Before Permit.

\$400.00

NOTE: Fire Flow Test must be purchased from the Cherokee County Water Service before the Permit can be obtained. This amount is to be included in the Base Bid in the "General Conditions and Other" category, and is not included separately in the Bid Breakdown.

ALLOWANCE #8: Provide Interior and Exterior Signage.

\$5,000.00

NOTE: The current provider for signage at the CSO is Chandler Graphics in Canton, Georgia, 770-479-1191. Chandler has already given a price for the Room Signage and the Raised Letters on the front of the Building, installed, for slightly less than this Allowance. Chandler will be supplying the Signage for the new facility, through the General Contractor, per their Specifications and as previously quoted. This Item is to be included in the Base Bid and matches exactly the number given as "D" in the Bid Breakdown.

ALLOWANCE #9: Provide all Cabinetry and Shelving.

\$40,000.00

NOTE: Unless Noted Otherwise, the Cabinetry and Shelving shown on the drawings is to be provided and installed by the General Contractor. Some detail has been provided for cabinetry in the Weapons Maintenance and it has been specified that all cabinetry will be Plastic Laminate over Plywood. Otherwise, there will need to be considerable coordination with the CSO about the set-up of the Office Cabinetry and Closet Shelving. Since there may be many cabinetry options that could be proposed, obscuring value in this work, a sufficient allowance has been set to "Level The Field" among G.C. Bidders. This Item is to be included in the Base Bid and matches exactly the number given as "E" in the Bid Breakdown.

ALLOWANCE #10: Added Steel Bracing for Shooting Ports on Rappel Tower

\$5,000.00

NOTE: In addition to pricing the 12 shooting ports shown on the Rappel Tower, this amount is to be Added, within Alternate #11, for the Schematically Defined Shooting Port Bracing, to be determined more accurately during Shop Drawings.

4. UNIT PRICES

Unit prices are being given here, by the Owner, to be used in calculating Additional Compensation, only in the event that the Contractor encounters unforeseen Mass Rock, Trench Rock, or Unsuitable Soils, which have to be Removed, Disposed of, and/or Replaced with Suitable Soil, in the Following Categories, not including Monitoring Services Nor Pre and Post Blast Inspections. All excess materials to be wasted in the Performance Course Fill Area:

a. Mass Rock (Excavated to a depth 12" below desired grade)	\$ 20.00 / Yd
b. Trench Rock (12" below pipe invert using a 4 foot trench width	\$ 70.00 / Yd
c. Unsuitable Soil (Undercut 3' below suspicious soil per Testing Co.)	\$ 7.00 / Yd

5. BASE BID BREAKDOWN:

This Breakdown is intended in some cases, as shown in certain Allowances and Alternates, to separate out selected amounts that might be excluded by the Owner from the Base Bid. In all other cases, this Breakdown is intended to give the Bid Reviewer a gauge for completeness and responsiveness of the Bid. It is not intended as an agreement for the Owner to take on any liability for means and methods of conducting the project, nor is it Intended to be used by the Owner to negotiate additional price reductions during Consideration of Base Bids, other than for Deduct Alternates already specified. Note: the General Conditions line item Includes Profit, Overhead, as well as all labor and materials to conduct the work not otherwise given its own line item below.

BID BREAKDOWN

A. LANDSCAPING/IRRIG /DESIGN, MATERIAL, AND LABOR

(Allow #1)

\$ 25,000

B.SHOP DRAWING REVIEW	(Allow #2)	\$ 3,500
C.SPECIAL INSPECTIONS	(Allow #3)	\$ 7,500
D.INTERIOR AND EXTERIOR SIGNAGE FOR TRAINING BUILDING	(Allow #8)	\$ 5,000
E.ALL CABINETS AND SHELVING NOT SPECIFIED AS BY OWNER)	(Allow #9)	\$ 40,000
F.DEMOLITION & REMOVAL OF EXISTING STRUCTURES CONSTRUCTION MATERIAL & ASPHALT		\$ 22,438
G.GENERAL SITE CLEARING & REMOVAL OF PARTIALLY EXPOSED DEBRIS AND PREV. STOCKPILED VEGETATION IN THE RAPPEL TOWER AREA		\$ 22,000
H.GRADING		\$ 51,092
I.SITE UTILITIES AND OTHER SITEWORK UP TO 5' FROM BLDGS		\$ 43,550
J.TRAINING BUILDING FOOTINGS, SLAB AND IN-SLAB UTILITIES		\$ 61,058
K.TRAINING BUILDING STRUCTURAL STEEL & ERECTION		\$ 3,780
L.TRAINING BUILDING METAL STUDS, DRYWALL, & INSULATION		\$ 88,780
M.TRAINING BUILDING E.I.F.S.		\$ 16,860
N.TRAINING BUILDING MASONRY		\$ 36,402
O. TRAINING BUILDING MECHANICAL		\$ 110,000
P.TRAINING BUILDING PLUMBING		\$ 102,230
Q.TRAINING BUILDING FIRE SUPPRESSION		\$ 22,900
R.TRAINING BUILDING FIRE ALARM SYSTEM		\$ 23,000
S.GENERAL CONDITIONS AND OTHER		<u>781,890</u>

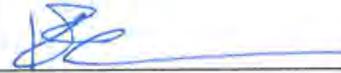
BASE BID TOTAL \$

1,467,000

This Area Reserved as Owner Worksheet Space for Owner Accepted ALTERNATES: Bidder to Leave Blank.		
ALT #1 - ADD _____	ALT #8 - ADD \$ _____	_____
ALT #2 - ADD _____	ALT #9 - ADD \$ _____	_____
ALT #3 - ADD \$ NOT USED	ALT #10- ADD \$ _____	_____
ALT #4 - ADD _____	ALT #11- ADD \$ _____	_____
ALT #5 - ADD _____	ALT #12- ADD \$ _____	_____
ALT #6, Part 1 - ADD \$ _____	ALT #13- ADD \$ _____	_____
ALT #6, Part 2 - ADD \$ _____	ALT #14- ADD \$ _____	_____
ALT #7 — ADD _____		_____

5. SIGNATURE OF PROPOSER:

Corporation or Company: Corporation

By: Keith Rane  _____
Title: Vice President _____

DATE: 5/8/2012

Business Address: 10 Mansell Court East - Suite 150
Roswell, GA 30076

Telephone: 770-518-2800
FAX 770-518-2233
EMAIL krane@catamountconstructors.com

(Seal - If bid is by Corporation)

END OF SECTION



CONSTRUCTION AGREEMENT

**Cherokee County
Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114**

**FOR CONSTRUCTION OF
CHEROKEE COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRAINING CENTER (LETCO) – EXPANDED SCOPE**

**498 Chattin Drive
Canton, Georgia 30115**

Award Date: June 5, 2012

Contractor: Catamount Constructors, Inc.
10 Mansell Court East
Suite 150
Roswell, Georgia 30076
Phone: 770.518.2800
Fax: 770.518.2233

CONSTRUCTION AGREEMENT

This Construction Agreement (the "Agreement") is made and entered into this 5th day of June, 2012, by and between CHEROKEE COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter referred to as the "County"), and Catamount Constructors Inc., a Colorado corporation with its principal place of business located at 10 Mansell Court East, Suite 150, Roswell, Georgia 30076 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County issued a Notice to Contractors, dated April 6, 2012, to solicit bids for construction of the Cherokee County Sheriff's Office Law Enforcement Training Center and Outdoor Firing Range (LETCO); and

WHEREAS, based upon Contractor's bid to construct and install the Cherokee County Sheriff's Office Law Enforcement Training Center and Outdoor Firing Range (LETCO), the County has selected Contractor as the successful bidder, and

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

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

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

Section 1. Contract Documents

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

- A. This Agreement;
- B. Notice to Contractors, attached hereto as Exhibit "A";
- C. Bid Documents from Contractor dated May 8, 2012, attached hereto as Exhibit "B";
- D. Performance Bond and Payment Bond, attached hereto collectively as Exhibit

“C”;

- E. Non-collusion Affidavit of Prime Bidder, attached hereto as Exhibit “D”;
- F. Final Affidavit, attached hereto as Exhibit “E”;
- G. Alien Employment affidavits attached hereto as Exhibits “F” and “G”;
- H. SAVE Affidavit, attached hereto as Exhibit “H”;
- I. Key Personnel, attached hereto as Exhibit “I”;
- J. Plans and Specifications, attached hereto collectively as Exhibit “J”; and
- K. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description

The Project is defined generally as follows: The Cherokee County Sheriff’s Office and the Cherokee County Board of Commissioners seek to engage a qualified and licensed general contractor for the construction of the Cherokee County Sheriff’s Office Law Enforcement Training Center and Outdoor Firing Range (LETCO), to be located adjacent to the Cherokee County Public Safety Complex on Chattin Drive, in Canton, Georgia. As more specifically described in the RFP documents, and pursuant to the plans and specifications as provided in the RFP documents, the facility shall include a building with supporting administrative, training and classroom space. The training complex shall also include an enclosed live fire shoot house and multiple pistol and rifle firing ranges, a four-story rappel and rifle firing tower, and a woodland jogging trail with integrated confidence course.

Section 3. The Work

The Work is specified and indicated in the Contract Documents (the “Work”). The Work previously described includes all material, labor, insurance, tools, equipment, and any other miscellaneous items necessary to complete the Work as described. Contractor shall complete the Work in strict accordance with the Contract Documents, including, but not limited to, the plans and specifications, for a fee, inclusive of all alternates, to not exceed two million, eight hundred nineteen thousand, nine hundred fifty-four Dollars (\$2,819,954.00).

Section 4. Contract Time

Contractor agrees to complete the Project within one hundred eighty (180) calendar days from the date of Notice To Proceed. Every effort will be made by Contractor to shorten this

period.

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

- A. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall not exceed two million, eight hundred nineteen thousand, nine hundred fifty-four Dollars (\$2,819,954.00), except as outlined in Section 6(C) below.
- B. County agrees to pay the Contractor for work performed and costs incurred by Contractor upon certification by the County that the work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the work performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, times or locations required to complete such tests or inspections and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handle through change orders as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff. No payments will be made for unauthorized work. Upon the County's certification of Final Completion of the Project, an invoice should be submitted to Mr. Stacey Williams, Director of Administrative Services, Cherokee County Sheriff's Office, for approval. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered.

