

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

January 8, 2013

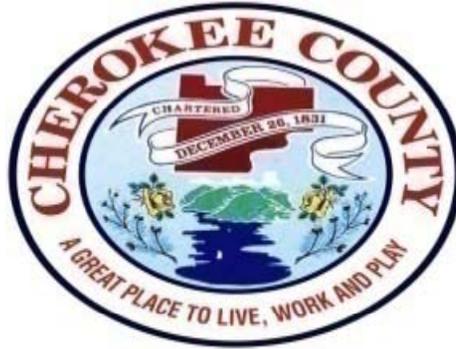
3:00 p.m.

Cherokee Hall

AGENDA

1. Preliminary FY 2012 Financial Results presented by Janelle Funk.
2. Discussion on Regular Agenda Items.

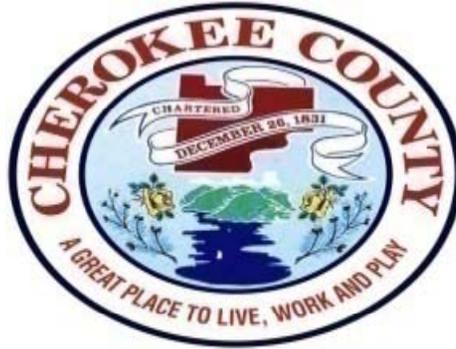
Executive Session to Follow



Cherokee County Board of Commissioners

FINANCIAL UPDATE FY 2012

Presented 1/8/2013
Preliminary/Pre-Audit Results



Cherokee County Board of Commissioners

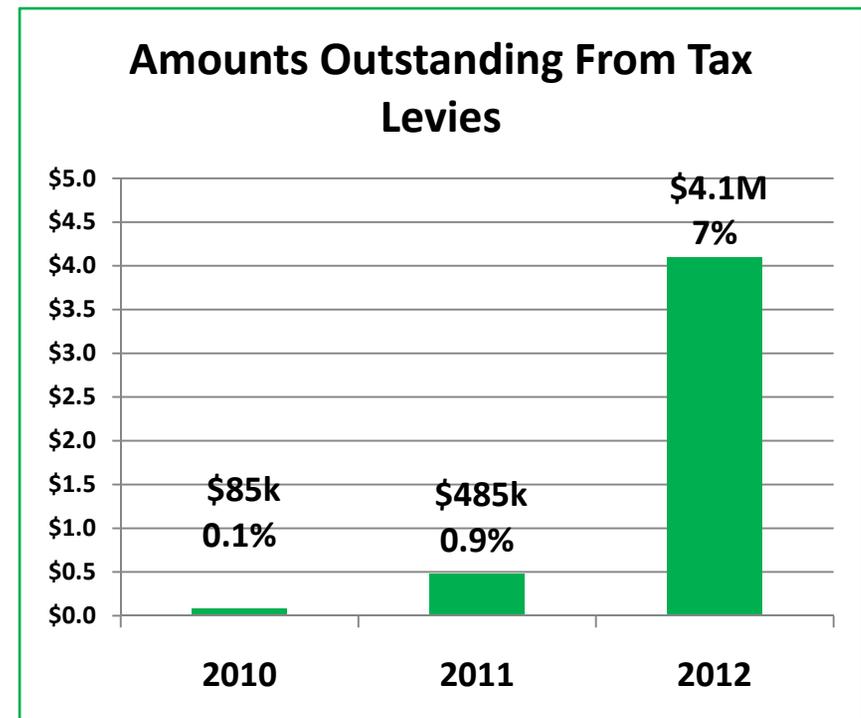
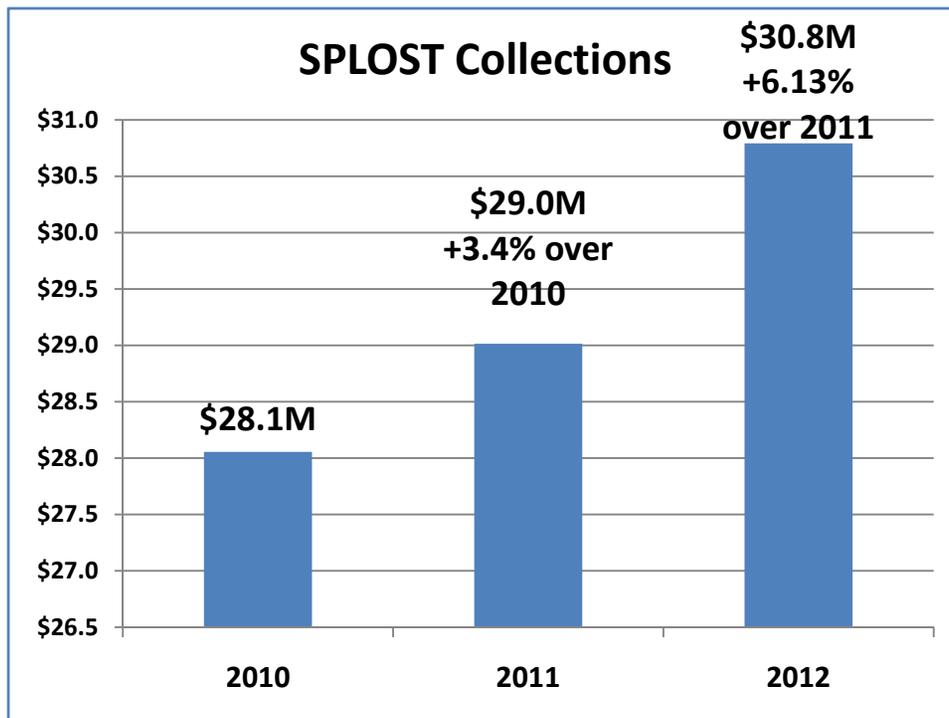
FY 2012 HIGHLIGHTS
Preliminary/Pre-Audit Results



Highlights of FY 2012

UPSIDE:

- Converted Fiscal Year to 9/30 Year-End
 - Better matching of incoming revenues with outgoing spending – “CASH BASIS”
 - Change in revenue recognition for property taxes impacts year of conversion
- Achieved Total Budget for New Inflows* \$93.6M Actual v \$93.2M Budget



* Inflows = Current Year Revenues + Other Financing Sources used to support current year operations without using reserves

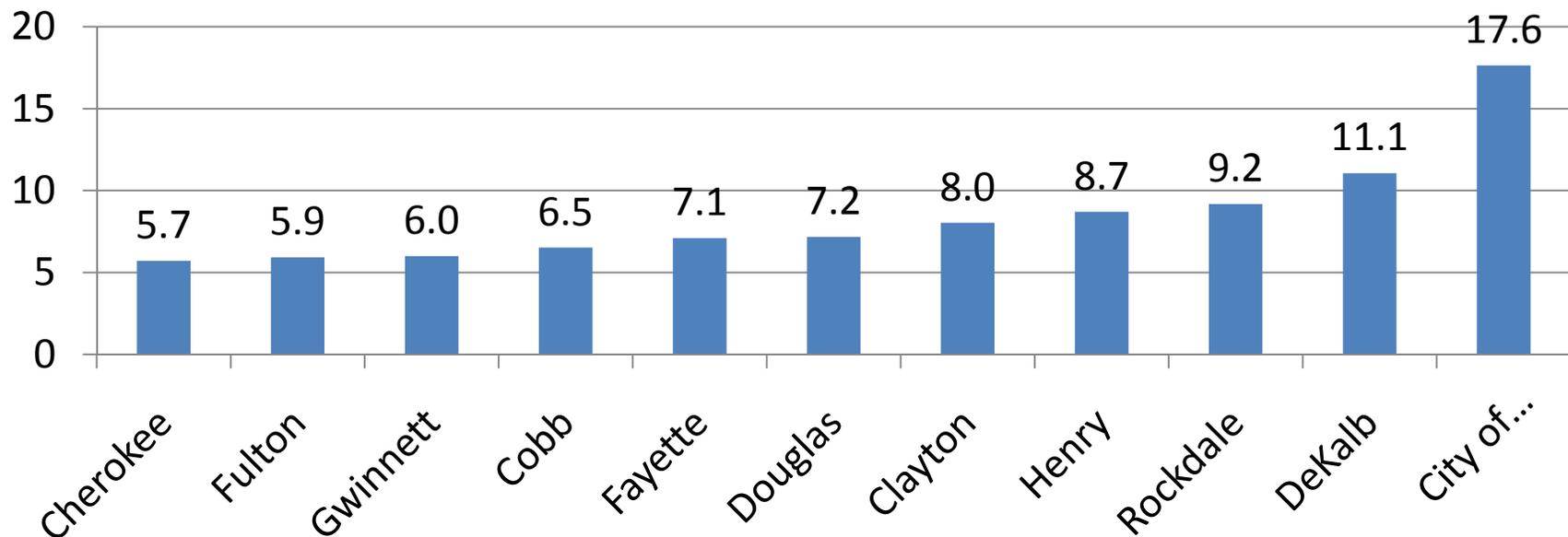


Highlights of FY 2012

UPSIDE:

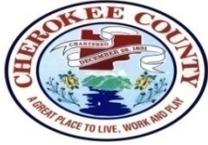
- All Agencies/All Funds complied with headcount budgets
 - Cherokee County still has lowest number of employees per capita in ARC

Headcount Per Capita in the ARC



Source: Upcoming Publication from Atlanta Regional Commission, "Local Government Operations: Expenditures & Revenues"
(This independent research publication directionally aligns with the Cherokee County Tax Spend Research conducted in 2010)

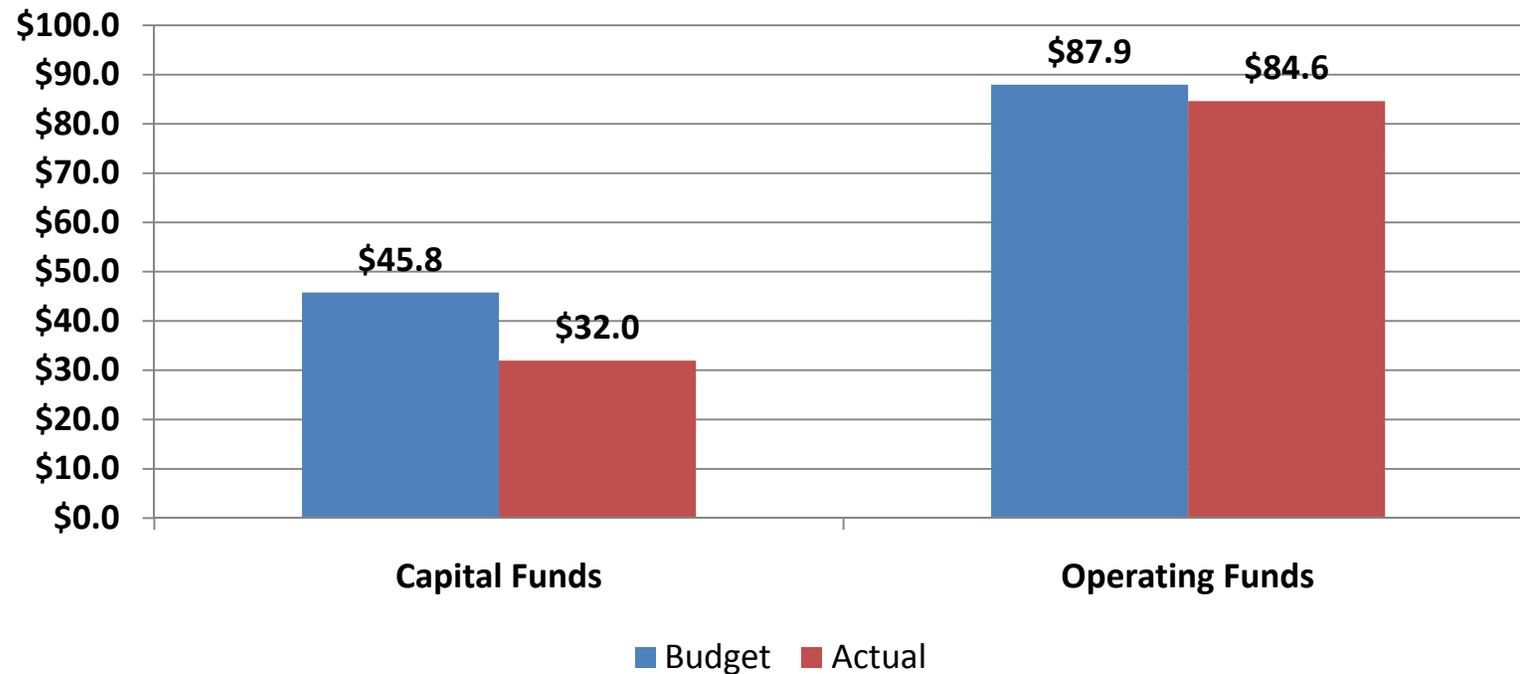
Note: Cherokee reported Budgeted Full Time Equivalents (to include fractions for PT and Temp positions and vacant but budgeted positions), some other counties report only Full Time positions. If Cherokee County reported only FT filled positions – our metric would be 5.28.