Section 6. Work Changes

- A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms and the Contractor shall proceed with the changed work.
- B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

- C. The Sheriff, Chief Deputy Sheriff, or Sheriff's Project Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000.00, must be approved by resolution of the Cherokee County Board of Commissioners.

Section 7. Covenants of Contractor.

A. Ethics Code

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

B. Time is of the Essence

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

C. Expertise of Contractor

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

D. Budgetary Limitations

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

E. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor's services performed under this

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

F. Contractor's Reliance of Submissions by the County

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

G. Contractor's Representative

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

H. Assignment of Agreement

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

I. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party

indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

J. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

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

Inasmuch as Cherokee County and the Contractor are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or

agreements the Contract enters into on behalf of Cherokee County without the express knowledge and prior written consent of the County.

K. Insurance

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Professional Liability of \$1,000,000 limit for claims arising out of professional services caused by the Contractor's errors, omissions, or negligent acts.
 - (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
 - (a) General Liability and Automobile Liability Coverage.
 - (i) The County, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor;

products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.

- (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees, agents or volunteers.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer agrees to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the County.
 - (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.
- (b) Workers' Compensation Coverage: The insurer will agree to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the County.
- (c) All Coverages:
- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

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

- (5) Acceptability of Insurers: Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insured.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee: The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

L. Employment of Unauthorized Aliens Prohibited

(1) E-Verify Affidavit

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "F" and "G" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71) that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a

verification, under the federal Employment Eligibility Verification (“EEV” or “E-Verify”) program of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor’s and Contractor’s subcontractors’ verification process to determine that the verification was correct and complete. The Contractor and Contractor’s subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

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

Compliance with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

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

_____ **500 or more employees.**

_____ **100 or more employees.**

_____ **Fewer than 100 employees.**

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

(2) SAVE Affidavit and Secure Verifiable Document

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant’s legal status in the County each time that Consultant obtains a public benefit, including any contract, from the County. Consultant hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit “H”, and submitted such affidavit to the County in person, electronically, or by mail. Further, Consultant verifies that it has, prior to executing this

Agreement, submitted a secure and verifiable document, evidencing the Consultant's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Consultant verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

M. Records, Reports and Audits

(1) Records:

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

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

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

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

N. Conflicts of Interest

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

O. Confidentiality

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

P. Licenses, Certifications and Permits

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

Q. Key Personnel

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

R. Authority to Contract

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

Agreement, if applicable.

S. Ownership of Work

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

T. Meetings

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

Section 8. Covenants of the County

A. Right of Entry

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

B. County’s Representative

Mr. Stacey Williams, Director of Administrative Services, Cherokee County Sheriff’s Office, or his designate, shall be authorized to act on the County’s behalf with respect to the Work as the County’s designated representative

Section 9. Warranty

Except as may be otherwise specified or agreed, the Contractor shall repair all defects in

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

Section 10. Termination

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

Section 11. Miscellaneous

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

NOTICE TO COUNTY shall be sent to:

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

And To:

Cherokee County Sheriff's Office
498 Chattin Drive
Canton, Georgia 30115
Attention: Director, Administrative Services

NOTICE TO CONTRACTOR shall be sent to:

- F. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

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

- H. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first above written.

[CONTRACTOR'S NAME]

By: Catamount Constructors, Inc.

Its: _____
[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Jr., Chairman

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

NOTICE TO CONTRACTORS

CHEROKEE COUNTY, GEORGIA

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

Current Bids and RFPs

Bid Name:

RFP2012-14: CONSTRUCTION OF CHEROKEE COUNTY SHERIFF'S OFFICE LAW ENFORCEMENT TRAINING CENTER (LETCO) – EXPANDED SCOPE

Bid Synopsis

THE CHEROKEE COUNTY SHERIFF'S OFFICE and the CHEROKEE COUNTY BOARD OF COMMISSIONERS, pursuant to the provisions of O.C.G.A. § 36-91, et seq., seek competitive sealed proposals from qualified and licensed general contractors for the construction of the Cherokee County Sheriff's Office Law Enforcement Training Center and Outdoor Firing Range (LETCO), to be located adjacent to the Cherokee County Public Safety Complex on Chattin Drive, in Canton, Georgia. As more specifically described in the RFP documents, plans and specifications, the facility shall include a building with supporting administrative, training and classroom space. The training complex shall also include an enclosed live fire shoot house and multiple pistol and rifle firing ranges, a four-story rappel and rifle firing tower, and a woodland jogging trail with integrated confidence course. The base proposal shall include the classroom training building and certain amount of site work, with remaining training features proposed as add alternates. The RFP document may be obtained electronically via www.cherokeega.com, in this RFP's link under the Bids & RFPs tab. Plans, project manual and specifications book for this project may be purchased at Greene's Blueprinting and Supplies, 169 Church Street, Canton, Georgia 30114, phone number 770.479.3773. There will be a mandatory pre-proposal conference from 10:00 AM until 10:45 AM local time on Tuesday, April 24, 2012 at the Cherokee County Administrative Offices, 1130 Bluffs Parkway, Canton, Georgia 30114. The mandatory pre-proposal conference will be followed by a site visit at the project site, located at 498 Chattin Drive, Canton, Georgia 30115, from 11:15 AM until 12:00 PM local time. Questions regarding this project shall be submitted in writing to the attention of Mr. Greg Dodgen, Director of Procurement and Risk Management, Cherokee County Board of Commissioners, 1130 Bluffs Parkway, Canton, Georgia 30114, phone number 678.493.6034, fax number 678.493.6035 or e-mail gdodgen@cherokeega.com. Questions will be answered via formal addenda and posted to this RFP's website page. The deadline for questions is as set forth in the RFP documents. Proposals shall be received by the Cherokee County Sheriff's Office, attention of Mr. Stacey Williams, Director of Administrative Services, 498 Chattin Drive, Canton, Georgia 30115, phone number 678.493.4134, not later than 2:00 PM local time Tuesday, May 8, 2012, at which time the receipt of proposals will be acknowledged. Late proposals will not be accepted. The proposals will be certified for on-time delivery at this time by the Board of Commissioners Department of Procurement and Risk Management. There will not be a determination of award until after all proposals have been reviewed and scored. Cherokee County reserves the right to reject any or all proposals, to waive technicalities and to make an award as deemed to be in the best interest of the County.

Bid Start Date: 4/6/2012

Bid End Date: 5/10/2012

Supporting Documents

Document Name	Document Type
RFP2012-14RFPdocument	Adobe Acrobat
RFP2012-14ContractForm	Adobe Acrobat
ProcurementOrdinance	Adobe Acrobat
Pre-Proposal Meeting Attendance Sheet	Adobe Acrobat
Addendum 1	Adobe Acrobat
Clarification 1	Adobe Acrobat
EIFSspec	Adobe Acrobat
RevisedBidForm	Adobe Acrobat
Addendum 2	Adobe Acrobat
Sheet A-1.0	Adobe Acrobat
Addendum 3	Adobe Acrobat

[Back to RFP Listings](#)

EXHIBIT "B"

**PROPOSAL DOCUMENTS FROM CONTRACTOR
DATED MAY 8, 2012**

CHEROKEE COUNTY, GEORGIA

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

RFP 2012-14 SHERIFF OFFICE LETCO

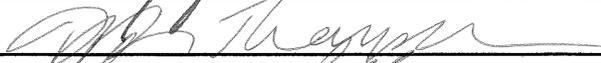
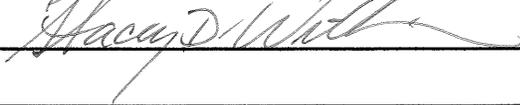
PROPOSAL OPENING*: MAY 10, 2012 @ 2:00pm
PUBLIC SAFETY BUILDING, 498 CHATTIN DR, CANTON 30115

	PROPOSER NAME	CITY/STATE
1	Catamount Constructors Inc	Roswell, GA
2	Jusk Construction	Canton, GA
3	New South Construction	Atlanta, GA
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* This is a proposal opening only. A Selection Committee will review and score all proposals and make a recommendation of Award.

RFP 2012-14 SHERIFF OFFICE LETCO

PROPOSAL OPENING ATTENDEES:

	NAME	AGENCY/COMPANY
1		Boc Procurement
2		Boc Procurement
3		CSO Admin Director
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JARRARD & DAVIS, LLP

KEN E. JARRARD
ANGELA E. DAVIS

PAUL N. HIGBEE, JR.
PAUL J. DZIKOWSKI

A **Limited** Liability Partnership
105 Pilgrim Village Drive, Suite 200
Cumming, Georgia 30040

TELEPHONE: 678.455.7150
FACSIMILE: 678.455.7149

KROBIN@JARRARD-DAVIS.COM

CHRISTOPHER J. HAMILTON
PAUL B. FRICKEY
THOMAS MONDELLI
KENNETH P. ROBIN
JAMES F. F. CARROLL
ELIZABETH M. WHITWORTH

May 18, 2012

VIA HAND DELIVERY, EMAIL (jimmybobo@mindspring.com) AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ball Ground Recycling, LLC
Attn: Jimmy L. Bobo, President
5861 Ball Ground Highway
Ball Ground, Georgia 30107

VIA HAND DELIVERY AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ball Ground Recycling, LLC
Attn: Jimmy L. Bobo, President
391 Marietta Road
Canton, Georgia 30114

VIA EMAIL (bmckenzi@burr.com) AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ball Ground Recycling, LLC
c/o William T. McKenzie/Burr & Forman, LLP
171 17th Street, Suite 1100
Atlanta, Georgia 30363

Re: Lease Agreement dated as of September 1, 2007 between Resource Recovery Development Authority of Cherokee County, as Lessor, and Ball Ground Recycling, LLC, as Lessee (the "Lease Agreement")

Premises: The real estate described in Exhibit "A" to the Lease Agreement

The Project: The solid waste disposal and recycling facility to be acquired, constructed, and installed and to be located in Cherokee County, Georgia, and all related property, consisting of the Premises, the Building, and the Equipment, as defined under the Lease Agreement

Dear Mr. Bobo:

This law firm represents the Resource Recovery Development Authority of Cherokee County (the "RRDA"), as well as Cherokee County, Georgia (the "County"), the third party beneficiary under the Lease

Ball Ground Recycling, LLC
May 18, 2012
Page 2

Agreement pertaining to the Project.