Highlights of FY 2012

UPSIDE:

- \$17.2M Under Expenditure Budget: \$116.6M Actual v \$133.7M Budget

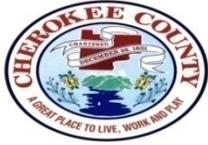


- Capital Funds \$13.8M – primarily delays in SPLOST capital project construction
- Operating Funds \$3.3M – 20 of 25 funds were under budget, but variance primarily driven by: General Fund \$1M, Fire Fund \$1.1M, CDBG \$1M



Highlights of FY 2012

- General Fund Avoided Negative Cash – Even on Combined Basis
 - Change in revenue recognition lowered reported revenue, but did not impact cash receipts – therefore, cash balance not impacted
 - Lowest cash point = \$1.9M
 - Positive, although Cherokee County financial policy requires cash low point of ~ \$6M
- For 30 Funds – 28 Improved Fund Balance As Compared to Budget
 - 15 funds generated revenues better than budget
 - For funds with lower than budgeted revenue, expenses were managed below budget so fund balance was not impacted
 - For the 13 operating funds that planned to use reserves – all actually used less than budgeted
 - E911 budgeted to use \$377k, but only used \$43k
 - Jail Fund budgeted to use \$676k, but only used \$634k



Highlights of FY 2012

- Insurance & Benefits Fund – Unreserved Fund Balance Improved – now at \$1.5M
 - Total FY 2012 Fund Expenditures = \$7.4M Actual v \$7.5M Budget
 - Unbudgeted Reimbursements ~ \$500k
 - Unreserved Fund Balance now in recommended range ~ 19% of Annual Claims
- Unincorporated County Services Fund (Insurance Premium Tax Fund) – Able to Improve Reserve by ~\$745k
 - All other non-grant funds operate on cash basis (we have cash before we spend)
 - The reason this is a problem – it drains General Fund cash
 - Now General Fund must cover cash requirements until October tax receipt
 - FY2012 Tax receipt higher, expenses lower – variance went towards building reserve
 - Started FY 2013 with ~ \$2.9M Reserve, FY 2013 Budget ~ \$6.4M
 - Not where we need to be – but progress



Highlights of FY 2012

DOWNSIDE:

- RRDA Fund – More Interest Payments Required Than Originally Planned
 - Budgeted Ballground Recycling to re-assume bond interest payments in July 2012
 - Currently searching for new operator of facility
- EMS Fund – Billings Are Higher, But Receipts Are Down, Cash Balance is Negative
 - Negative Cash Balance even at 12/31/2012 (-\$134k)
 - Expect to recover without additional (permanent) General Fund support
 - Discussed issues with our Third Party Administrator
 - Sent notification of intent to terminate contract on 3/31/2013 expiration
 - Will issue RFP to solicit suppliers for ambulance billing and collection services in January 2013
 - Downside only on receipts. Cash expenses were \$3.1M – exactly on Budget

Bottom Line: Overall, nearly everything happened as we budgeted or better.
Positive FY2012 had no significant surprises, but still need to plan for future.



More On Operating Funds Significantly Below Expenditure Budget

General Fund – \$1.0M under-budget (\$41.2M v Budget \$42.2M)

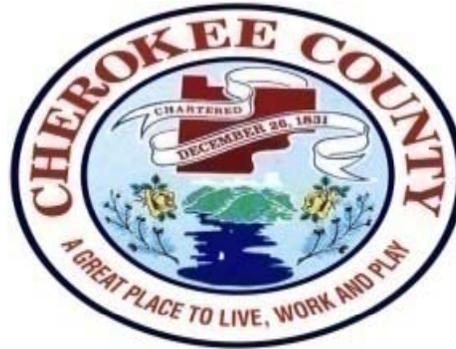
- Personnel costs \$500k under-budget (98% of Budget)
 - \$250k related to attrition in the Sheriff Office
 - Remaining variance among several departments with vacancies, retirements, and attrition (Indigent Defense, HR, DA, Solicitor, Tax Admin)
- Workers Compensation \$150k under-budget (timing of claims)
- Operating Costs \$300k under-budget – primarily from Sheriff Office and comprised of several accounts, but consider:
 - Inmate Medical costs for 9 months:
2010 \$1.8M | 2011 \$1.7M | 2012 \$1.3M
Difficult to predict some budgeted accounts – agencies need to manage all accounts to avoid unexpected costs



More On Operating Funds Significantly Below Expenditure Budget

Fire Fund – \$1.1M under-budget (\$12.1M v Budget \$13.2M)

- Personnel costs were \$417k under-budget (96% of Budget)
 - Budgeted for 218.5 FT Employees, Actual Avg 206
 - Planned to fill vacancies in April but postponed until 2013 Budget approved
- Workers Comp claim costs were \$115k over-budget
- Operating Costs \$760k under-budget – If costs could be delayed, they were...
 - Most significant variances: SCBA and other small equipment, uniforms, bunker gear, building maintenance, and several other small accounts
 - Delaying investment/replacement of capital and maintenance is not sustainable



Cherokee County Board of Commissioners

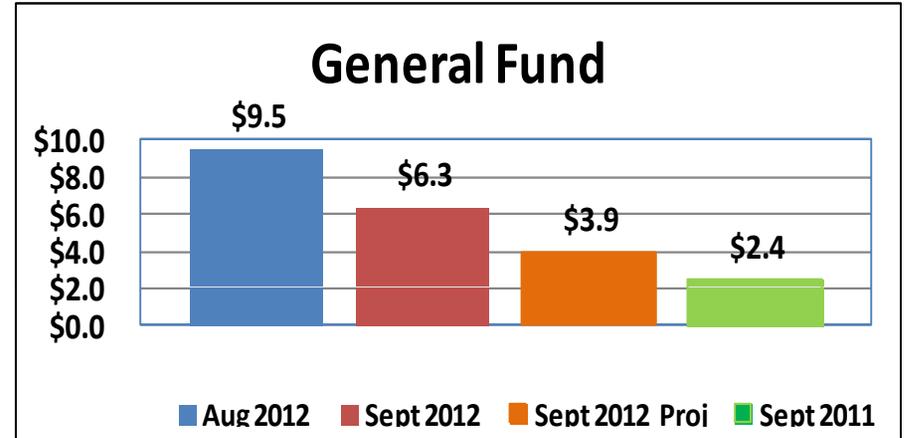
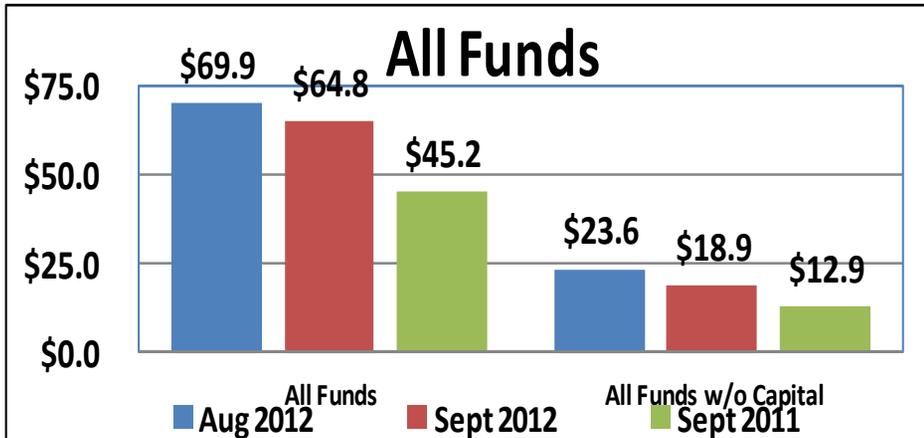
EXECUTIVE SUMMARY CASH, REVENUE, EXPENDITURES FY 2012

Preliminary/Pre-Audit Results



Cash Executive Summary – Prelim FY2012

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 for YOY increase of \$19.7M:

- \$11.4M Parks Bond Issuance in January 2012 (although increased spending mostly offset this)
- SPLOST receipts significantly exceeded SPLOST spending in 2012 (due to timing of capital projects)
- Impact Fee revenue increased, but spending was minimal (no capital projects were budgeted in 2012)
- The 2011 increased millage rate, higher collections of motor vehicle and intangible taxes, increased Insurance Premium Tax receipt, the building of the Insurance & Benefits Fund reserve, and lower personnel expenses from ISRP (especially in Fire Fund), have contributed to increased cash balances in non-capital funds.

Highlights for YOY increase of \$3.9M:

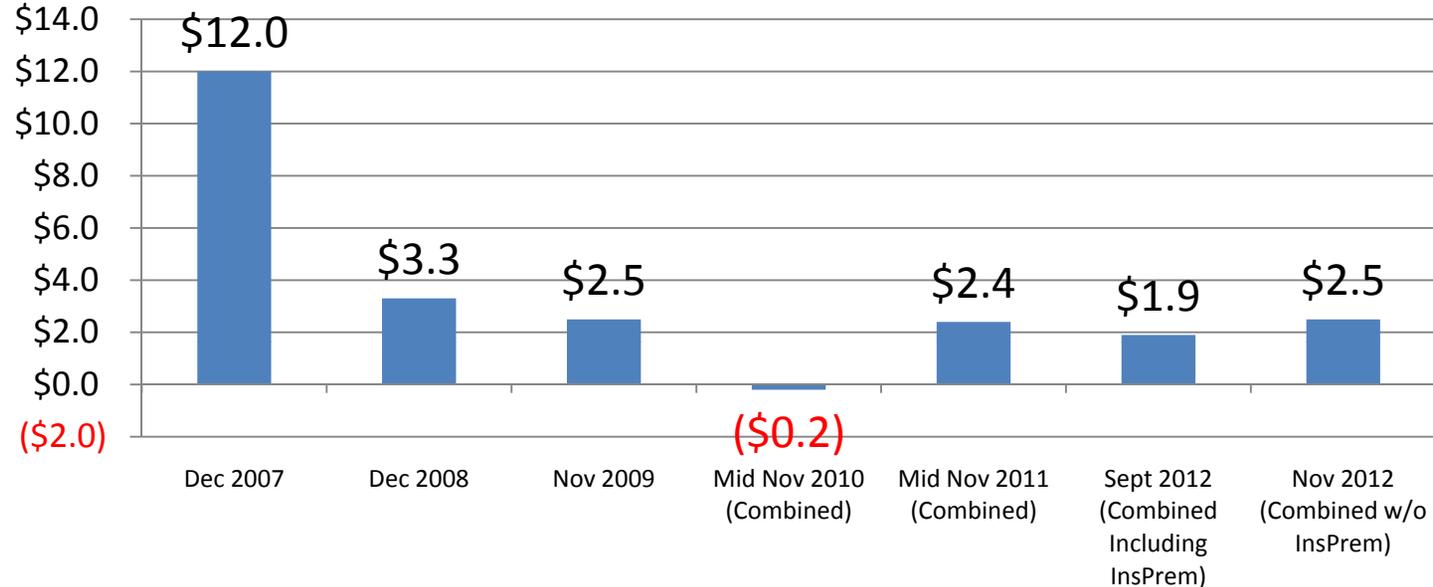
- July 2011 millage rate increase provided additional funds in Dec 2011/Jan 2012
- Transfers from Insurance Premium Tax (Unincorporated County Services) Fund occurred after September 2011
- Sale of Blalock Property in October 2011
- Lower than budgeted expenses, especially in the Sheriff Office and Judicial Services
- Higher than budgeted revenues:
 - Motor Vehicle Taxes (newer car purchases)
 - Intangible taxes (related to refinancing & mortgage modifications)
 - Tax Commissioner service charges to process collections

Bottom Line: Improvements to our cash position are better than budgeted. However, we do need a long-term solution rather than using non-repeatable inflows to meet our cash requirements.



Historical Cash Low Points General Fund

\$Millions



Cash balance
comparisons:

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

- In 2012 we ended with a cash low point of ~ \$1.9M. At the beginning of the year we had expected to hit **-\$0.2M**, but we experienced cash revenues higher than budget and expenses lower than budget.
- We expected to hit another low point in mid-November 2012 of ~ \$750k (until more significant property tax receipts were processed), but our low in November was \$2.5M.
- The 2012 cash low point includes the General Fund and other funds supported by the General Fund - including the Insurance Premium (Unincorporated County Services) Fund for September, but not for November.
- The Insurance Premium Fund was added to the chart in 2012 because while the fund is self-supporting – it does not receive its major cash inflow until October 15th. Therefore, the General Fund must help cover its cash needs in the beginning of the year.

Bottom Line: Close management of budgets and cash flow allowed General Fund to avoid negative cash in 2012. However, these low cash points must be improved so services are not impacted.

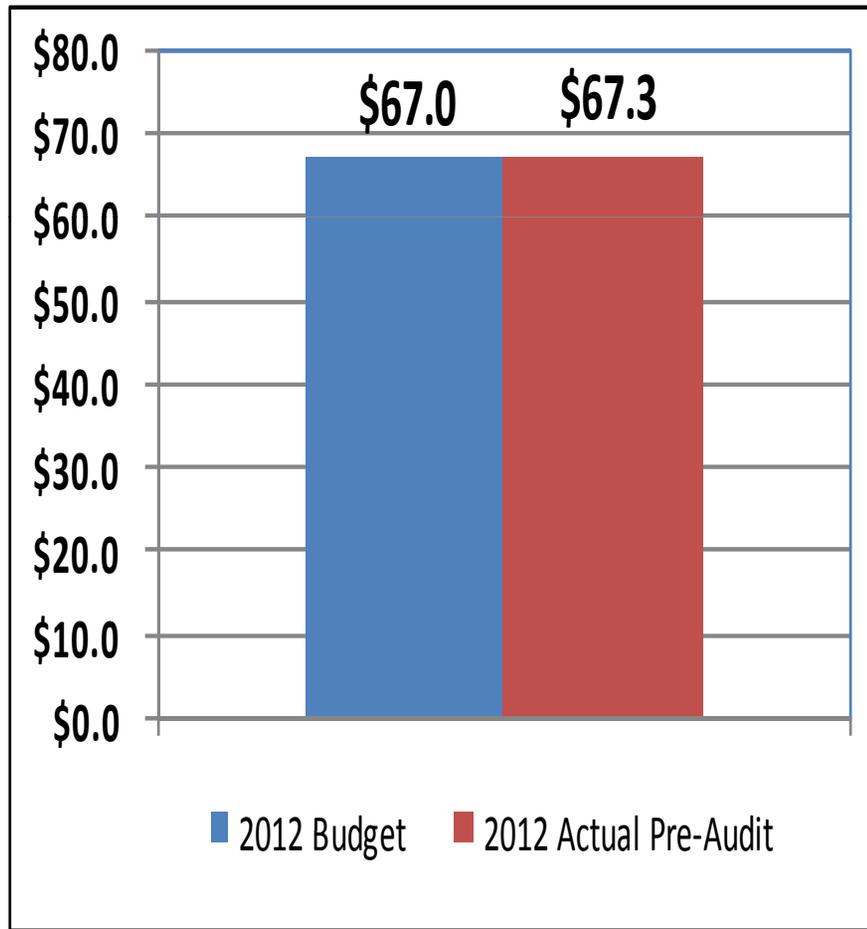


Revenue Executive Summary

All Funds – Prelim FY2012

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the County's FY Results are \$0.3M better than budgeted.

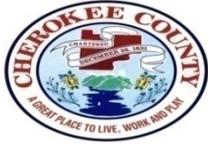
2012 – All Funds Recurring External Revenue



Revenue is **\$0.3M better than budget:**

- **Taxes -\$1.3M**
 - Current Year Property Taxes -\$4.6M
 - Variance only due to change in revenue recognition for change in fiscal year - cash not impacted – funds for 2013 not impacted
 - Motor Vehicle Tax +\$0.8M
 - SPLOST +\$1.1M
 - Other Taxes +1.3M
- **Fines & Forfeitures – Even to budget**
 - State Court fines \$300k below budget, but other courts offset the variance
- **Grant Revenues -\$1.4M**
 - No impact to the County because expenses also lower
- **Charges for Services +\$1.6M**
 - Commissions on Tax Collections +\$0.2M
 - E-911 Fees +0.1M (Phone card revenue received that was not budgeted otherwise these fees would have been under budget)
 - Impact Fees + \$0.3M
 - EMS Fees + \$1.0M (although billings are higher, collections are not, please see EMS pages for more discussion of our action plan)
- **Miscellaneous +\$1.3M**
 - SPLOST V Fund has received \$0.6M in unbudgeted miscellaneous reimbursements
 - Insurance & Benefits Fund has received \$0.5M in unbudgeted miscellaneous reimbursements

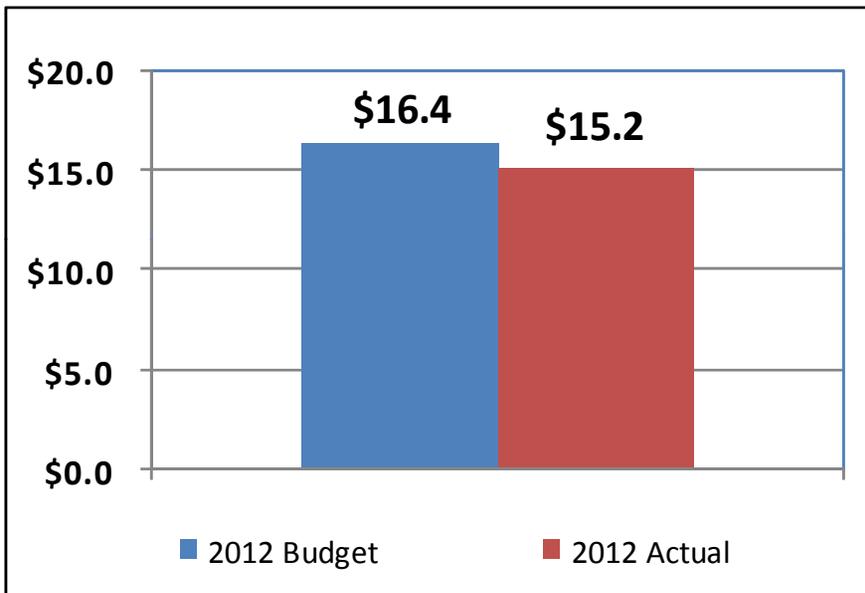
Bottom Line: Achieved Revenue Budget for 2012



Revenue Executive Summary General Fund - Prelim FY 2012

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the General Fund FY Results are \$1.2M less than budgeted.

2012 – General Fund Recurring External Revenue



Note:

- While revenue was less than budget, expenses were also less than budget, therefore there was no negative impact to the General Fund.
- In addition, revenue was only under budget due to the change in revenue recognition for the new fiscal year. There is no permanent negative impact to revenue.

Revenue is **\$1.2M** less than budget:

- **Taxes -\$1.5M**
 - Current Year Taxes **-\$2.9M**
 - only due to change in revenue recognition for change in fiscal year - cash not impacted – funds for 2013 not impacted
 - Motor Vehicle **+\$0.6M**
 - Prior Year Taxes **+\$0.3M**
 - Other Taxes **+\$0.5M**
- **Licenses & Permits -\$9K**
 - Business license renewals (billed) < Budget **-\$64K**
 - Both Alcohol Licenses and Newly Issued Business Licenses are > Budget, mostly offsetting lower renewal revenue
- **Charges for Services +\$0.2M**
 - Commission on Tax Collections primary driver of variance
 - Landfill Fees achieved budget
- **Fines & Forfeitures -\$64K**
 - State Court is below budget, **-\$252K**
 - All other courts > YTD Budget and somewhat offset the State Court shortfall
- **Miscellaneous +\$110K**
 - Indigent Defense Reimbursement **+61K**
 - Rents & Royalties **+\$22K**
 - Other Misc **+\$27K**

Bottom Line: Revenue is below budget only due to change in revenue recognition for new fiscal year. However – we need a long-term solution to ensure services are provided with on-going revenues - not non-repeatable inflows.

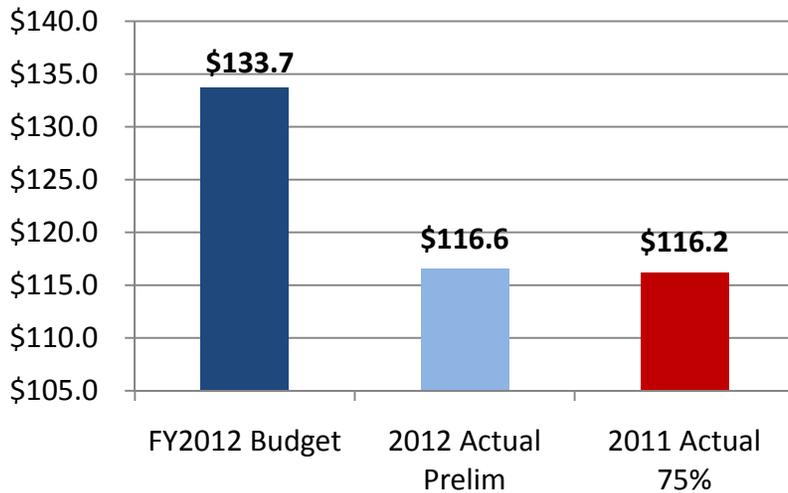


Expenditure Executive Summary

All Funds – Prelim FY 2012

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

Total Expenditures



2012 Actual ~ 2011 @ 75%

but main offsetting variances:

Increases:

Parks Bond +\$5.2M

Parks & Rec +\$0.3M^a

EMS +\$0.6M^b

Impact Fee +\$0.1M

a) assumed Cherokee Youth Basketball in 2012 – additional revenue offset expense

b) Higher EMS billings in FY2012 required higher Allowance for Uncollectibles. Non-cash expense

Decreases:

Grants/CDBG (\$0.9M)

Fire Fund (\$1.6M)

Debt Service (\$0.9M)

SPLOST (\$2.7M)

County-Wide Expenditures - 2012

	2012 Budget	2012 Prelim Actual	% Spent	Comment #
Compensation	39,653,998	38,672,950	97.5%	1
Insurance Benefits	11,118,412	11,213,425	100.9%	2
Payroll Taxes	3,032,927	2,733,409	90.1%	
Workers Comp	1,109,176	1,054,516	95.1%	3
Retirement Plans	835,977	736,035	88.0%	
Other Personnel	34,192	26,391	77.2%	
Total Personnel	55,784,682	54,436,726	97.6%	
Operating Costs	22,572,366	20,212,479	89.5%	4
Capital	26,535,129	15,587,284	58.7%	5
Non-Op Costs	13,222,037	10,956,547	82.9%	6
Debt Service	6,093,478	6,405,910	105.1%	7
Utilities/Admin	2,687,411	2,512,791	93.5%	8
Other	121,000		0.0%	
Transfers	6,732,828	6,458,212	95.9%	
Total Expenditures	133,748,931	116,569,949	87.2%	

Bottom Line: Cherokee County Delivered Expenditures Less Than Budget in Capital and Operating Categories.



Expenditure Executive Summary

All Funds - Prelim FY2012

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

1. **Compensation Costs** are 97.5% of the 2012 Budget

- The variance is mainly due to attrition and vacancies.
- The most significant contributors to the variance are Sheriff and Fire.
 - These departments are larger and experience more turnover than other departments.
 - In addition, the FY2012 Budget planned to fill Fire Department vacancies with full-time employees in April, but the hiring was delayed until after the millage rate was adopted.
 - Budgeted 218.5 FT Employees, Actual Average 206

2. **Insurance/Benefits Costs** are 100.9% of the 2012 Budget

While County-Wide roll-up results reflect Insurance & Benefits costs being slightly over-budget, this is predominantly due to the cost of an unbudgeted ERIP agreement. When just focusing on the Insurance & Benefits Fund – the Fund finished the year with an increase in total Fund Balance of \$600k.