As you are aware, Ball Ground Recycling, LLC ("BGR") is in default under the Lease Agreement based on its failure to pay the rents required to be paid under Section 5.03 of the Lease Agreement at the times specified therein and continuing for a period of ten (10) days after any such amounts became due under Section 5.03 of the Lease Agreement. As you are further aware, as a result of BGR's default in paying the rents under the Lease Agreement when they became due, the County has made the required payments for the account of RRDA to Trustee The Bank of New York Trust Company, N.A. (the "Trustee") pursuant to the Intergovernmental Solid Waste Contract entered into as of September 1, 2007 between the RRDA and the County (the "Contract"). Pursuant to Section 4.3 of the Contract and Section 10.02(b) of the Lease, this shall constitute notice to BGR that the Lease Agreement will be automatically terminated as of May 28, 2012, ten (10) days after the date of this correspondence. Pursuant to Section 10.02(b) of the Lease Agreement, as a result of the automatic termination of the Lease Agreement due to BGR's default and the County's payments under the Contract, as of May 28, 2012, BGR (including its officers, employees, agents, representatives, members and/or directors) is excluded from possession of the Project including the Premises of the Project.

BGR (including its officers, employees, agents, representatives, members and/or directors) is further placed on notice that it shall refrain from removing from the Project site any of the leased assets related to the Project, including but not limited to any and all computer equipment, computer software, computer hardware or any other machinery, equipment, or materials that relate to the Project or are used to operate the Project. Also pursuant to Section 10.02(b) of the Lease Agreement: (a) BGR shall not be entitled to any credit, reduction or abatement of its rental payment obligations under the Lease Agreement by virtue of any payments made by the County under the Contract; (b) BGR's rental payment obligations will continue as an obligation of Lessee BGR until paid and shall bear interest at the rate specified in Section 6.06 of the Lease Agreement. RRDA and the County reserve any and all other available remedies as a result of BGR's default under the Lease Agreement.

Should you wish to avoid the imminent termination of the Lease Agreement and the impending consequences described above and available under said Lease Agreement, you must hand deliver to the County a minimum of \$60,000.00 in certified funds, which represents a weekly payment of \$15,000.00 that was discussed between yourself and the Chairman as intending to commence as of May 1, 2012, but which you have thus far ignored. Should this payment be made prior to the termination date of May 28, 2012, and you assume weekly payments of \$15,000.00 in hand-delivered certified funds on the Tuesday of each week thereafter by no later than close of business starting on Tuesday, May 29, 2012, the termination of the Lease Agreement will be held in abeyance until such time as the first payment is missed or is late as determined in the County's sole discretion. Please note that this is no way relieves you of any obligations under the Lease Agreement and any such payments do not operate to cure the default, however, these payments will be credited against amounts due and owing under the Lease Agreement. BGR's rental payment obligations will continue as an obligation of Lessee BGR and shall continue to bear interest as specified in the lease Agreement. Moreover, as discussed with the Chairman, this is intended as a stop gap measure until such time as BGR can fully assume all payment obligations under the Lease Agreement, or until such time as the County elects to proceed with the termination of the Lease Agreement.

The County reserves all rights to reinstate this termination notice and proceed with termination of the Lease Agreement and exclusion of you from the property with this serving as your only notice of such termination at any time as the County determines is in its best interests, irrespective of weekly payments being made.

Thank you for your attention to this matter and please govern yourself accordingly.

Ball Ground Recycling, LLC
May 18, 2012
Page 3

Sincerely,

JARRARD & DAVIS, LLP

Angela E. Davis

cc: The Bank of New York Trust Company, N.A. (via Certified Mail, Return Receipt Requested)
Citigroup Global Markets, Inc. (via Certified Mail, Return Receipt Requested)
Douglas H. Flint, Esq. (via email and Certified Mail, Return Receipt Requested)
David G. Bobo (via email and Certified Mail, Return Receipt Requested)
Earle R. Taylor, III, Esq. (via email and Certified Mail, Return Receipt Requested)
James P. Monacell, Esq. (via email and Certified Mail, Return Receipt Requested)
Roger E. Murray, Esq. (via email and Certified Mail, Return Receipt Requested)
Barrow County Board of Commissioners (viaemail)

CHEROKEE COUNTY, GEORGIA
ORDINANCE NUMBER _____

AN ORDINANCE
BY THE BOARD OF COMMISSIONERS OF CHEROKEE COUNTY

An Ordinance of Cherokee County, Georgia to amend the Rules and Regulations of the Cherokee County Records Management Program.

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations; and

WHEREAS, O.C.G.A. §36-1-20 authorizes counties to enact ordinances for protecting and preserving the public health, safety and welfare of the population of the unincorporated areas of the County; and

WHEREAS, on April 9, 1996, the Board of Commissioners adopted a Record Retention Ordinance providing that "no record shall be destroyed except as authorized by a State Records Committee approved retention schedule" promulgated by the Secretary of State, Division of Archives and History; and

WHEREAS, on November 27, 2001, the Board of Commissioners adopted a Record Retention Ordinance providing "all records shall further be maintained in accordance with O.C.G.A. § 50-18-90 through 103 and as thereafter amended"; and

WHEREAS, the governing authority of Cherokee County, to wit, Board of Commissioners, is desirous of executing its authority in adopting this amendment to update the Schedules such that the most current version of the Schedules is controlling, and for other purposes; and

WHEREAS, appropriate notice and hearing on the amendment contained herein has been carried out according to general and local law.

NOW, THEREFORE, be it resolved and ordained by the Board of Commissioners of Cherokee County, Georgia, it is hereby resolved and ordained by the authority of same that Ordinance No. 2001-0-016 is hereby amended so as to provide the following:

1.

Ordinance No. 2001-0-016, Paragraph entitled "NOW THEREFORE BE IT ORDAINED", is hereby stricken in its entirety and replaced with the following:

(1) The Georgia Records Act and the rules and regulations established pursuant to said act are hereby adopted as a basis for establishing a county records management program.

(2) The Georgia Secretary of State publication titled "Records Retention Schedules for Local Governments" as amended on July 30, 2010, a copy of which is on file with the Cherokee County Clerk, and is otherwise available for download at

http://www.sos.ga.gov/archives/pdf/state_spec_reports/LGRetentionSchedules2011.pdf, is hereby ratified and adopted as the Cherokee County record retention schedules.

(3) The Cherokee County Clerk is hereby appointed as the person responsible for administration of the records management program and will implement and supervise all components of this section.

(4) The Cherokee County Clerk will immediately prepare guidelines for maintenance and security of all records covered by this section, and such regulation shall, upon completion, become a part of this section.

2.

A new Paragraph 5 is added as follows:

(5) The Cherokee County Manager is authorized to take all necessary action to ensure that the records of Cherokee County, Georgia are preserved, protected, stored, and safeguarded in accord with pertinent rules, laws, and acts, including the above-referenced schedule and O.C.G.A. 50-18-70, et.seq.

Effective Date and Repealer Provision

This Amendment to Ordinance Number 2001-0-016 shall become effective immediately upon its adoption. Any and all existing or pre-existing provisions in conflict with this amendment shall be, and are hereby repealed. All other provisions of Ordinance Number 2001-0-016 shall continue in full force and effect.

Adopted this ____ day of _____, 2012.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. "BUZZ" AHRENS, JR., CHAIRMAN

ATTEST:

CHRISTY BLACK, COUNTY CLERK

STATE OF GEORGIA
COUNTY OF CHEROKEE

ORDINANCE NO. 2001 - 0-076

AN ORDINANCE to amend the Code of Ordinances of Cherokee County; to provide for a "Records Retention Policy"; to promote the public health, safety and welfare; and for other purposes.

WHEREAS, the Georgia Records Act, O.C.G.A. § 50-18-90 through 103, requires that all local governments adopt a records management plan; and

WHEREAS, the records of Cherokee County are public property; and

WHEREAS, these records contain information needed for varying lengths of time for the conduct of public business; and

WHEREAS, these records contain information that retains value as legal, audit, and historical evidence for varying lengths of time vital for the continuity of the government and protect the rights of its citizens; and

WHEREAS, the efficient and cost effective management of records is in the best interest of the government and of the public;

NOW THEREFORE BE IT ORDAINED that the Board of Commissioners of Cherokee County authorizes and adopts the following records management plan; the County Clerk is hereby designated as the Coordinator of the records management plan and authorized to act for and on behalf of the Board of Commissioners of Cherokee County in directing and coordinating all records management matters under the Georgia Records Act for such records under the direct control of the Board; and Records Retention Schedules approved by the Board of Commissioners of Cherokee County shall be documented in the record of the governing body deliberations; and

Records shall be maintained in accordance with approved retention schedules; and

No record shall be destroyed except as authorized by a State Records Committee approved retention schedule.

All records shall further be maintained in accordance with O.C.G.A. § 50-18-90 through 103 and as thereafter amended.

BE IT FURTHER ORDAINED that any ordinance in conflict with this Ordinance is hereby repealed.

ENACTED THIS 27th DAY OF November, 2001.

BOARD OF COMMISSIONERS OF
CHEROKEE COUNTY

BY: Emily M. Lemcke
EMILY M. LEMCKE, CHAIRMAN

ATTEST:

Sheila R. Corbin
SHEILA R. CORBIN, COUNTY CLERK

(SEAL)

STATE OF GEORGIA
COUNTY OF CHEROKEE

ORDINANCE 96- 0-09

AN ORDINANCE to amend the Code of Ordinances of Cherokee County; to provide for a "Records Retention Policy"; to promote the public health, safety and welfare; and for other purposes.