- \$565k of StopLoss reimbursements and Pharmacy rebates were received (\$475k better than budget)
- Other Purchased Services were below budget due to timing of CHN contract (\$180k under-budget)
- Gross dental and medical claims were slightly over-budget (\$65k over budget)



Expenditure Executive Summary

All Funds - Prelim FY2012

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

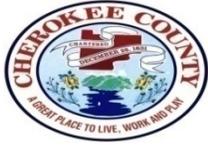
2. Insurance/Benefits – Continued

The 2012 ending balance for Fund 605 was \$2.9M, which consists of:

- Reserved portion (retiree future medical costs) \$1.4M
- Unreserved \$1.5M
 - The recommended amount for unreserved fund balance is 16 – 20% of annual claim expense:
 - Annual claim expense (medical & dental) ~ \$7.9M
 - Recommended unreserved fund balance ~ \$1.3M - \$1.6M

3. Total Workers Comp Costs are 95.1% of the 2012 Budget, which is \$55k under-budget.

- New claims were \$379k, which was slightly more than the FY2012 Budget of \$332k.
 - In order to impact this cost category, HR has expanded their responsibilities to include more safety/risk management duties.
- Prior year claim payments totaled \$302k, which is \$160k under-budget.
 - This variance is all due to the timing of settlements. There were three large claims that had been budgeted to settle in FY2012 but did not, and were carried over to the FY2013 Budget.
- Administration fees were \$58.5k higher than budget.
 - In order to align costs with our new fiscal year, the 2012/2013 policy contract for our WC excess policy was extended to cover 15 months, resulting in the 2012 admin fees being over budget, but eliminated the need to budget for the WC excess policy in FY2013.



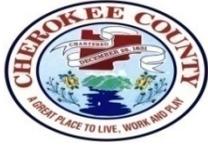
Expenditure Executive Summary

All Funds – Prelim FY2012

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

4. **Operating Costs** are 89.5% of the 2012 Budget, which is \$2.4M under-budget. In general, all agencies avoided spending unless not spending would cease operations.
 - Sheriff Office -\$300k
 - Fire Fund -\$760k
 - Insurance Premium Fund -\$300k (more SPLOST projects were completed)
 - SPLOST V -\$195k (more projects were capitalized improvements)
 - Transportation Fund -\$200k (ARRA, Federal Grant funding, was not used)
 - Insurance & Benefits Fund -\$180k (CHN contract timing delayed)
 - All other variances spread among other funds for various reasons (E911 communication expenses were lower than two previous years and budget, Animal Shelter did not complete glass doors project, DATE fund did not require consulting costs, Jail Fund had fewer inmates so inmate insurance was lower...)

5. **Capital** spending ended the year at 58.7% of the 2012 Budget, which is \$10.9M under-budget. This variance was driven by the timing of construction projects.
 - We budgeted to substantially complete the first phases of the Sheriff Office and Fire training centers (funded by SPLOST).
 - We also budgeted to complete more Parks Bond projects in FY 2012.
 - The funding for these projects will carryforward into future years.



Expenditure Executive Summary

All Funds - Prelim FY2012

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

6. **Non Operating Costs** were 82.9% of the 2012 Budget, which is \$2.3M under-budget. This category represents monthly payments to other agencies and the allowance for EMS uncollectibles .
- In FY2012 the CDBG Fund was budgeted at the full award amount, rather than the amount that would be spent in one year. This resulted in a budget variance of \$1.6M. The FY2013 Budget only reflects the specific amount planned for spending in FY2013.
 - In FY2012 the SPLOST Fund budget included \$1.9M to be paid to the Library, but only a small amount was spent for the land purchase for the new library. This is the primary reason for the \$1.6M variance in the Fund for this category. The funds will be carried forward to future years.
 - In FY2012, EMS Billings were higher, requiring the need for a higher allowance for uncollectibles. This increased this category by \$600k, but it is a non-cash expense.
7. **Debt Service** was at 105.1% of the 2012 Budget, which is \$312k over-budget.
- The RRDA Budget was based on actual monthly payments required in FY2012. In actuality, we pre-paid 3 months' installments in FY2011, but the actual expense did not become an obligation, and therefore not recorded as an expenditure, until FY2012. This is a zero cash impact as compared to budget since the amounts were already part of cash outflow in FY 2011.
8. **Allocated Costs (Primarily Utilities & Insurance)** were 93.5% of the 2012 Budget, which is \$175k under-budget.
- Milder winter and summer weather contributed to lower electricity and natural gas costs



Workers Compensation



	CALENDAR YEAR			SHORT FISCAL YEAR			
	2011 Budget	2011 Actual	2012 Proj (Based on Jan- Sept Results)	2011 Budget 75% Target	2011 Actual @ 9 months	2012 Budget @ 9 Months	2012 Actuals @ 9 months
Costs By Type							
New Claims	\$314,500	\$381,204	\$505,863	\$235,875	\$332,990	\$332,297	\$379,396
Carryover Claims	\$636,257	\$799,935	\$363,257	\$477,193	\$752,664	\$462,005	\$301,757
Admin Costs	\$392,940	\$307,462	\$386,862	\$294,705	\$307,461	\$314,874	\$373,362
Total County	\$1,343,697	\$1,488,601	\$1,255,982	\$1,007,773	\$1,393,115	\$1,109,176	\$1,054,515
Costs by Fund							
General Fund	\$810,410	\$669,538	\$471,355	\$607,808	\$636,437	\$549,885	\$393,344
Fire Fund	\$191,572	\$311,381	\$365,578	\$143,679	\$315,555	\$194,013	\$319,064
EMS Fund	\$48,088	\$133,957	\$62,379	\$36,066	\$146,508	\$64,266	\$50,329
Other Funds	\$293,627	\$373,725	\$356,670	\$220,220	\$294,615	\$301,012	\$291,778
Total County	\$1,343,697	\$1,488,601	\$1,255,982	\$1,007,773	\$1,393,115	\$1,109,176	\$1,054,515

There are 3 significant ongoing claims that will be carried over to FY2013, they all were initially incurred prior to 2008-2009.

They have been included in the budget for 2013

The Excess WC policy was renewed in July and included a cost increase. In the effort to align major annual costs with the new fiscal year, this policy is for 15 months , 7/15/12-10/1/13. This has resulted in higher administration costs in FY2012, but will result in lower admin costs in FY2013.

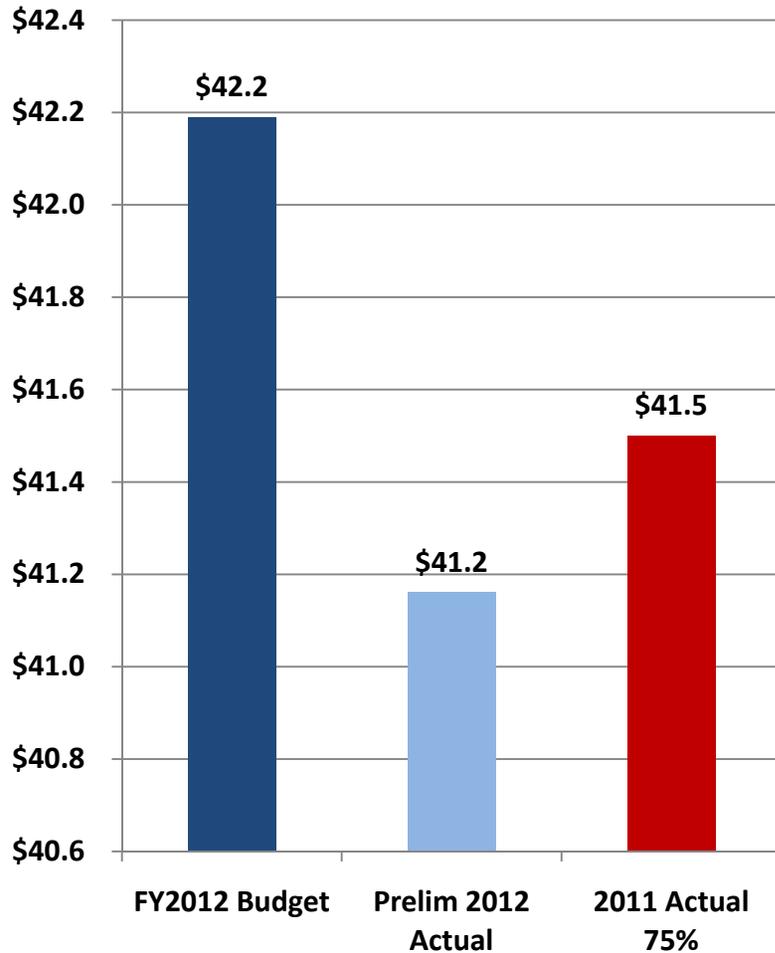


Expenditure Executive Summary

General Fund – Prelim FY2012

Summary Statement: Expenses managed across all departments.

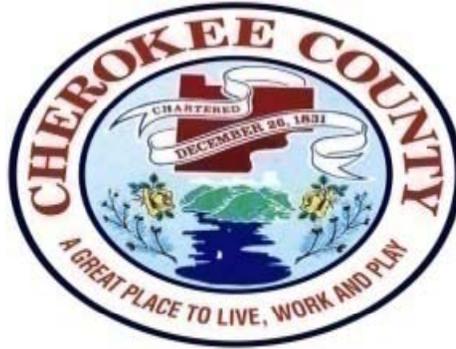
General Fund Expenditures



General Fund - Expenditures 2012

	2012 Budget	2012 Prelim Actual	% Spent
Compensation	21,376,705	20,995,446	98.2%
Insurance Benefits	2,530,827	2,589,011	102.3%
Payroll Taxes	1,658,495	1,494,191	90.1%
Workers Comp	549,885	393,344	71.5%
Retirement Plans	15,753	15,321	97.3%
Other Personnel	33,292	17,178	51.6%
Total Personnel	26,164,957	25,504,497	97.5%
Operating Costs	9,395,751	9,096,940	96.8%
Capital	478,228	439,936	92.0%
Non-Op Costs	2,027,185	1,971,515	97.3%
Debt Service	449,855	449,855	100.0%
Utilities/Admin	962,807	900,431	93.5%
Other			0.0%
Transfers	2,714,800	2,799,913	103.1%
Total Expenditures	42,193,583	41,163,081	97.6%

Bottom Line: General Fund Operations Delivered Expenditures Less Than Budget



Cherokee County Board of Commissioners

EXECUTIVE SUMMARY HEADCOUNT & PERSONNEL FY2012

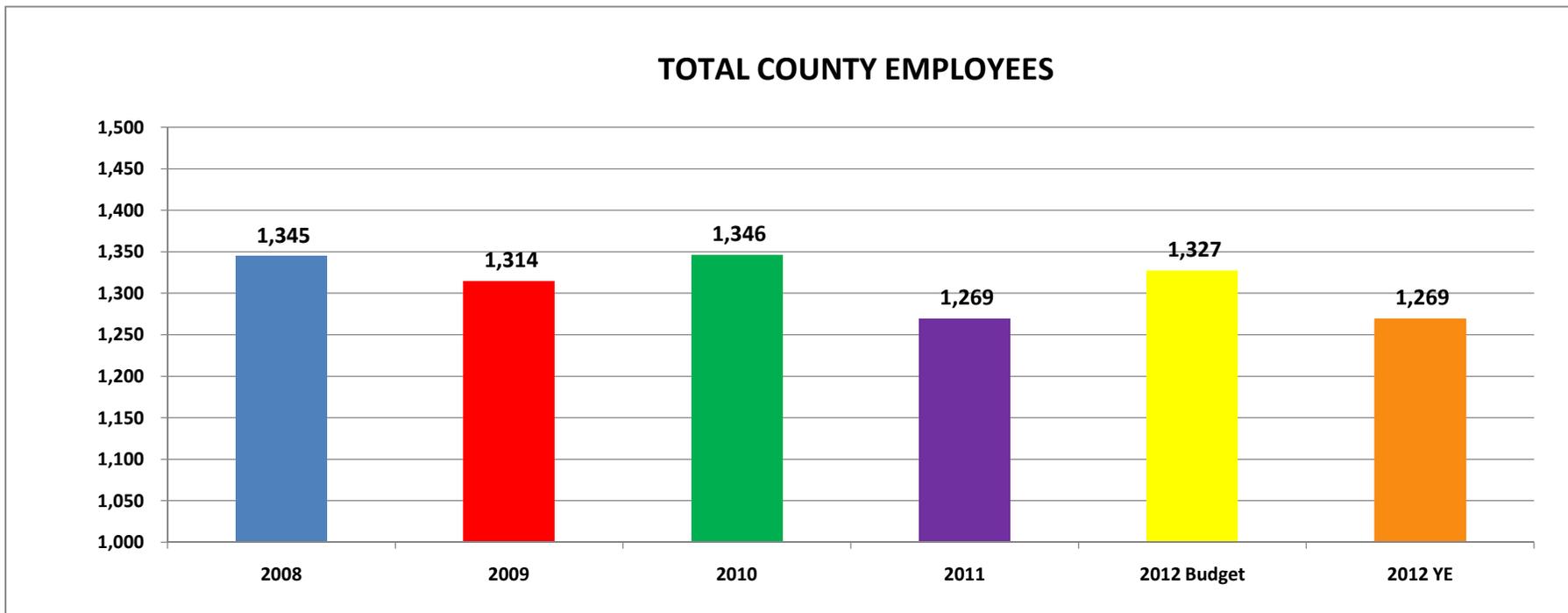
Preliminary/Pre-Audit Results



Headcount Executive Summary - Prelim FY2012

Average # of Filled Positions Throughout Time Period

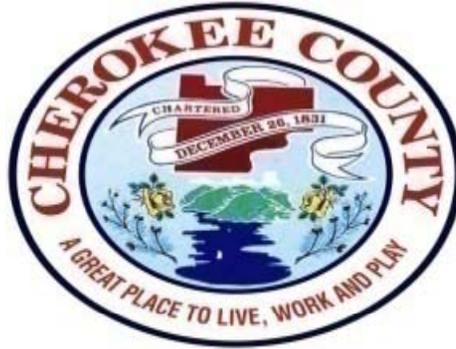
	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012 Budget</u>	<u>2012 YE</u>
Full Time	1,221	1,208	1,210	1,150	1,158	1,099
Part Time	124	107	136	119	169	170
Total County Employees	1,345	1,314	1,346	1,269	1,327	1,269
State Employees	14	18	18	18	18	18
Total Headcount Supporting County	1,359	1,332	1,364	1,287	1,345	1,287



Comparing 2012 YE 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 the adjusted 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

FINANCIAL REPORTS

FY 2012

Preliminary/Pre-Audit Results



Cherokee County Board of Commissioners
Changes in Fund Balance
As of 9/30/2012

Printed 1.3.13

Fund	Beginning Balance	Revenues & Other Financing Sources	Expenditures	Ending Balance	Net Increase/ (Decrease)
100 GENERAL FUND	30,191,445	15,558,928	41,163,081	4,587,292	(25,604,153)
205 LAW LIBRARY FUND	604,547	100,030	76,863	627,713	23,167
210 SHERIFF'S FORFEITURES	91,699	189,306	95,801	185,205	93,506
215 EMERGENCY 911 TELEPHONE FUND	1,428,185	2,874,164	2,917,565	1,384,783	(43,402)
221 SENIOR SERVICES FUND	9,450	871,482	819,162	61,770	52,320
225 PARKS AND RECREATION	220,183	2,133,853	2,280,754	73,282	(146,901)
230 INSURANCE PREMIUM FUND	(167,683)	7,465,759	4,638,008	2,660,068	2,827,751
240 TRANSPORTATION FUND	0	715,799	715,799	0	0
250 MULTIPLE GRANT FUND	36,849	453,234	386,656	103,426	66,577
251 COMMUNITY DEVELOPMENT	(22,165)	1,188,255	1,182,822	(16,732)	5,433
252 ANIMAL SERVICES FUND	34,353	720,910	688,365	66,897	32,545
254 DA's CONDEMNATION FUND	85,747	9,146	3,176	91,717	5,970
255 DRUG ABUSE AND TREATMENT FUND	542,901	105,254	84,111	564,044	21,143
256 VICTIM/WITNESS FUND	27,203	152,530	150,448	29,286	2,083
257 DUI COURT FUND	80,024	412,132	327,608	164,549	84,525
258 DRUG ACCOUNTABILITY COURT	0	0	0	0	0
270 FIRE ADMINISTRATION FUND	12,109,716	3,278,335	12,128,052	3,259,999	(8,849,717)
271 JAIL FUND	1,652,741	300,498	935,104	1,018,134	(634,607)
272 SHERIFF'S COMMISSARY FUND	45,980	185,168	165,846	65,301	19,322
273 CONFISCATED ASSETS FUND	239,079	85,799	188,206	136,672	(102,407)
275 HOTEL/ MOTEL TAX FUND	0	107,240	107,240	0	0
295 IMPACT FEE FUND	3,787,425	373,650	100,000	4,061,075	273,650
310 RECREATION CAPITAL CONSTRUCTIO	21,594,215	11,518,415	9,645,229	23,467,400	1,873,186
320 SPLOST III	0	0	0	0	0
321 SPLOST IV	(124)	0	0	(124)	0
322 SPLOST V	7,919,299	17,029,367	12,074,081	12,874,584	4,955,286
323 SPLOST 2012	0	7,688,567	5,764,294	1,924,274	1,924,274
375 RESOURCE RECOVERY DEVELOPMT	608,171	912,544	1,231,832	288,884	(319,287)
410 DEBT SERVICE	8,526,267	3,830,060	4,377,991	7,978,335	(547,932)
555 CONFERENCE CENTER	159,089	351,860	264,837	246,111	87,023
580 EMERGENCY MEDICAL SERVICES	1,341,866	5,970,232	5,619,513	1,692,585	350,719
605 INSURANCE AND BENEFITS FUND	2,268,112	7,973,418	7,360,249	2,881,281	613,169
610 FLEET MAINTENANCE FUND	410,704	1,081,624	1,077,256	415,072	4,368
	<u>93,825,275</u>	<u>93,637,559</u>	<u>116,569,948</u>	<u>70,892,885</u>	<u>(22,932,390)</u>



**Cherokee County Board of Commissioners
Budget Summary
100.00% of year lapsed**

Printed 1.3.13

	2011 ACT (75%)	Actual as of 9/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 9/30/2012	% of Budget 2012	% of Budget 2011
ALL EXTERNALLY GENERATED RECURRING REVENUES BY FUND								
GENERAL FUND (100)	18,384,676	12,981,901	16,309,680	82,644	16,392,324	15,175,975	92.58%	70.61 %
LAW LIBRARY FUND (205)	109,216	95,885	105,610	0	105,610	100,030	94.72%	87.79 %
SHERIFF'S FORFEITURES (210)	0	0	131,965	0	131,965	189,306	143.45%	0.00 %
EMERGENCY 911 TELEPHONE FUND (215)	2,794,096	2,329,321	2,751,620	0	2,751,620	2,874,164	104.45%	83.37 %
SENIOR SERVICES FUND (221)	0	408,188	483,005	7,075	490,080	486,257	99.22%	0.00 %
PARKS AND RECREATION (225)	1,460,337	1,401,525	1,524,437	0	1,524,437	1,582,411	103.80%	95.97 %
INSURANCE PREMIUM FUND (230)	6,829,086	320,612	6,939,650	0	6,939,650	7,465,759	107.58%	4.69 %
TRANSPORTATION FUND (240)	453,526	423,527	756,206	33,249	789,455	552,584	70.00%	93.39 %
MULTIPLE GRANT FUND (250)	1,303,416	1,303,395	258,920	126,514	385,434	418,053	108.46%	100.00 %
COMMUNITY DEVELOPMENT (251)	490,682	490,681	2,092,046	0	2,092,046	1,169,367	55.90%	100.00 %
ANIMAL SERVICES FUND (252)	104,572	104,572	571,022	0	571,022	540,313	94.62%	100.00 %
DA'S CONDEMNATION FUND (254)	10,832	10,832	11,250	0	11,250	9,146	81.30%	100.00 %
DRUG ABUSE AND TREATMENT FUND (255)	125,574	111,773	126,965	0	126,965	105,254	82.90%	89.01 %
VICTIM/WITNESS FUND (256)	148,637	132,877	147,450	0	147,450	152,530	103.45%	89.40 %
DUI COURT FUND (257)	179,125	179,125	182,680	38,140	220,820	336,382	152.33%	100.00 %
FIRE ADMINISTRATION FUND (270)	4,500,764	2,882,863	4,336,117	27,078	4,363,195	3,277,285	75.11%	64.05 %
JAIL FUND (271)	323,753	287,852	319,950	0	319,950	300,498	93.92%	88.91 %
SHERIFF'S COMMISSARY FUND (272)	106,522	106,522	225,045	0	225,045	185,168	82.28%	100.00 %
CONFISCATED ASSETS FUND (273)	78,647	78,647	75,270	0	75,270	85,799	113.99%	100.00 %
HOTEL/ MOTEL TAX FUND (275)	87,188	80,188	88,850	0	88,850	107,240	120.70%	91.97 %
IMPACT FEE FUND (295)	79,282	79,282	72,800	0	72,800	373,650	513.26%	100.00 %
RECREATION CAPITAL CONSTRUCTIO (310)	13,444	13,444	53,600	0	53,600	33,415	62.34%	100.00 %
SPLOST IV (321)	407	407	0	0	0	0	0.00%	99.99 %
SPLOST V (322)	23,560,591	23,564,514	20,886,940	(2,400,000)	18,486,940	17,029,367	92.12%	100.02 %
SPLOST 2012 (323)	0	0	2,400,000	2,400,000	4,800,000	7,688,567	160.18%	0.00 %
RESOURCE RECOVERY DEVELOPMT (375)	154,989	154,989	0	0	0	0	0.00%	100.00 %
DEBT SERVICE (410)	1,022,796	525,998	922,908	109,500	1,032,408	696,872	67.50%	51.43 %
CONFERENCE CENTER (555)	174,531	174,556	195,050	0	195,050	276,120	141.56%	100.01 %
EMERGENCY MEDICAL SERVICES (580)	4,570,435	4,570,434	4,367,485	41,490	4,408,975	5,404,223	122.57%	100.00 %
INSURANCE AND BENEFITS FUND (605)	665,561	665,560	216,000	0	216,000	715,643	331.32%	100.00 %
FLEET MAINTENANCE FUND (610)	50	50	0	0	0	395	0.00%	99.00 %
TOTAL EXT GEN REC REVENUES	67,732,734	53,479,520	66,552,521	465,691	67,018,211	67,331,773	100.47 %	78.96 %