WHEREAS, the Georgia Records Act, O.C.G.A. § 50-18-90 through 103, requires that all local governments adopt a records management plan; and

WHEREAS, the records of Cherokee County are public property; and

WHEREAS, these records contain information needed for varying lengths of time for the conduct of public business; and

WHEREAS, these records contain information that retains value as legal, audit, and historical evidence for varying lengths of time to protect the rights of the government and of its citizens; and

WHEREAS, some of these records are for varying lengths of time vital for the continuity of government or for the protection of the rights of citizens; and

WHEREAS, the efficient and cost effective management of records is in the best interest of the government and of the public;

NOW THEREFORE BE IT ORDAINED that the Board of Commissioners of Cherokee County authorizes and adopts the following records management plan; Karen Huey, County Clerk is hereby designated as the Coordinator of the records management plan and authorized to act for and on behalf of the Board of Commissioners of Cherokee County in directing and coordinating all records management matters under the Georgia Records Act for such records under the direct control of the Board; and Records Retention Schedules approved by the Board of Commissioners of Cherokee County shall be documented in the record of the governing body deliberations; and

Records shall be maintained in accordance with approved retention schedules; and

No record shall be destroyed except as authorized by a State Records Committee approved retention schedule.

BE IT FURTHER ORDAINED that any ordinance in conflict with this Ordinance is hereby repealed.

ENACTED THIS 9th DAY OF April, 1996.

**BOARD OF COMMISSIONERS OF
CHEROKEE COUNTY**

BY: Hollis Q. Latham
HOLLIS Q. LATHEM, CHAIRMAN

ATTEST:

Karen Huey
KAREN HUEY, COUNTY CLERK



Retention Schedules

For Local Government Paper &
Electronic Records



THE GEORGIA ARCHIVES

5800 JONESBORO ROAD MORROW, GA 30260 TEL: 404-756-4860 FAX: 678-364-3860 WWW.GEORGIAARCHIVES.ORG

Morrow, Georgia
The Georgia Archives
Records and Information Management Services
Revised: October 2010
Retention Schedules for Local Government Records

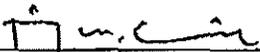
LOCAL GOVERNMENT RETENTION SCHEDULE REVIEW

To: All Local Government Entities in the State of Georgia

RE: Local Government Retention Schedule Review

We have reviewed the revised schedules for the retention and/or disposition of the following records of all local government entities as presented in this updated version of the Retention Schedules for Local Government Records. These are based upon the requirements of the Georgia Records Act (O.C.G.A. § 50-18-90 et seq.). This version includes revised schedules as filed with the Division of Archives and History, Office of Secretary of State as of July 30, 2010.

These schedules are approved as revised.



David W. Carmicheal
Director, Division of Archives and History

10/14/2010

Date



GEORGIA DIVISION OF ARCHIVES AND HISTORY

BRIAN KEMP, SECRETARY OF STATE
DAVID W. CARMICHEAL, DIRECTOR

Introduction

This retention schedule includes records series created by local governments. The records fall into two categories: common and specific. *Common Record Categories* include records, such as budget and accounting records, which may be created by any local government agency. The retention period provided applies to the record, regardless of which agency created it. *Specific Record Categories* include records, such as parking tickets, which are created by a specific government agency and no other.

Common Record Categories are:

- Accounting
- Administration
- Administrative Support
- Audits
- Budgeting
- Information Technology
- Legal
- Payroll
- Personnel
- Property
- Records Management

Specific Record Categories are:

- Building
- Cemetery
- Courts—Municipal
- Education
- Elections
- Health Services
- Library/Archives/Museums
- Medical Examiner
- Planning and Zoning
- Public Safety
- Public Works
- Taxation
- Tourism and Recreation
- Transportation

General Guidelines

Certain guidelines apply to all records listed in this schedule:

- *These retention periods apply to all record formats.* The retention periods shown in this guideline apply to all records and information created by the local government, regardless of physical format (paper, film, electronic, etc.)
- *These retention periods are the minimum requirements.* Each retention period in this schedule is the minimum length of time the record must be retained. The decision to retain specific information longer than the minimum retention period should be made by local government administration and legal counsel. Such a decision should be documented in the records management plan and/or local ordinance.
- *These retention periods are intended to guide local governments.* Each local government must adopt a retention schedule (O.C.G.A. 50-18-99(d)). Records retention periods should be

established to serve the needs of the local government, but the retention period can never be less than the minimum retention periods indicated in this schedule.

- *These retention periods apply to records under normal business conditions.* The retention periods in this schedule apply to records created and used under normal business conditions. If a particular series of records is required for litigation, audit, or other special administrative needs, it must be retained for as long as needed.
- *Disposition requirements are stated in the following manner—from the creation of the record or following an event or occurrence.* For example, Accounts Receivable Files have a retention of retain 5 years (after creation) while Bank Loan Records are retained for 5 years after settlement of the loan (an event).

Statutory Basis

This schedule is issued by the Georgia Archives as part of its statutory requirement to “provide local governments with a list of common types of records maintained together with recommended retention periods” (O.C.G.A. 50-18-99(f))

For specific information about the statutory obligations of local governments, please refer to O.C.G.A. 50-18-99, below.

O.C.G.A. 50-18-99

(a) As used in this Code section, the term:

(1) "Governing body" means the governing body of any county, municipality, or consolidated government. The term includes school boards of this state.

(2) "Office or officer" means any county office or officer or any office or officer under the jurisdiction of a governing body which maintains or is responsible for records.

(b) This article shall apply to local governments, except as modified in this Code section.

(c) All records created or received in the performance of a public duty or paid for by public funds by a governing body are deemed to be public property and shall constitute a record of public acts.

(d) Prior to July 1, 1983, each office or officer shall recommend to the governing body a retention schedule. This schedule shall include an inventory of the type of records maintained and the length of time each type of record shall be maintained in the office or in a record-holding area. These retention periods shall be based on the legal, fiscal, administrative, and historical needs for the record. Schedules previously approved by the State Records Committee will remain in effect until changed by the governing body.

(e) Prior to January 1, 1984, each governing body shall approve by resolution or ordinance a records management plan which shall include but not be limited to:

(1) The name of the person or title of the officer who will coordinate and perform the responsibilities of the governing body under this article;

(2) Each retention schedule approved by the governing body; and

(3) Provisions for maintenance and security of the records.

(f) The Secretary of State, through the department, shall coordinate all records management matters for purposes of this Code section. The department shall provide local governments with a list of common types of records maintained together with recommended retention periods and shall provide training and assistance as required. The department shall advise local governments of records of historical value which may be deposited in the state archives. All other records shall be maintained by the local government.

(g) Except as otherwise provided by law, ordinance, or policy adopted by the office or officer responsible for maintaining the records, all records shall be open to the public or the state or any agency thereof.

What To Do About Records Not Covered By This Schedule

A local government may have unique or specialized records not addressed by this schedule. These must be addressed by retention schedules initiated by the local government itself. By statute, the following requirements for records schedules are established:

- O.C.G.A. § 50-18-99 (d) ". . .each office or officer shall recommend to the governing body a retention schedule. This schedule shall include an inventory of the type of records maintained and the length of time each type of record shall be maintained in the office or in a record-holding area. These retention periods shall be based on the legal, fiscal, administrative, and historical needs of the record. Schedules previously approved by the State Records Committee will remain in effect ***until changed by the governing body***"
- O.C.G.A. § 50-18-99 (e): Each governing body shall approve by resolution or ordinance a records management plan which shall include but not be limited to:
 - The title of the officer who will coordinate the records management program;
 - Each retention schedule approved by the governing body; and
 - Provisions for maintenance and security of the records.
- O.C.G.A. § 50-18-99 (f): The Secretary of State, through the Division of Archives and History, will provide local governments with a list of common types of records maintained in local offices together with recommended retention periods.

If you have such records:

1. Do not dispose of any public record except in accordance with a retention schedule **approved by the local governing body.**
2. At the local government's request, the Georgia Archives will review the proposed retention schedule and consider adding it to the Retention Guidelines.
3. Requests for retention review should be sent to the Records and Information Management Services (RIMS) office of the Georgia Archives, 5800 Jonesboro Road, Morrow, GA 30260-1101. The request should provide
 - a. a title for the records series;
 - b. a short description of the series; and
 - c. the recommended minimum retention.
4. Every two years, the Retention Guidelines will be reviewed and updated, adding new recommendations and revising others. The new edition will be distributed that year during workshops and conferences. The current edition will be available at all times at www.GeorgiaArchives.org.

Protecting Vital Records

Georgia Code O.C.G.A. 50-18-91 (10) defines "Vital records" as "any record vital to the resumption or continuation of operations, or both; to the re-creation of the legal and financial status of government in the state; or to the protection and fulfillment of obligations to citizens of the state." Records series identified as Vital in this schedule contain information that needs to be duplicated and stored offsite in the case of an emergency or disaster. The information in question would be the most recent version of the record and would be necessary for the agency to continue its statutory function after a disaster. Examples of this are: the current list of unpaid taxes, current security passwords and protocols, current contracts and leases, recent deposit records, etc.

Local Government Original (Paper) Records Acquisition Policy

In accordance with O.C.G.A. § 45-13-46, the director of the Division of Archives and History hereby certifies that any record identified as "Permanent" is necessary to document the history, organization, functions, policies, decisions, or procedures of the agency or office. Such records must be placed for permanent preservation in the state archives when no longer in current use by the agency or office.

Once records have been transferred to the State Archives, they become the property of the Georgia Archives as the legal custodian of the state's historical record. These records may be viewed by the public and by the agency during the operating hours of the Archives, but may not be removed. Should an agency require copies of its records, the Archives will be happy to provide them.

A local government will have certain records that are denoted as permanent. Some of these records may also be eligible for transfer to the Georgia Archives under the following criteria:

- Any 18th century record
- Superior court records (pre-1877):

- o Minute books: books containing copies of the accusation and disposition associated with each case
- o Deeds: books containing instruments pertaining to ownership and transfer of ownership of real and personal property
- o Mortgages: records of claims against real property
- Probate court records (pre-1877):
 - o Minute books: books containing copies of the accusation and disposition associated with each case
 - o Wills: wills of decedents
 - o Marriages: records of marriages
 - o Plats: books containing maps of property
- Records of other local agencies:

The Archives may accept records from other local agencies upon request by the local official.

Only records in original formats will be accepted. The Archives will accept other local government records created after 1878 on a case-by-case basis.

This policy will be reviewed periodically by the Archives to determine if revision is needed.

Contact Information

If you have questions about this schedule or about records management issues, please contact us.