**Cherokee County Board of Commissioners
Budget Summary
100.00% of year lapsed**

Printed 1.3.13

	2011 ACT (75%)	Actual as of 9/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 9/30/2012	% of Budget 2012	% of Budget 2011
OTHER FINANCE SOURCES								
TRANSFERS IN								
GENERAL FUND (100)	0	0	77,233	0	77,233	354,733	459.30 %	0.00 %
SHERIFF'S FORFEITURES (210)	0	0	0	0	0	0	0.00 %	0.00 %
SENIOR SERVICES FUND (220)	0	441,641	385,225	(172)	385,053	385,225	100.04 %	0.00 %
PARKS AND RECREATION (225)	548,017	548,017	551,442	0	551,442	551,442	100.00 %	100.00 %
TRANSPORTATION FUND (240)	46,483	46,483	149,128	0	149,128	163,215	109.45 %	100.00 %
MULTIPLE GRANT FUND (250)	39,243	5,519	39,154	0	39,154	35,181	89.85 %	14.06 %
COMMUNITY DEVELOPMENT (251)	0	0	0	0	0	18,888	0.00 %	0.00 %
ANIMAL SERVICES FUND (252)	562,019	562,019	180,597	0	180,597	180,597	100.00 %	100.00 %
DUI COURT FUND (257)	75,750	75,750	75,750	0	75,750	75,750	100.00 %	100.00 %
IMPACT FEE FUND (295)	25,269	25,269	0	0	0	0	0.00 %	100.00 %
RECREATION CAPITAL CONSTRUCTIO (310)	0	0	0	0	0	75,000	0.00 %	0.00 %
SPLOST V (322)	2,195	2,195	408,414	0	408,414	0	0.00 %	99.99 %
RESOURCE RECOVERY DEVELOPMT (375)	0	0	608,171	304,374	912,545	912,544	100.00 %	0.00 %
DEBT SERVICE (410)	6,438,383	6,438,383	3,132,088	0	3,132,088	3,133,188	100.04 %	100.00 %
CONFERENCE CENTER (555)	64,062	59,562	57,350	0	57,350	75,740	132.07 %	92.98 %
EMERGENCY MEDICAL SERVICES (580)	666,003	666,003	496,709	0	496,709	496,709	100.00 %	100.00 %
TOTAL TRANSFERS IN	8,467,424	8,870,842	6,161,260	304,202	6,465,462	6,458,212	99.89 %	104.76 %
SALE OF ASSETS								
GENERAL FUND (100)	1,549,407	49,407	0	0	0	28,221	0.00 %	3.19 %
FIRE ADMINISTRATION FUND (270)	2,500	2,500	0	0	0	1,050	0.00 %	100.00 %
EMERGENCY MEDICAL SERVICES (580)	0	0	0	0	0	69,300	0.00 %	0.00 %
TOTAL SALE OF ASSETS	1,551,907	51,907	0	0	0	98,571	0.00 %	3.34 %
PROCEEDS FROM DEBT INSTRUMENTS								
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	0	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	7,282,835	7,224,615	0	7,224,615	7,257,775	100.46 %	99.36 %
FLEET MAINTENANCE FUND (610)	1,008,555	1,008,555	1,154,090	0	1,154,090	1,081,229	93.69 %	100.00 %
TOTAL INTERNAL SERVICE CHARGES	8,338,539	8,291,389	8,378,705	0	8,378,705	8,339,004	99.53 %	99.43 %
TOTAL OTHER FINANCE SOURCES	18,357,870	17,214,138	25,939,965	304,202	26,244,167	26,305,786	100.23 %	93.77 %
TOTAL INFLOWS	86,090,604	70,693,658	92,492,486	769,893	93,262,378	93,637,559	100.40 %	82.12 %
USE OF RESERVES								
GENERAL FUND (100)	0	0	25,419,651	304,374	25,724,025	0	0.00 %	0.00 %
EMERGENCY 911 TELEPHONE FUND (215)	0	0	377,246	0	377,246	0	0.00 %	0.00 %
PARKS AND RECREATION (225)	0	0	248,549	(31,735)	216,814	0	0.00 %	0.00 %
INSURANCE PREMIUM FUND (230)	0	0	(2,421,414)	339,065	(2,082,349)	0	0.00 %	0.00 %



**Cherokee County Board of Commissioners
Budget Summary
100.00% of year lapsed**

Printed 1.3.13

	2011 ACT (75%)	Actual as of 9/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 9/30/2012	% of Budget 2012	% of Budget 2011
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	151,539	676,089	0	0.00 %	0.00 %
IMPACT FEE FUND (295)	0	0	(72,800)	100,000	27,200	0	0.00 %	0.00 %
RECREATION CAPITAL CONSTRUCTION (310)	0	0	3,546,400	108,000	3,654,400	0	0.00 %	0.00 %
SPLOST V (322)	0	0	3,334,969	(301,391)	3,033,578	0	0.00 %	0.00 %
SPLOST 2012 (323)	0	0	(484,156)	(37,674)	(521,830)	0	0.00 %	0.00 %
DEBT SERVICE (410)	0	0	320,386	(108,000)	212,386	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	72,000	136,160	0	0.00 %	0.00 %
INSURANCE AND BENEFITS FUND (605)	0	0	62,403	0	62,403	0	0.00 %	0.00 %
FLEET MAINTENANCE FUND (610)	0	0	0	49,000	49,000	0	0.00 %	0.00 %
TOTAL USE OF RESERVES	0	0	39,826,289	660,264	40,486,552	0	0.00 %	0.00 %
TOTAL FUNDING SOURCES	86,090,604	70,693,658	132,318,775	1,430,156	133,748,931	93,637,559	70.01 %	82.12 %



**Cherokee County Board of Commissioners
Budget Summary
100.00% of year lapsed**

Printed 1.3.13

	2011 ACT (75%)	Actual as of 9/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 9/30/2012	% of Budget 2012	% of Budget 2011
ALL EXPENDITURES BY FUND								
GENERAL FUND (100)	41,504,652	37,219,204	41,806,564	387,018	42,193,582	41,163,081	97.56%	89.67 %
LAW LIBRARY FUND (205)	110,657	110,358	105,610	0	105,610	76,863	72.78%	99.73 %
SHERIFF'S FORFEITURES (210)	0	0	131,965	0	131,965	95,801	72.60%	0.00 %
EMERGENCY 911 TELEPHONE FUND (215)	3,057,892	2,848,601	3,128,866	0	3,128,866	2,917,565	93.25%	93.16 %
SENIOR SERVICES FUND (221)	826,646	786,748	868,230	6,903	875,133	819,162	93.60%	95.17 %
PARKS AND RECREATION (225)	2,016,338	1,984,875	2,324,428	(31,735)	2,292,693	2,280,754	99.48%	98.44 %
INSURANCE PREMIUM FUND (230)	4,341,141	4,055,509	4,518,236	339,065	4,857,301	4,638,008	95.49%	93.42 %
TRANSPORTATION FUND (240)	666,617	630,830	905,334	33,249	938,583	715,799	76.26%	94.63 %
MULTIPLE GRANT FUND (250)	1,557,411	1,412,333	298,074	126,599	424,673	386,656	91.05%	90.68 %
COMMUNITY DEVELOPMENT (251)	862,036	703,203	2,092,046	0	2,092,046	1,182,822	56.54%	81.57 %
ANIMAL SERVICES FUND (252)	701,606	660,863	751,619	0	751,619	688,365	91.58%	94.19 %
DA'S CONDEMNATION FUND (254)	1,729	1,729	30,000	0	30,000	3,176	10.59%	100.00 %
DRUG ABUSE AND TREATMENT FUND (255)	75,750	75,750	126,965	15,000	141,965	84,111	59.25%	100.00 %
VICTIM/WITNESS FUND (256)	149,391	136,890	158,445	0	158,445	150,448	94.95%	91.63 %
DUI COURT FUND (257)	267,022	237,439	258,430	38,140	296,570	327,608	110.47%	88.92 %
FIRE ADMINISTRATION FUND (270)	13,674,312	12,594,218	13,193,864	27,078	13,220,942	12,128,052	91.73%	92.10 %
JAIL FUND (271)	754,549	670,117	844,500	151,539	996,039	935,104	93.88%	88.81 %
SHERIFF'S COMMISSARY FUND (272)	141,247	124,374	225,045	0	225,045	165,846	73.69%	88.05 %
CONFISCATED ASSETS FUND (273)	219,686	219,704	75,270	0	75,270	188,206	250.04%	100.01 %
HOTEL/ MOTEL TAX FUND (275)	85,188	82,688	88,850	0	88,850	107,240	120.70%	97.07 %
IMPACT FEE FUND (295)	0	0	0	100,000	100,000	100,000	100.00%	0.00 %
RECREATION CAPITAL CONSTRUCTIO (310)	4,408,346	3,595,652	15,000,000	108,000	15,108,000	9,645,229	63.84%	81.56 %
SPLOST IV (321)	1,225,176	973	0	0	0	0	0.00%	0.08 %
SPLOST V (322)	19,352,096	18,328,575	24,630,323	(2,701,391)	21,928,932	12,074,081	55.06%	94.71 %
SPLOST 2012 (323)	0	0	1,915,844	2,362,326	4,278,170	5,764,294	134.74%	0.00 %
RESOURCE RECOVERY DEVELOPMT (375)	1,170,109	1,068,747	608,171	304,374	912,545	1,231,832	134.99%	91.34 %
DEBT SERVICE (410)	5,297,768	5,407,269	4,375,382	1,500	4,376,882	4,377,991	100.03%	102.07 %
CONFERENCE CENTER (555)	241,939	219,915	271,253	0	271,253	264,837	97.63%	90.90 %
EMERGENCY MEDICAL SERVICES (580)	5,074,524	4,643,436	4,928,354	113,490	5,041,844	5,619,513	111.46%	91.50 %
INSURANCE AND BENEFITS FUND (605)	7,237,954	7,114,483	7,503,018	0	7,503,018	7,360,249	98.10%	98.29 %
FLEET MAINTENANCE FUND (610)	1,136,404	974,071	1,154,090	49,000	1,203,090	1,077,256	89.54%	85.72 %
TOTAL ALL EXPENDITURES BY FUND	116,158,185	105,908,555	132,318,775	1,430,156	133,748,931	116,569,948	87.16 %	91.18 %



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 9/30/2012

Printed 1.3.13

	Actual as of 9/30/2010	2011 ACT (75%)	Actual as of 9/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 9/30/2012	% of Budget
GENERAL FUND (100)								
FUNDING SOURCES	16,046,817	19,934,083	13,031,308	41,806,564	387,018	42,193,582	15,558,928	36.88%
EXPENDITURES	42,151,491	41,504,652	37,219,204	41,806,564	387,018	42,193,582	41,163,081	97.56%
Excess Funding Sources over Expenditures	(26,104,674)	(21,570,570)	(24,187,895)	0	0	0	(25,604,153)	
LAW LIBRARY FUND (205)								
FUNDING SOURCES	0	109,216	95,885	105,610	0	105,610	100,030	94.72%
EXPENDITURES	0	110,657	110,358	105,610	0	105,610	76,863	72.78%
Excess Funding Sources over Expenditures	0	(1,441)	(14,474)	0	0	0	23,167	
SHERIFF'S FORFEITURES (210)								
FUNDING SOURCES	0	0	0	131,965	0	131,965	189,306	143.45%
EXPENDITURES	0	0	0	131,965	0	131,965	95,801	72.60%
Excess Funding Sources over Expenditures	0	0	0	0	0	0	93,506	
EMERGENCY 911 TELEPHONE FUND (215)								
FUNDING SOURCES	2,519,335	2,794,096	2,329,321	3,128,866	0	3,128,866	2,874,164	91.86%
EXPENDITURES	2,902,177	3,057,892	2,848,601	3,128,866	0	3,128,866	2,917,565	93.25%
Excess Funding Sources over Expenditures	(382,842)	(263,796)	(519,281)	0	0	0	(43,402)	
SENIOR SERVICES FUND (221)								
FUNDING SOURCES	853,181	0	849,829	868,230	6,903	875,133	871,482	99.58%
EXPENDITURES	798,744	826,646	786,748	868,230	6,903	875,133	819,162	93.60%
Excess Funding Sources over Expenditures	54,437	(826,646)	63,081	0	0	0	52,320	
PARKS AND RECREATION (225)								
FUNDING SOURCES	2,301,028	2,008,354	1,949,542	2,324,428	(31,735)	2,292,693	2,133,853	93.07%
EXPENDITURES	2,094,319	2,016,338	1,984,875	2,324,428	(31,735)	2,292,693	2,280,754	99.48%
Excess Funding Sources over Expenditures	206,709	(7,984)	(35,333)	0	0	0	(146,901)	
INSURANCE PREMIUM FUND (230)								
FUNDING SOURCES	360,734	6,829,086	320,612	4,518,236	339,065	4,857,301	7,465,759	153.70%
EXPENDITURES								
DEVELOPMENT SERVICES CENTER	150,114	146,848	137,316	162,707	0	162,707	156,000	95.88%
GIS/MAPPING	0	0	0	207,646	0	207,646	198,340	95.52%
ANIMAL CONTROL	0	0	0	280,430	0	280,430	256,013	91.29%
ROADS AND BRIDGES	1,835,785	1,612,946	1,476,832	1,749,960	339,065	2,089,025	1,728,873	82.76%
STORMWATER MGT ENGINEERING	184,587	186,831	180,075	271,448	0	271,448	218,174	80.37%
ENGINEERING DEVELOPMENT SERVIC	240,066	235,528	231,880	211,938	0	211,938	196,474	92.70%
ENGINEERING	413,163	436,626	401,235	373,422	0	373,422	355,886	95.30%
CONSERVATION ADMINISTRATION	46,128	45,999	43,305	47,554	0	47,554	46,039	96.81%
FOREST RESOURCES CONSERVATION	14,825	4,942	3,706	11,119	0	11,119	11,119	100.00%
BUILDING INSPECTIONS	427,028	375,633	364,764	352,568	0	352,568	348,290	98.79%
PLANNING AND ZONING	541,338	552,790	484,045	483,898	0	483,898	462,822	95.64%
CODE ENFORCEMENT	391,053	480,497	469,850	365,545	0	365,545	359,978	98.48%