Records and Information Management Services
 The Georgia Archives
 5800 Jonesboro Road
 Morrow, GA 30260-1101
 Tel: 404-756-4860
 Fax: 678-364-3860
 Email: rims@sos.state.ga.us
 Web: www.GeorgiaArchives.org



Schedules

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How to Read the Schedules

The six columns in the schedules are:

RECORD TITLE	The common name of the records and the information contained therein. Record title may also include the designation "VR" identifying the record as a vital record for disaster recovery.	
DESCRIPTION	A brief summary of the records.	
RETENTION	The period of time the record or information must be kept. Retention periods are stated from the creation of the record (i.e., Retain for 5 years) or triggered by an event (i.e., Retain for 5 years after settlement of case).	
LEGAL CITATION	The specific Federal and/or State Code which stipulates the retention period. This information may not exist for certain records.	
RETENTION CLASSIFICATION	TRANSITORY	Information of a temporary nature that does not meet the requirements for longer retention prescribed by O.C.G.A. §50-18-94(1).
	TEMPORARY-SHORT TERM	Information that needs to be retained less than fifteen years.
These classifications can also serve as a guideline when selecting appropriate record formats (paper, film, electronic).	TEMPORARY-LONG TERM	Information that needs to be retained for fifteen years or longer, but which does not need to be retained permanently.
	PERMANENT	Information that for legal, historical, fiscal, or administrative reasons needs to be retained forever.
SPECIAL INSTRUCTIONS	Procedural instructions provided by the Georgia Archives to assist agencies in implementing retention classifications. These instructions may also denote vital records needed in the event of a disaster.	



Common Schedules



THE GEORGIA ARCHIVES
Records and Information Management Services

Schedule for Local Government Common Records

Accounting

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Accounts Payable Files	Records documenting payments made by agency for services rendered or items purchased	5 years	O.C.G.A. 11-2-725; 36-11-1	Temporary - Short Term	Vital Record - duplicate and store offsite
Accounts Receivable Files	Records documenting monies owed to and collected by the agency	5 years	O.C.G.A. 11-2-725	Temporary - Short Term	Vital Record - duplicate and store offsite
Annual Financial Statements	Annual reports of the accounts, income and liabilities of an agency	Permanent		Permanent	Vital Record - duplicate and store offsite

Accounting

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Bank Loan Records	Include outstanding financial obligations incurred by an agency in the form of bank loans	5 years after settlement of loan		Temporary - Short Term	
Bank Statements	Periodic computations of deposits and credits to a bank account	5 years	O.C.G.A. 9-3-25	Temporary - Short Term	Vital Record - duplicate and store offsite
Bids and Competitive Selection Records	Records documenting quotes by vendors to supply products or services to an agency	Capital Improvement Projects: 11 years All Other Records: 7 years	O.C.G.A. 9-3-24; 9-3-51; 11-2-725	Temporary - Short Term	
Cancelled Checks, Vouchers, and EFTs	Copies (or originals) of paid warrants	5 years	O.C.G.A. 9-3-25	Temporary - Short Term	
Capital Improvement Bonds, Retired	Document the repayment of funds raised through bond issues	5 years		Temporary - Short Term	
Cash Balances and Reconciliations	Records documenting cash balances, receipts and disbursements completed during the day	5 years		Temporary - Short Term	

Accounting

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Collection Records	Records documenting an agency's efforts to collect unpaid accounts. Includes PeopleSoft collection reports	5 years after account paid in full or deemed uncollectible	O.C.G.A. 9-3-25	Temporary - Short Term	Vital Record - duplicate and store offsite
Contracts and Agreements	Records documenting services and products provided to an agency for a specified cost and period of time	Capital Improvement Projects: 10 years after expiration. Other Contracts: 7 years after expiration	O.C.G.A. 9-3-24; 9-3-26	Temporary - Short Term	Vital Record - duplicate and store offsite
Contracts, Employee	Service contracts between an individual and government agency	7 years after expiration		Temporary - Short Term	Vital Record - duplicate and store offsite
Cost Accounting Reports	Financial reports by cost center of all expenditures	3 years		Temporary - Short Term	
Credit Card Administration Records	Records documenting administration of credit cards issued to individual agency staff or offices	7 years	O.C.G.A. 9-3-25	Temporary - Short Term	

Accounting

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Deposit Slips and Reconciliations	Documents recording transaction in a bank account	5 years	O.C.G.A. 9-3-25	Temporary - Short Term	
Federal and State Grant Project Files - Non-Education Agencies	Records document federally and state funded projects	3 years after submission of final financial report	Uniform Administrative Requirements for Grants and Cooperative Agreements Between State and Local Governments (Common Rule)	Temporary - Short Term	
Federal and State Grant Project Files, Education Agencies	Records documenting grants to school systems from federal and state agencies	3 years after submission of final report or denial of application	34 CFR 74.53(b)	Temporary - Short Term	
Federal Revenue Sharing Records	Records documenting federal, state, county and municipal revenue-sharing; includes summaries, expenditures, and investments	5 years after submission of final report		Temporary - Short Term	

Accounting

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Franchise Records	Records documenting franchises granted to utility companies or other organizations allowing them to provide services to local residents	Permanent		Permanent	
General Ledger and Trial Balances	Record of final entry for all financial transactions	7 years	O.C.G.A. 9-3-25	Temporary - Short Term	Vital Record - duplicate and store offsite
Investment Records	Records documenting the savings and investments of funds by an agency	7 years		Temporary - Short Term	
Invoices	Records requesting payment for goods and services provided to an agency	5 years	O.C.G.A. 11-2-725	Temporary - Short Term	
Journal Entries (Journal Vouchers)	Adjustments to financial accounts	5 years	O.C.G.A. 9-3-25	Temporary - Short Term	Vital Record - duplicate and store offsite
Journals and Registers	Financial logs recording detailed transactions, encumbrances, and obligations of an agency	5 years	O.C.G.A. 9-3-25	Temporary - Short Term	

Accounting

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Moving Expenses	Records documenting a new employee's moving and travel expenses paid by the agency	5 years	O.C.G.A. 9-3-26	Temporary - Short Term	
Official Bonds and Oaths	Bonds required of local officials and custodians of funds	6 years after date of action	O.C.G.A. 45-8-9	Temporary - Short Term	Vital Record - duplicate and store offsite
Outstanding Obligations	Documents the unpaid accounts of an agency	5 years	O.C.G.A. 9-3-25	Temporary - Short Term	Vital Record - duplicate and store offsite
Payment Schedules	Schedules of the deferred payment of goods, equipment and services	5 years	O.C.G.A. 9-3-25	Temporary - Short Term	Vital Record - duplicate and store offsite
Professional Membership Records	Records documenting agency-paid individual memberships and activities in professional organizations	5 years	O.C.G.A. 9-3-26	Temporary - Short Term	
Receipts	Documentation of monies collected	5 years	O.C.G.A. 11-2-201; 11-2-725	Temporary - Short Term	Vital Record - duplicate and store offsite

Accounting

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Reconciliations	Periodic reconciliations of accounts within operating and general ledgers	5 years	O.C.G.A. 9-3-25	Temporary - Short Term	
Refund/Disbursement Requests	Records documenting requests and disbursements made for overpayment of funds	4 years	O.C.G.A. 9-3-25; 11-2-725	Temporary - Short Term	Vital Record - duplicate and store offsite
Returned Checks	Records documenting attempts to collect monies for non-negotiable (usually insufficient funds) checks received for payment to agency accounts	5 years	O.C.G.A. 11-2-725	Temporary - Short Term	
Signature Authorizations	Records documenting the certification of employees who are authorized to sign fiscal and contractual documents	7 years after authorization expires	O.C.G.A. 9-3-24	Temporary - Short Term	Vital Record - duplicate and store offsite
Travel - Registration Fee Payments	Records documenting payment of registration fees which are not considered travel expenses	4 years		Temporary - Short Term	

Accounting

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Travel Authorization and Reimbursement Records	Records documenting requests for authorization from supervisors to travel on official business and related material, such as reimbursement of expenses and itineraries	3 years		Temporary - Short Term	

Administration

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Accident Reports	Reports of accidents involving government-owned vehicles	7 years	O.C.G.A. 9-3-33	Temporary - Short Term	
Annexations	Records documenting the approved additions of property to the city boundaries	Permanent	O.C.G.A. 36-36-3 (e)	Permanent	Vital Record - duplicate and store offsite
Annual and Ad Hoc Narrative Reports	Annual and ad hoc narrative reports that describe agency functions and activities	Permanent. Retain 1 copy. Destroy all others when no longer useful.		Permanent	
City Charter	Includes the constitution and by-laws of an incorporated city	Permanent		Permanent	Vital Record - duplicate and store offsite
Code Violations	Any violations of the Code of Ordinances pertaining to property	3 years		Temporary - Short Term	
Correspondence, Fiscal	Records documenting purchases, issuance of fiscal policy, or obligations and revenues	5 years	O.C.G.A. 9-3-25; 11-2-725	Temporary - Short Term	

Administration

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Correspondence, General	Correspondence related to day-to-day operations of the office	5 years	O.C.G.A. 9-3-25	Temporary - Short Term	
Crisis or Disaster Records	Records documenting events and damages to agency property due to storms, riots, fires, drought, floods, and other acts affecting the citizens or agency facilities; may include photos, logs, reports, notes, and correspondence	5 years	O.C.G.A. 9-3-32	Temporary - Short Term	
Daily Broadcast Logs	Records documenting agency daily broadcast activities via radio or television	2 years	47 CFR 73.1840	Temporary - Short Term	
Daily/Monthly Activity Reports	Record of daily/monthly activities	2 years		Temporary - Short Term	

Administration

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
DCA Mandated Surveys	Surveys required by the Department of Community Affairs; includes, but is not limited to: Solid Waste Management Survey and Full Cost Report, Report of Local Government Finances, Independent Authority Bonded Indebtedness Form, Wage and Salary Survey, and Government Management Indicators Survey	5 years		Temporary - Short	
Deeds and Condo Plats	Records documenting individual ownership or property that are filed with the local government	Permanent		Permanent	Vital Record - duplicate and store offsite
Deeds, Right-of-Way	Records authorizing use of land for road widening or public works	Permanent		Permanent	Vital Record - duplicate and store offsite
Deeds, Security	Deeds to properties on which an agency holds the second mortgage	5 years after final payment		Temporary - Long Term	Vital Record - duplicate and store offsite

Administration

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Easements	Records documenting the granting of access by a property owner to a local government to run wiring, water or sewage pipes, and other public works (or other reasons)	Permanent		Permanent	Vital Record - duplicate and store offsite
e-Certified Mail and Return Receipts	Technology implemented to replace the "Green Card" certified mail receipts.	6 years		Temporary-Short Term	Note: system will store receipts for 7 years
Emergency Preparedness Plans, Superseded	Business recovery plans for man-made and natural disasters	5 years	O.C.G.A. 9-3-32	Temporary - Short Term	Vital Record - duplicate and store offsite
Emergency Relief Records	Records documenting eligibility for financial assistance following a natural or other type of disaster	Permanent		Permanent	Vital Record - duplicate and store offsite
Federal and State Grant Final Reports	Final narrative summary submitted according to requirements of the funding agency	Permanent	Uniform Administrative Requirements for Grants and Cooperative Agreements Between State and Local Governments (Common Rule)	Permanent	

Administration

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Historic Preservation Files	Records documenting preservation of local landmarks and buildings	Permanent		Permanent	
Maps and Plats, Copies	Copies of maps and plats used for reference purposes	Retain for useful life		Transitory	
Maps, Plats, and Drawings	Records documenting the location of roads, subdivisions, water and sewage lines	Permanent		Permanent	Vital Record - duplicate and store offsite
Meeting Notices	Official notification of the time and place of regular and special meetings	5 years		Temporary - Short Term	
Minutes and Agendas	Official record of agency meetings and the decisions made	Permanent	O.C.G.A. 36-1-25	Permanent	Vital Record - duplicate and store offsite
Open Records Act Requests and Correspondence	Inquiries from members of the public requesting access to information under the Georgia Open Records Act (O.C.G.A. 50-18-70 et.seq.)	5 years		Temporary - Short Term	

Administration

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Petitions	Signatures of local residents requesting action by an agency on a specific issue	5 years and resolution of issue		Temporary - Short Term	
Photographs	Aerial and other photographs of county property and functions	Permanent		Permanent	
Policies and Procedures	Standard operating practice for business processes	Permanent. Retain 1 copy		Permanent	Vital Record - duplicate and store offsite
Printing Service Files	Includes printing requests, cost estimates, mock-ups, proofs, and printing plates	1 year after superseded		Temporary - Short Term	
Publications	Newsletters, handbooks, pamphlets, and brochures published by the agency	Permanent. Retain 1 copy		Permanent	
Relocation Assistance Files	Records documenting financial assistance to individuals searching for new homes under the Community Development Program	5 years		Temporary - Short Term	

Administration

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Reports, Periodic	Quarterly and other narrative reports (not annual) that describe agency functions and activities	3 years		Temporary - Short Term	
Resolutions and Ordinances	Local laws and actions adopted by the board of county commissioners	Permanent		Permanent	Vital Record - duplicate and store offsite
Right-of-Way Agreements	Agreements with property owners specifying the terms of access to property for public works purposes	Permanent		Permanent	Vital Record - duplicate and store offsite
Speeches	Records relating to public speaking engagements of local officials	Permanent		Permanent	
Visitors Logs and Sign-In Sheets	Consists of sign-in forms or sheets generally located at an agency's reception desk to document visitors to the facility	2 years		Temporary - Short Term	

Administrative Support

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Blank Forms and Duplicates	Extra copies of blank forms and duplicates of reports or other materials that are no longer needed	Retain for useful life		Transitory	
Calendars	Desk calendars and other scheduling media; does not include court calendars	Retain for useful life		Transitory	
Certified Mail Logs	Receipt books containing record of certified mail sent out	Retain for useful life		Transitory	
Data Input Forms	Any type of forms used to collect information for input into electronic form	Destroy upon verification/audit of data entry		Temporary - Short Term	
Email Messages	Text documents which are created, stored, and delivered in an electronic format; email is a communication tool, equivalent to paper, microfilm, etc. in status; retention of email is decided by the CONTENT not format of the record	Transitory; Administrative Support; or Policy and Program			

Administrative Support

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Emails, Administrative Support	Messages of a facilitative nature created or received in the course of administering programs; examples - correspondence, daily/weekly activity reports, appointments	Identify functional content (financial, administrative, etc.) and consult relevant common schedules		Temporary - Short Term	
Emails, Policy and Program	Messages documenting the formulation and adoption of policies and procedures and the management of agency programs or functions; examples - case file management, constituent correspondence, periodic reports, budget documents	Identify functional content (financial, administrative, etc.) and consult relevant common schedules		Temporary - Long Term	
Emails, Transitory	Messages of short-term interest with no documentary or evidential value; examples - routine requests for publications; transmittal letters; agency event notices (holidays, parties, charitable campaigns)	Retain for useful life		Transitory	

Administrative Support

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Indexes	Provide a ready reference or pointer into larger sets of records	Retain until destruction of indexed set of records		Temporary - Short Term	Vital Record - duplicate and store offsite
Mailing Lists	Various standard lists of names and addresses	Retain for useful life		Transitory	
News Clippings and Scrapbooks	Copies of news articles and photos maintained by the agency as a historical record of activities	Newspaper Clippings: Retain for useful life Scrapbooks: Permanent		Permanent	
Reference Files	Copies of records, publications, and other materials used to answer routine inquiries and questions	Retain for useful life		Transitory	
Telephone and Fax Machine Contact Logs	Lists of telephone and fax machine contacts and related data	Retain for useful life		Transitory	
Telephone Return Message Records	"While You Were Out" message slips and related data	Retain for useful life		Transitory	

Audits

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Audit Reports	Reports prepared by external auditors examining and verifying the agency's financial activities for a defined period of time	Permanent		Permanent	Vital Record - duplicate and store offsite
Internal Auditing Records	Records documenting the conduct of an internal review of agency financial accounts and processes	7 years		Temporary - Short Term	

Budgeting

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Budget Maintenance Records	Records documenting changes made in the agency's initial budget including change requests, request authorizations, funds transfers, and other records	6 years		Temporary - Short Term	
Budget Reports	Reports documenting the status of an agency's budget	6 years		Temporary - Short Term	Vital Record - duplicate and store offsite (latest copy)
Budget Request Records	Records documenting the preparation of a budget request package and reporting of the status of funds, requesting amendments of allotments, and reporting program performance	5 years after the end of the fiscal year		Temporary - Short Term	
Cooperative Federal Programs Budget Preparation, Project, and Allocation Records	Records used to develop, estimate, propose, and plan preliminary budget requests for cooperative state/federal programs and reflects the process by which annual budget allotments are distributed	5 years after the end of the fiscal year		Temporary - Short Term	
Final Budgets	Includes the final approved budget for an agency	Permanent; Retain 1 copy		Permanent	Vital Record - duplicate and store offsite (latest copy)

Information Technology

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Computer Inventory Records	Records documenting the assignment of a specific computer to an individual as well as an inventory of the software licensed for that computer; also may include IP address or mailbox assigned to the individual	4 years after computer removed from service or staff leaves agency	O.C.G.A. 16-9-93(g)(4)	Temporary - Short Term	Vital Record - duplicate and store offsite
Computer System Documentation	Hardware and software manuals and program coding	5 years and migration of all permanent records to new system		Temporary - Short Term	Vital Record - duplicate and store offsite
Equipment and Network Usage Documentation	Policies and procedures for appropriate use of agency equipment and software	4 years after superseded	O.C.G.A. 16-9-93g(4)	Temporary - Short Term	
Equipment Records	Include purchase orders, warranties, operation manuals and service contracts for all computer hardware and software	4 years after disposition of equipment	O.C.G.A 9-3-32	Temporary - Short Term	
Network and PC Password and Security Identifications	Records document the issuance or selection of a network password and the administration of security and monitoring of the agency's network	4 years	O.C.G.A. 16-9-93(g)(4)	Temporary - Short Term	Vital Record - duplicate and store offsite

Information Technology

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
System Architecture Documents and Wiring Schemas	Records documenting the location of wiring and the design of the overall agency network environment	3 years after obsolete or replaced		Temporary - Short Term	

Legal

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Attorney Case Files	Documents the work of the agency legal counsel in advising and representing a local government	6 years after settlement of case		Temporary - Short Term	
Attorney's Opinions	Interpretations of the law and an agency's compliance with the law	Permanent		Permanent	

Payroll

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Annual Payroll Earnings Reports	Summary of employees' payroll earnings for a fiscal year, including deductions	50 years after the tax year in which the records were created		Temporary - Long Term	Vital Record - duplicate and store offsite
Deduction Authorizations	Records documenting individual employee's authorizations to withhold taxes, to allow direct deposits and other deductions from the employee's pay	5 years after end of fiscal year	O.C.G.A. 48-7-111; 26 CFR 31.6001-1	Temporary - Short Term	Vital Record - duplicate and store offsite
Direct Deposit Records	Including blank checks used to establish direct deposit of employee's paycheck	1 year		Temporary - Short Term	
Employee Retirement Contribution Reports	Documents relating to participation in an agency-supported retirement program	6 years	O.C.G.A. 47-2-26; 48-7-111	Temporary - Short Term	
Family Medical Leave Act (FMLA) Compliance Records	All records pertaining to FMLA's leave requirements, including dates and hours of FMLA leave; copies of employer notices, documents describing premium payments, employee benefits, and records of disputes over FMLA benefits.	3 years	29 CFR 825.500	Temporary-Short-Term	

Payroll

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Garnishments	Records documenting the withholding of funds from an employee's wages at the request of the courts or a state agency	4 years after release from garnishment	26 CFR 31.6001-1; 29 CFR 516.5	Temporary - Short Term	Vital Record - duplicate and store offsite
HIPAA/HITECH Records	Compliance policies and procedures.	6 years	45 CFR 164.316(b); 45 CFR 164.530(j)	Temporary-Short-Term	
Periodic Tax Reports	Records documenting taxable and non-taxable income of an agency	4 years	O.C.G.A. 48-7-111	Temporary - Short Term	
Salary and Wage Records	Pre-payroll reports, monthly payroll check registers, monthly fund distribution reports, and payroll action forms	4 years after the end of the fiscal year	O.C.G.A. 9-3-25; 26 CFR 31.6001-1	Temporary - Short Term	
Unclaimed Paychecks	Checks that remain unclaimed by employees	1 year	O.C.G.A. 44-12-206	Temporary - Short Term	
Unemployment Compensation Records	Documentation relating to employee claims for unemployment compensation	5 years after the end of the fiscal year in which the transaction occurred		Temporary - Short Term	