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INTERFUND TRANSFERS	693,869	262,500	262,500	0	0	0	300,000	0.00%
EXPENDITURES	4,937,956	4,341,141	4,055,509	4,518,236	339,065	4,857,301	4,638,008	95.49%
Excess Funding Sources over Expenditures	(4,577,223)	2,487,945	(3,734,897)	0	0	0	2,827,751	
TRANSPORTATION FUND (240)								
FUNDING SOURCES	757,488	500,009	470,010	905,334	33,249	938,583	715,799	76.26%
EXPENDITURES								
5311 TRANSPORTATION PROGRAM	394,199	493,618	463,186	492,678	13,782	506,460	496,159	97.97%
ARRA - CATS 5307	248,850	1,211	1,211	191,428	0	191,428	0	0.00%
5311 ARRA GRANT	126,725	6,172	5,522	48,000	0	48,000	48,735	101.53%
CANTON SHUTTLE	78,869	97,371	92,666	90,728	19,467	110,195	88,765	80.55%
266 TRANSPORATION GRANT	0	68,245	68,245	82,500	0	82,500	82,140	99.56%
EXPENDITURES	916,097	666,617	630,830	905,334	33,249	938,583	715,799	76.26%
Excess Funding Sources over Expenditures	(158,609)	(166,608)	(160,820)	0	0	0	0	
MULTIPLE GRANT FUND (250)								
FUNDING SOURCES	751,297	1,342,659	1,308,914	298,074	126,599	424,673	453,234	106.73%
EXPENDITURES								
ACCG INTERNSHIP PROGRAM	1,257	351	2,693	0	0	0	0	0.00%
AMER SOCIETY FOR THE PROTECTION	0	0	0	0	6,500	6,500	6,500	100.00%
BULLET PROOF VEST GRANT 2010	0	5,072	5,072	0	0	0	0	0.00%
BULLET PROOF VEST GRANT 2011	0	0	0	0	2,250	2,250	2,250	100.00%
CITIZENS CORP PROGRAM	0	6,975	6,905	0	2,434	2,434	2,434	100.00%
CITIZENS CORP PROGRAM	0	0	0	0	9,000	9,000	3,516	39.07%
DUI/DRUG COURT GRANT 2007	29,710	23,249	15,953	28,434	0	28,434	23,922	84.13%
JUDICIAL COUNCIL OF GA DUI GRANT	19,626	18,063	18,063	19,580	4,895	24,475	28,232	115.35%
EAID GRANT PROGRAM	0	0	0	0	704	704	686	97.44%
ENERGY EFFICIENCY & CONSERVATION GR	115,099	1,161,981	1,009,137	0	0	0	0	0.00%
CHEROKEE FAMILY FOCUS	24,076	41,693	35,707	22,000	11,000	33,000	26,815	81.26%
GEMA HAZMAT GRANT	4,382	500	500	0	15,000	15,000	0	0.00%
HEAT GRANT	77,603	(935)	0	0	0	0	0	0.00%
HAZARD MITIGATION GRANT 2012	0	0	0	0	23,507	23,507	0	0.00%
STATE & LOCAL OVERTIME ASSISTANCE	12,476	13,136	12,235	14,185	0	14,185	13,003	91.67%
JUSTICE ASSISTANCE GRANT (JAG)	0	0	0	0	10,624	10,624	0	0.00%
SOLICITORS OFFICE JUSTICE ADMIN GRA	30,872	(210)	80	0	0	0	0	0.00%
POS JUVENILE OFFENDERS PROGRAM	600	5,525	4,225	0	0	0	0	0.00%
2010 PARTNERSHIP PERFORMANCE AGREEM	3,840	21,752	26,006	0	0	0	0	0.00%
2011 PARTNERSHIP PERFORMANCE AGREE	0	9,572	5,400	12,763	0	12,763	12,763	100.00%
2012 PERFORMANCE PARTNERSHIP AGREEM	0	0	0	0	0	0	7,363	0.00%
JUVENILE COURT PSYCH EVAL GRANT	0	5,000	3,500	6,500	0	6,500	6,200	95.38%
RECOVERY ACT JUSTICE ASST GRANT	20,078	1,798	2,397	0	0	0	0	0.00%



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ARRA JAG COURTS SECURITY EQUIP	10,458	871	871	0	0	0	0	0.00%
ARRA JAG LABORATORY CONTRACT	20,133	21,180	21,180	0	0	0	0	0.00%
ARRA JAG VIDEO CONF EQUIPMENT	0	34,650	34,650	0	0	0	0	0.00%
ARRA JAG TRANSCRIPTION CONTRACT	13,611	20,720	20,720	0	10,686	10,686	8,722	81.62%
SAFE KIDS PROGRAM	0	0	0	0	25,000	25,000	7,515	30.06%
SCAAP GRANT	0	0	0	0	0	0	75,335	0.00%
STOP VAWA CJSI GRANT - DA	4,950	64,642	86,728	89,910	0	89,910	61,950	68.90%
STOP VIOLENCE AGAINST WOMEN ACT GRA	47,440	4,999	8,323	0	0	0	0	0.00%
VICTIM'S OF CRIME ACT	110,276	96,827	91,988	104,702	0	104,702	99,451	94.99%
NORTHSIDE WELLNESS GRANT	0	0	0	0	5,000	5,000	0	0.00%
EXPENDITURES	976,433	1,557,411	1,412,333	298,074	126,599	424,673	386,656	91.05%
Excess Funding Sources over Expenditures	(225,137)	(214,752)	(103,419)	0	0	0	66,577	
COMMUNITY DEVELOPMENT (251)								
FUNDING SOURCES	174,741	490,682	490,681	2,092,046	0	2,092,046	1,188,255	56.80%
EXPENDITURES								
SENIOR CENTER SPLOST V	0	0	0	0	600,000	600,000	733,582	122.26%
UNASSIGNED PROJECTS	0	0	32	698,640	(155,408)	543,232	(4,485)	-0.83%
ANNA CRAWFORD CRILDRENS CENTER	0	10,044	10,044	0	0	0	0	0.00%
ANNA CRAWFORD CHILDRENS CENTER	0	13,219	13,219	0	0	0	0	0.00%
MALON D MIMMS BOYS & GIRLS CLUB	5,464	12,536	0	36,000	0	36,000	18,000	50.00%
BALL GROUND SENIOR CENTER	0	85,178	85,178	0	0	0	0	0.00%
COMMUNITY DEVELOPMENT BLOCK GRANT	93,775	95,498	93,665	87,824	0	87,824	102,967	117.24%
CHEROKEE DAY TRAINING CENTER	0	218,206	218,206	0	0	0	0	0.00%
CHEROKEE FAMILY VIOLENCE CENTER	18,028	20,423	12,471	0	0	0	17,478	0.00%
CANTON PUBLIC FACILITIES PROJECT	0	10,000	0	0	0	0	13,518	0.00%
HOLLY SPRINGS PUBLIC FACILITY PROJE	0	0	0	201,866	0	201,866	0	0.00%
WOODSTOCK PUBLIC FACILITIES PROJECT	0	45,156	45,156	0	0	0	0	0.00%
HOME FUNDS GRANT	155,177	257,168	179,305	420,520	0	420,520	142,070	33.78%
MUST MINISTRIES PUBLIC SVC PROJECT	0	187	187	0	0	0	0	0.00%
MUST MINISTRIES PROPERTY PURCHASE	0	0	0	0	155,408	155,408	155,408	100.00%
NORTH GEORGIA ANGEL HOUSE	0	0	0	47,196	0	47,196	0	0.00%
SENIOR CTR PUBLIC FACILITY PROJECT	0	48,679	0	600,000	(600,000)	0	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	297,366	862,036	703,203	2,092,046	0	2,092,046	1,182,822	56.54%
Excess Funding Sources over Expenditures	(122,625)	(371,354)	(212,521)	0	0	0	5,433	
ANIMAL SERVICES FUND (252)								
FUNDING SOURCES	687,958	666,591	666,591	751,619	0	751,619	720,910	95.91%
EXPENDITURES	671,187	701,606	660,863	751,619	0	751,619	688,365	91.58%
Excess Funding Sources over Expenditures	16,771	(35,015)	5,728	0	0	0	32,545	



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DA's CONDEMNATION FUND (254)								
FUNDING SOURCES	17,877	10,832	10,832	30,000	0	30,000	9,146	30.49%
EXPENDITURES	5,226	1,729	1,729	30,000	0	30,000	3,176	10.59%
Excess Funding Sources over Expenditures	12,651	9,103	9,103	0	0	0	5,970	
DRUG ABUSE AND TREATMENT FUND (255)								
FUNDING SOURCES	102,550	125,574	111,773	126,965	15,000	141,965	105,254	74.14%
EXPENDITURES	75,778	75,750	75,750	126,965	15,000	141,965	84,111	59.25%
Excess Funding Sources over Expenditures	26,772	49,824	36,023	0	0	0	21,143	
VICTIM/WITNESS FUND (256)								
FUNDING SOURCES	117,646	148,637	132,877	158,445	0	158,445	152,530	96.27%
EXPENDITURES	146,987	149,391	136,890	158,445	0	158,445	150,448	94.95%
Excess Funding Sources over Expenditures	(29,341)	(754)	(4,013)	0	0	0	2,083	
DUI COURT FUND (257)								
FUNDING SOURCES	237,511	254,875	254,875	258,430	38,140	296,570	412,132	138.97%
EXPENDITURES	217,876	267,022	237,439	258,430	38,140	296,570	327,608	110.47%
Excess Funding Sources over Expenditures	19,635	(12,147)	17,436	0	0	0	84,525	
DRUG ACCOUNTABILITY COURT (258)								
Excess Funding Sources over Expenditures	0	0	0	0	0	0	0	
FIRE ADMINISTRATION FUND (270)								
FUNDING SOURCES	2,974,191	4,503,264	2,885,363	13,193,864	27,078	13,220,942	3,278,335	24.80%
EXPENDITURES								
FIRE ADMINISTRATION	787,354	1,039,024	939,936	870,325	0	870,325	729,374	83.80%
FIRE MARSHALL	322,699	372,067	330,779	312,457	0	312,457	276,320	88.43%
FIRE FIGHTING	10,377,422	11,598,839	10,746,412	11,255,470	27,078	11,282,548	10,548,080	93.49%
FIRE PREVENTION	139,506	102,775	94,038	108,235	0	108,235	109,321	101.00%
FIRE TRAINING	504,787	561,607	483,053	647,377	0	647,377	464,957	71.82%
EXPENDITURES	12,131,768	13,674,312	12,594,218	13,193,864	27,078	13,220,942	12,128,052	91.73%
Excess Funding Sources over Expenditures	(9,157,576)	(9,171,048)	(9,708,855)	0	0	0	(8,849,717)	
JAIL FUND (271)								
FUNDING SOURCES	277,337	323,753	287,852	844,500	151,539	996,039	300,498	30.17%
EXPENDITURES	359,133	754,549	670,117	844,500	151,539	996,039	935,104	93.88%
Excess Funding Sources over Expenditures	(81,796)	(430,796)	(382,265)	0	0	0	(634,607)	
SHERIFF'S COMMISSARY FUND (272)								
FUNDING SOURCES	0	106,522	106,522	225,045	0	225,045	185,168	82.28%
EXPENDITURES	0	141,247	124,374	225,045	0	225,045	165,846	73.69%
Excess Funding Sources over Expenditures	0	(34,725)	(17,852)	0	0	0	19,322	
CONFISCATED ASSETS FUND (273)								
FUNDING SOURCES	0	78,647	78,647	75,270	0	75,270	85,799	113.99%