Payroll

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Wage and Rate Tables	Records utilized to calculate straight time and overtime work schedules.	2 years	29 CFR 516.6; 29 CFR 1620.32	Temporary-Short-Term	
Wage and Tax Statements	An information return used to report wages paid to employees and the taxes withheld from them	4 years	O.C.G.A. 48-7-111; 26 CFR 31.6001-1	Temporary - Short Term	
Withholding Allowance Certificates (W-4)	Federal and state forms completed by an individual to establish the amount of taxes withheld from wages	4 years	O.C.G.A. 48-7-111; 26 CFR 31.6001-1	Temporary - Short Term	
Work-Time Schedules	Records documenting employee's daily and weekly time worked.	4 years and settlement of all claims due	29 CFR 516.6; 29 CFR 1620.32	Temporary-Short-Term	

Personnel

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Accident Reports	Reports of employee accidents and injuries; may include worker's compensation claims	2 years	O.C.G.A. 9-3-33; 36-11-1	Temporary - Short Term	
Affirmative Action Audits and Annual Reports	Document agency response to federal program reviews, state compliance audits, annual reporting requirements, and internal audits	3 years		Temporary - Short Term	
Affirmative Action Plans	Records documenting an agency's compliance with the requirements of the Equal Employment Opportunity Commission	3 years		Temporary - Short Term	
Applications for Employment, Not Hired	Records documenting applications for job openings including interview notes and materials, transcripts, background surveys, correspondence, etc.	2 years	29 CFR 1602.31	Temporary - Short Term	
Applications for Employment, Unsolicited or Incomplete	Records documenting applications for job openings	Retain for useful life		Temporary - Short Term	

Personnel

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Background Surveys	Copies of fingerprint cards and criminal background checks of new employees	7 years		Temporary - Short Term	
Cafeteria Plan (Flexible Benefits) Records	Records documenting salary reduction-type plans authorized by the Internal Revenue Service	6 years after termination of participation	IRS Code, Section 125; O.C.G.A. 36-1-11.1	Temporary - Short Term	
Continuation of Insurance Benefits (COBRA) Records	Copies of notices required by COBRA; documentaiton that notices were received; documentaiton of any circumstance in which COBRA continuation is not offered due to gross misconduct.	2 years	29 USC 1027 (ERISA requirements); 42 USC 300bb-1 to 08 and 29 USC 1161 et seq	Temporary - Short Term	Vital Record - duplicate and store offsite
Contracts, Teacher	School contracts for teaching services	7 years after expiration	O.C.G.A. 9-3-24	Temporary - Short Term	
Converted Personal Leave Request	Records documenting converted personal leave requests	1 year after leave used		Temporary - Short Term	
Drug Testing Records - Equipment Calibration	Equipment calibration documentation, and other records related to administration of alcohol and controlled substances testing programs.	5 years	49 CFR 382.401	Temporary-Short-Term	

Personnel

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Drug Testing Records	Records documenting the random drug testing of employees to include pre-employment, and reasonable suspicion	Positives & Refusals: 5 years. Negatives & Cancelled: 2 years	O.C.G.A. 45-20-13	Temporary - Short Term	
Drug Testing Records - Collection	Records related to the collection process including collection logbooks; documents relating to the random sampling process, and reasonable suspicion testing.	2 years	49 CFR 382.401	Temporary-Short-Term	
Employee Assistance Program Case Files	Records documenting the referral and treatment of employees in an agency-sponsored assistance program	5 years after employee completes program		Temporary - Short Term	
Employee Grievance Action Case Files, Resolved	Resolution of employee complaints against supervisor or other employee	2 years	29 CFR 1602.31	Temporary - Short Term	
Employee Handbooks	Guidelines created to explain the internal operations and procedures of the agency to a new employee	Permanent		Permanent	

Personnel

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Employee Medical Files, Toxic/Hazardous Substance Exposure	Documentation of employee exposure to hazardous materials	30 years after separation	29 CFR 1910.1020(d)	Temporary - Long Term	Vital Record - duplicate and store offsite
Employee Parking Records	Records documenting employee parking permit applications, cards, and permits	5 years after expiration of permit		Temporary - Short Term	
Employee Personnel Files - Permanent Staff	Records documenting an employee's work history with the agency, generally maintained as a case file; includes records of continuing education, performance evaluations, disciplinary actions, and background checks	7 years after separation	O.C.G.A. 45-20-13; 47-2-94	Temporary - Long Term	Vital Record - duplicate and store offsite
Employee Personnel Files - Temporary Staff	Records documenting the work of temporary staff that accrue no retirement benefits as part of their employment	7 years after no longer employed	O.C.G.A. 47-2-94	Temporary - Short Term	
Employee Retirement Plans	Copies of pension plans, both current and past, summarizing benefits and eligibility criteria	Permanent. Retain 1 copy		Permanent	

Personnel

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Employee Retirement Records, Inactive	Records including declaration of beneficiary, requests for retirement, insurance authorizations, correspondence, election of options forms, and other related materials	7 years after benefits end		Temporary - Long Term	
Employee Salary Schedules	Records documenting pay scales and salary levels for all employees	Permanent		Permanent	Vital Record - duplicate and store offsite
Employment Eligibility Verification Records	I-9 forms	3 years after date of hire or 1 year after separation, whichever is longer	8 CFR 274a.2(b)	Temporary - Short Term	
Equal Employment Opportunity Commission (EEOC) Charges	Records documenting charges of discrimination filed against an agency	2 years or until final disposition of the charge or action	29 CFR 1602.31	Temporary - Short Term	
Equal Employment Opportunity Commission (EEOC) Reports	Reports classifying employees by race and gender that document compliance with EEOC rules	3 years	29 CFR 1602	Temporary - Short Term	

Personnel

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Family Medical Leave Case Files	Records documenting extended absence from work by an employee under provisions of the Family Medical Leave Act	3 years		Temporary - Short Term	
Georgia Commission on Equal Opportunity (GCEO) Complaints	Records documenting charges of discrimination filed against an agency	2 years or until disposition of charge or action	29 CFR 1602.31	Temporary - Short Term	
Group Health Insurance Policies, Expired	Group insurance policies held by a local government as part of the employee benefits program	10 years		Temporary - Short Term	
Hazardous Materials Exposure Records	Records monitoring the exposure to hazardous materials by employees.	30 years	49 CFR 382.401	Temporary-Short-Term	
Insurance Claims, Closed	Records documenting the administration of a government-operated insurance program	5 years	O.C.G.A. 9-3-31; 9-3-32; 9-3-33	Temporary - Short Term	
Job Recruitment Materials	Records documenting efforts to advertise positions and attract qualified personnel	2 years	29 CFR 1602.31	Temporary - Short Term	

Personnel

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Leave Donation Records	Records documenting the donation of leave by employees to assist an individual who must be absent from work for an extended period of time due to illness	1 year after leave used		Temporary - Short Term	
Leave Records	Records documenting hours worked, leave earned, and leave taken; does not include final leave status	3 years		Temporary - Short Term	
Leave Status, Final	Records documenting cumulative leave held by an individual employee	Place in personnel file after separation	O.C.G.A. 47-2-91	Temporary - Short Term	Vital Record - duplicate and store offsite
Position Classification Materials	Records documenting job requirements, description, and salary range	4 years after position is re-classified		Temporary - Short Term	
Pre-employment Assessments, Not Hired	Exams taken by those applying for positions with a local government	2 years	29 CFR 1602.31	Temporary - Short Term	
Retirement Incentive Program Records	Records documenting employees who elect for early retirement under government-offered incentive programs	6 years		Temporary - Short Term	Vital Record - duplicate and store offsite

Personnel

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Retirement System Transaction Reports	Status of individual pension accounts including interest, contributions, and withdrawals	10 years after fiscal year in which the record was created		Temporary - Short Term	Vital Record - duplicate and store offsite
SAVE Affidavits	Affidavits testifying to an individual's right to receive public benefits.	3 years		Temporary-Short-Term	Retention applies only to those affidavits not maintained as part of another record, such as a contract or bid response.
Short/Long Term Disability Leave Files, Non-FMLA	Records documenting extended absence from work by an employee; non-FMLA	3 year		Temporary-Short Term	
Training Records	Records documenting attendance and course content for continuing education training	7 years		Temporary - Short Term	
Training Records - Breath-Alcohol Testing	Records related to the training of individuals for breath-alcohol testing.	2 years after individual ceases to perform the testing function	49 CFR 382.401	Temporary-Short-Term	

Personnel

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Workers' Compensation Claims, Closed	Records documenting employee accidents, injuries, and medical claims	4 years and settlement of all claims due	O.C.G.A. 9-3-31	Temporary - Short Term	Vital Record - duplicate and store offsite
Worker's Permits	Permits to allow persons under 18 years old to obtain summer employment	Return to issuing officer (school board) after termination or failure to appear for 30 days	O.C.G.A. 39-2-13	Temporary - Short Term	
Work-Time Schedules	Records documenting employee's daily and weekly time worked.	4 years and settlement of all claims due	29 CFR 516.6; 29 CFR 1620.32	Temporary - Short Term	

Property

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Acquisition Records	Records documenting the purchase of property (real and personal) by an agency; does not include deeds or titles	5 years		Temporary - Short Term	Vital Record - duplicate and store offsite
Architectural Project Monitoring Files	Monitoring of the construction of local government facilities	7 years after project completion	O.C.G.A. 9-3-24	Temporary - Short Term	
Blueprints and Specifications, As-Built	Plans and specifications of government-owned facilities	Permanent	O.C.G.A. 9-3-51	Permanent	Vital Record - duplicate and store offsite
Building/Grounds Maintenance Remodeling and Repair Records	Documents the condition, upkeep and routine maintenance on agency facilities and grounds	7 years	O.C.G.A. 9-3-24	Temporary - Short Term	Vital Record - duplicate and store offsite
Capital Construction Project Records	Provides a record of the planning, administration and implementation of capital construction projects; includes project descriptions and requirements, bid records, plan reviews, project schedules, contract changes, consultant contracts, and budgets	11 years after completion of project		Temporary - Long Term	

Property

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Depreciation Schedules	Records documenting useful life and depreciation of agency-owned equipment and property, usually for insurance purposes	3 years after disposition of equipment or property		Temporary - Short Term	Vital Record - duplicate and store offsite
Equipment and Vehicle Purchases	Records documenting the purchase of agency-owned vehicles	5 years after disposition of equipment	O.C.G.A. 9-3-31	Temporary - Short Term	
Equipment Maintenance Records	Includes purchase orders, warranties, operating manuals, service contracts and service logs for maintenance of agency-owned equipment and vehicles	5 years	O.C.G.A. 9-3-31; 9-3-32	Temporary - Short Term	
Facility Inspection Files and Reports	Records documenting inspection of facilities to comply with standards, rules, and codes affecting health and safety of the occupants; includes security and safety inspections	Building Age 0-8 years: 11 years Building Age 9 years and older: 3 years	O.C.G.A. 9-3-33; 9-3-51	Temporary - Short Term	
Facility/Building Security Records	Records documenting security measures and procedures	5 years	O.C.G.A. 9-3-30	Temporary - Short Term	Vital Record - duplicate and store offsite

Property

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Federal Property Records	Records documenting the loan or lease of federal government equipment	7 years after expiration of contract or disposal of equipment	O.C.G.A. 9-3-24	Temporary - Short Term	
Fuel and Oil Usage Reports	Periodic reports of the consumption of diesel, gas, and oil in government-owned vehicles	3 years		Temporary - Short Term	
Fuel Tax Reports	Periodic reports of taxable and non-taxable diesel fuel usage by government-owned vehicles	3 years		Temporary - Short Term	
Government Equipment Lease Records	Records documenting the lease of government equipment (federal or state) by local governments	7 years after expiration of lease	O.C.G.A. 9-3-24	Temporary - Short Term	
Insurance Fund Claims	Records documenting requests for payment of insurance claims	5 years after claim is paid or denied	O.C.G.A. 9-3-31; 9-3-32; 9-3-33	Temporary - Short Term	Vital Record - duplicate and store offsite
Insurance Policies	Records documenting insurance purchase for agency facilities or of membership in risk management cooperatives	7 years after expiration of policy or membership	O.C.G.A. 9-3-24	Temporary - Long Term	Vital Record - duplicate and store offsite

Property

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Inventories	Listings of agency-owned property and equipment	Retain until superseded		Transitory	Vital Record - duplicate and store offsite
Leasing and Rental Records	Records documenting the leasing or renting of land, buildings, or facilities	7 years after expiration (or termination) of contract	O.C.G.A. 9-3-24	Temporary - Long Term	Vital Record - duplicate and store offsite
Maintenance Schedules	Schedules for maintenance of agency-owned equipment and vehicles	5 years	O.C.G.A. 9-3-26	Temporary - Short Term	
Maintenance Work Orders	Records documenting routine maintenance on facilities and property	5 years	O.C.G.A. 9-3-26	Temporary - Short Term	
Motor Pool Vehicle Records	Records documenting reservation and use of motor pool vehicles by agency personnel and gasoline usage by motor pool vehicles	5 years		Temporary - Short Term	
Property Disposition Requests (Surplus Property Records)	Documents a request for change in status of government-owned property	5 years		Temporary - Short Term	

Property

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Real Property Ownership Records	Deeds and supporting documentation for land owned by an agency	11 years after the year in which the property was sold or transferred	O.C.G.A. 9-3-51	Temporary - Long Term	Vital Record - duplicate and store offsite
Receipts of Responsibility	Records documenting property temporarily in use or possession of an employee	Retain until return of item to property manager	O.C.G.A. 9-3-31; 9-3-32; 50-5-80	Temporary - Short Term	Vital Record - duplicate and store offsite
Restricted Area/Access Authorization Identification Records	Documents the issuance of security/access badges to staff	5 years after employee separation from service		Temporary - Short Term	Vital Record - duplicate and store offsite
Space Planning/Design Management Project Files	Evaluation and design of office space for local government agencies	3 years after project completion		Temporary - Short Term	
Utility Systems Operating and Maintenance Records	Records include equipment operations logs, mechanical reading charts, equipment maintenance histories	5 years after equipment is no longer in service	O.C.G.A. 9-3-26	Temporary - Short Term	Vital Record - duplicate and store offsite

Property

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Vehicle Accident Reports	Records documenting damage to agency-owned vehicles	5 years	O.C.G.A. 9-3-33; 9-3-32	Temporary - Short Term	
Vehicle and Equipment Cost Reports	Reports generated to assess and monitor the costs of agency-owned vehicles and heavy equipment	3 years		Temporary - Short Term	
Vehicle and Equipment Maintenance Files	Records documenting routine maintenance on vehicle and equipment	5 years after the vehicle is sold or replaced	O.C.G.A. 9-3-31; 9-3-32	Temporary - Long Term	Vital Record - duplicate and store offsite
Vehicle Parts Lists	Lists of replacement parts for agency-owned vehicles	3 years		Temporary - Short Term	
Vehicle Permits/Security Identification Records	Records documenting the issuance of vehicle decals providing access to security areas	2 years after expiration		Temporary - Short Term	
Vehicle Title Records	Documents agency ownership of cars, vans, trucks, trailers, tractors, etc.	Applications: Retain until receipt of title Title: Retain for duration of ownership	O.C.G.A. 9-3-31	Temporary - Short Term	Vital Record - duplicate and store offsite

Property

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Vehicle Usage Reports	Reports used to track fuel usage and mileage	3 years		Temporary - Short Term	
Vehicle Use Authorizations and Requests	Records documenting permission for employees to use their private automobiles for official business and receive reimbursement for mileage	5 years	O.C.G.A. 9-3-31; 9-3-32	Temporary - Short Term	

Records Management

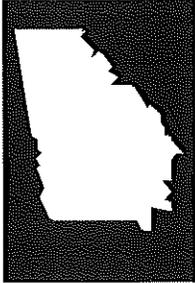
Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Annual Master Negative Inspection Reports	Reports documenting the statistical sample of film inspected each year for signs of physical deterioration	Permanent		Permanent	
Condition Reports of Duplicating Masters	Records documenting the inspection of microfilm duplicating masters for signs of physical deterioration	Retain for useful life		Transitory	
Destruction Records	Records documenting the destruction of agency records	7 years		Temporary - Short Term	Vital Record - duplicate and store offsite
Inventories	Current listings of records created and maintained by an agency	5 years		Temporary - Short Term	Vital Record - duplicate and store offsite
Microfilm Processing Records	Records documenting the proper processing of silver gelatin and diazo films to show compliance with standards; does not include quality inspection reports	7 years		Temporary - Short Term	

Records Management

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Microfilm Production Records	Records documenting the preparation and filming of records such as production reports, activity reports, film logs, retake orders, title targets, and lists of records to be filmed	5 years		Temporary - Short Term	
Microfilm Quality Inspection Reports (Quality Control Reports)	Reports documenting the quality of individual rolls of film	Retain for life of microfilm		Temporary - Long Term	
Microfilm Transmittals and Evaluation Reports	Records documenting the transfer of film to a security storage facility and the condition of the film upon acceptance into the facility (evaluation report is completed by storage facility)	Retain for life of microfilm		Temporary - Long Term	Vital Record - duplicate and store offsite
Microfilm Vault Monitoring Records	Records documenting temperature and humidity conditions within a storage facility	5 years		Temporary - Short Term	Vital Record - duplicate and store offsite
Records Schedules, Record Copy	Records retention schedule approved by resolution/ordinance; may be filed with other resolutions/ordinances	Permanent		Permanent	

Records Management

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Records Schedules, Reference Copies	Copies of approved agency records retention schedules	5 years after superseded		Temporary - Short Term	
Records Transmittal Records	Records documenting the transfer of agency records into the custody of a records center facility	5 years after disposition of transferred records	O.C.G.A. 16-8-4; 50-18-80; 50-5-146	Temporary - Short Term	Vital Record - duplicate and store offsite
Reference Requests	Reference pull sheets documenting the retrieval of records from a records storage facility	5 years		Temporary - Short Term	



Specific Schedules



THE GEORGIA ARCHIVES
Records and Information Management Services

Schedule for Local Government Specific Records

Building

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Blueprints and Specifications, As-Built	Plans and specifications submitted by contractors when applying for building permits	Retain for life of structure		Temporary - Long Term	
Blueprints and Specifications, Interim and Never Constructed	Plans and specifications submitted by contractors when applying for building permits; these buildings were never constructed or plans were altered prior to construction	7 years	O.C.G.A. 9-3-24	Temporary - Short Term	
Building Codes	Published code books containing building standards	Permanent		Permanent	

Building

Record Title	Description	Retention	Legal Citation	Retention Classification	Special Instructions
Certificates of Occupancy	Records documenting compliance with minimum standards required by the safety fire laws	10 years		Temporary - Short Term	
Demolition Records	Records relating to the demolition and clearance of buildings deemed unfit for habitation	5 years		Temporary - Short Term	
Rehabilitation Applications, Inactive	Applications from owners of substandard property for financial assistance to improve property	5 years		Temporary - Short Term	
Sewage Disposal System Inspection Reports	Records documenting the inspection of building sewage systems for compliance with building codes	2 years		Temporary - Short Term	
Street Address Lists	Listings of streets and house numbers	Retain for useful life		Transitory	Vital Record - duplicate and store offsite

**Cherokee County Planning Commission
Public Hearing
Agenda
Tuesday, June 5, 2012
7:00 p.m.**

NEW CASES

Case #12-06-005 Pamela L. Fussell requesting to rezone 3.62 acres from AG to R-40. If rezoned, the property will be utilized for residential uses. The property owned by Pamela Fussell is located at 182 Pope Drive in Land Lot 90 of the 14th District, 2nd Section of Cherokee County, Georgia and indicated as Part of Parcel 22 on Tax Map 14N12B.