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EXPENDITURES	0	219,686	219,704	75,270	0	75,270	188,206	250.04%
Excess Funding Sources over Expenditures	0	(141,039)	(141,057)	0	0	0	(102,407)	
HOTEL/ MOTEL TAX FUND (275)								
FUNDING SOURCES	64,122	87,188	80,188	88,850	0	88,850	107,240	120.70%
EXPENDITURES	67,039	85,188	82,688	88,850	0	88,850	107,240	120.70%
Excess Funding Sources over Expenditures	(2,917)	2,000	(2,500)	0	0	0	0	
IMPACT FEE FUND (295)								
FUNDING SOURCES	89,335	104,551	104,551	0	100,000	100,000	373,650	373.65%
EXPENDITURES								
LIBRARY	134,672	0	0	0	100,000	100,000	100,000	100.00%
EXPENDITURES	134,672	0	0	0	100,000	100,000	100,000	100.00%
Excess Funding Sources over Expenditures	(45,337)	104,551	104,551	0	0	0	273,650	
RECREATION CAPITAL CONSTRUCTIO (310)								
FUNDING SOURCES	10,781,377	13,444	13,444	15,000,000	108,000	15,108,000	11,518,415	76.24%
EXPENDITURES								
PARKS & RECREATION BOND	0	0	0	0	0	0	1,550	0.00%
2010 PARKS G.O. BONDS	134,204	30	30	0	0	0	0	0.00%
2012 G O BOND	0	0	0	0	108,000	108,000	113,975	105.53%
UNASSIGNED PROJECTS	0	0	0	4,612,789	0	4,612,789	0	0.00%
PARKS ENGINEERING/OPERATIONS	118,315	169,994	159,052	228,798	0	228,798	203,855	89.10%
PARK EQUIPMENT	92,814	77,967	32,221	0	0	0	126,692	0.00%
PARKS - CITY CLUB	3,900	40,850	36,207	408,414	0	408,414	13,123	3.21%
CLINE PARK	0	357	357	0	0	0	0	0.00%
PATRIOT'S PK -KELLOGG CK/VICTORY DR	46,513	57,132	54,743	0	0	0	27,451	0.00%
SOCCER COMPLEX	1,267,929	886,116	800,946	850,000	0	850,000	863,470	101.58%
CANTON PARK ALONG THE ETOWAH	78,975	41,628	41,628	0	0	0	203,948	0.00%
HIGHWAY 20 - EAST PARK	5,150	217,174	126,286	0	0	0	3,565	0.00%
DUNN PROPERTY - SW PARK	386	262,785	(13,011)	0	0	0	240	0.00%
BLANKET CREEK	321,381	9,117	9,117	650,000	0	650,000	207,967	31.99%
AQUATIC CENTER	24,874	564,248	553,004	8,250,000	0	8,250,000	7,276,274	88.20%
GREENSPACE	1,512,067	6,026	5,993	0	0	0	0	0.00%
HOLLY SPRINGS PARK	0	3,549	3,549	0	0	0	116	0.00%
WOODSTOCK GREENPRINTGS	27,614	224,303	60,981	0	0	0	11,777	0.00%
WALESKA PARK	0	7,265	7,265	0	0	0	6,922	0.00%
WILLOUGHBY SEWELL PROPERTY	0	5,606	5,606	0	0	0	0	0.00%
WALESKA- CITY	0	1,868	15	0	0	0	90	0.00%
OLD DOSS PROPERTY	0	462,169	461,589	0	0	0	0	0.00%
BALL GROUND PARK	0	14,353	12,216	0	0	0	11,220	0.00%
BUFFINGTON PARK RENOVATION	0	4,675	4,675	0	0	0	0	0.00%



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HOBGOOD PARK RENOVATIONS	221,482	877,204	779,432	0	0	0	545,378	0.00%
LIGHTING SYSTEM UPGRADES	0	0	0	0	0	0	4	0.00%
SEQUOYAH PARK	0	445,354	444,990	0	0	0	5,821	0.00%
RECREATION CENTER	0	0	0	0	0	0	4,161	0.00%
KENNY ASKEW PARK	0	19,813	0	0	0	0	8,812	0.00%
BARNETT PARK	0	0	0	0	0	0	4	0.00%
WEATHERBY PARK	0	0	0	0	0	0	2,849	0.00%
DWIGHT TERRY PARK	0	0	0	0	0	0	4	0.00%
PRIEST ROAD MASTER PLANNING	0	182	182	0	0	0	0	0.00%
CITY OF NELSON	0	8,578	8,578	0	0	0	5,962	0.00%
EXPENDITURES	4,044,341	4,408,346	3,595,652	15,000,000	108,000	15,108,000	9,645,229	63.84%
Excess Funding Sources over Expenditures	6,737,035	(4,394,902)	(3,582,209)	0	0	0	1,873,186	
SPLOST IV (321)								
FUNDING SOURCES	2,313	407	407	0	0	0	0	0.00%
EXPENDITURES								
GREENSPACE SPLOST IV	11,163	1,225,127	923	0	0	0	0	0.00%
ADMINISTRATION/ENGINEERING	1,421	50	50	0	0	0	0	0.00%
EXPENDITURES	12,583	1,225,176	973	0	0	0	0	0.00%
Excess Funding Sources over Expenditures	(10,270)	(1,224,769)	(566)	0	0	0	0	
SPLOST V (322)								
FUNDING SOURCES	22,024,097	23,562,786	23,566,709	24,630,323	(2,701,391)	21,928,932	17,029,367	77.66%
EXPENDITURES								
COMMUNITY CENTERS	59,727	2,966	2,966	0	0	0	0	0.00%
TRANSFER FOR DEBT SERVICE PAYMENTS	3,125,000	3,125,000	3,125,000	3,132,088	0	3,132,088	1,817,524	58.03%
LIBRARY SPLOST V	200,000	100,000	100,000	1,950,000	0	1,950,000	184,103	9.44%
PARKS & RECREATION SPLOST V	1,037,214	875,822	875,822	5,148,406	0	5,148,406	15,686	0.30%
CITY DISTRIBUTION	4,819,681	5,508,966	4,948,507	4,328,898	(632,640)	3,696,258	3,409,828	92.25%
ADMIN/ACCOUNTING	46,510	51,735	47,631	52,815	0	52,815	0	0.00%
ADMINISTRATION/ENGINEERING	124,714	182,080	174,804	243,435	29,000	272,435	0	0.00%
ROADS & BRIDGES	561,410	833,779	960,621	1,298,529	(69,441)	1,229,088	0	0.00%
ROAD PROJECTS	4,484,005	4,722,528	4,307,652	2,050,722	(626,000)	1,424,722	1,567,772	110.04%
TRIPP ROAD OVER MILL CREEK	0	13,290	13,100	0	0	0	0	0.00%
WILEY BRIDGE ROAD	0	0	0	0	0	0	3,889	0.00%
R&B ANNUAL STORM DRAINAGE IMPROV	17,118	0	0	30,000	(27,360)	2,640	0	0.00%
SIGN INVENTORY	0	0	0	40,000	0	40,000	11,564	28.91%
2008 LARP	0	78	0	0	0	0	0	0.00%
ADMINISTRATION BUILDING	836,862	721,517	592,760	0	0	0	318,307	0.00%
FIRE - SPLOST V	1,402,424	102,734	96,375	3,340,135	0	3,340,135	637,475	19.09%
COMMUNICATIONS	309,955	175,569	147,287	400,000	0	400,000	168,533	42.13%



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LAW ENFORCEMENT	928,705	9,853	9,853	1,898,102	(1,374,950)	523,152	735	0.14%
SHERIFF VEHICLES	0	228,045	228,045	0	0	0	0	0.00%
SENIOR CENTER SPLOST V	0	0	0	450,000	0	450,000	268,062	59.57%
AIRPORT SPLOST V	3,558,195	2,688,901	2,688,901	267,193	0	267,193	1,547,384	579.13%
PATRIOT'S PK -KELLOGG CK/VICTORY DR	1,286	9,234	9,251	0	0	0	23,195	0.00%
AQUATIC CENTER	0	0	0	0	0	0	2,100,000	0.00%
HOBGOOD PARK RENOVATIONS	0	0	0	0	0	0	4	0.00%
CHEROKEE MILLS LAKE ALLATOONA	0	0	0	0	0	0	23	0.00%
EXPENDITURES	22,236,570	19,352,096	18,328,575	24,630,323	(2,701,391)	21,928,932	12,074,081	55.06%
Excess Funding Sources over Expenditures	(212,472)	4,210,690	5,238,134	0	0	0	4,955,286	
SPLOST 2012 (323)								
FUNDING SOURCES	0	0	0	1,915,844	2,362,326	4,278,170	7,688,567	179.72%
EXPENDITURES	0	0	0	1,915,844	2,362,326	4,278,170	5,764,294	134.74%
Excess Funding Sources over Expenditures	0	0	0	0	0	0	1,924,274	
RESOURCE RECOVERY DEVELOPMT (375)								
FUNDING SOURCES	0	154,989	154,989	608,171	304,374	912,545	912,544	100.00%
EXPENDITURES	0	1,170,109	1,068,747	608,171	304,374	912,545	1,231,832	134.99%
Excess Funding Sources over Expenditures	0	(1,015,120)	(913,758)	0	0	0	(319,287)	
DEBT SERVICE (410)								
FUNDING SOURCES	6,874,911	7,461,179	6,964,380	4,375,382	1,500	4,376,882	3,830,060	87.51%
EXPENDITURES	4,255,721	5,297,768	5,407,269	4,375,382	1,500	4,376,882	4,377,991	100.03%
Excess Funding Sources over Expenditures	2,619,190	2,163,411	1,557,112	0	0	0	(547,932)	
CONFERENCE CENTER (555)								
FUNDING SOURCES	181,916	238,593	234,119	271,253	0	271,253	351,860	129.72%
EXPENDITURES	158,974	241,939	219,915	271,253	0	271,253	264,837	97.63%
Excess Funding Sources over Expenditures	22,942	(3,346)	14,204	0	0	0	87,023	
EMERGENCY MEDICAL SERVICES (580)								
FUNDING SOURCES	6,082,632	5,236,438	5,236,438	4,928,354	113,490	5,041,844	5,970,232	118.41%
EXPENDITURES	4,355,030	5,074,524	4,643,436	4,928,354	113,490	5,041,844	5,619,513	111.46%
Excess Funding Sources over Expenditures	1,727,602	161,914	593,001	0	0	0	350,719	
INSURANCE AND BENEFITS FUND (605)								
FUNDING SOURCES	6,422,992	7,995,545	7,948,395	7,503,018	0	7,503,018	7,973,418	106.27%
EXPENDITURES	7,437,319	7,237,954	7,114,483	7,503,018	0	7,503,018	7,360,249	98.10%
Excess Funding Sources over Expenditures	(1,014,327)	757,591	833,912	0	0	0	613,169	
FLEET MAINTENANCE FUND (610)								
FUNDING SOURCES	970,207	1,008,605	1,008,604	1,154,090	49,000	1,203,090	1,081,624	89.90%
EXPENDITURES	1,063,607	1,136,404	974,071	1,154,090	49,000	1,203,090	1,077,256	89.54%
Excess Funding Sources over Expenditures	(93,400)	(127,799)	34,533	0	0	0	34,368	



**Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 9/30/2012**

Printed 1.3.13

	Actual as of 9/30/2010	2011 ACT (75%)	Actual as of 9/30/2011	2012 Original Budget	Budget Adjustments	2012 Revised Budget	Actual as of 9/30/2012	% of Budget
TOTAL FUNDING SOURCES	81,673,592	86,090,604	70,693,658	132,318,775	1,430,156	133,748,931	93,637,559	70.01%
TOTAL EXPENDITURES	112,448,394	116,158,185	105,908,555	132,318,775	1,430,156	133,748,931	116,569,948	87.16%
TOTAL EXCESS FUNDING SOURCES OVER EXPENDITURES	(30,774,802)	(30,067,582)	(35,214,897)	0	0	0	(22,932,390)	

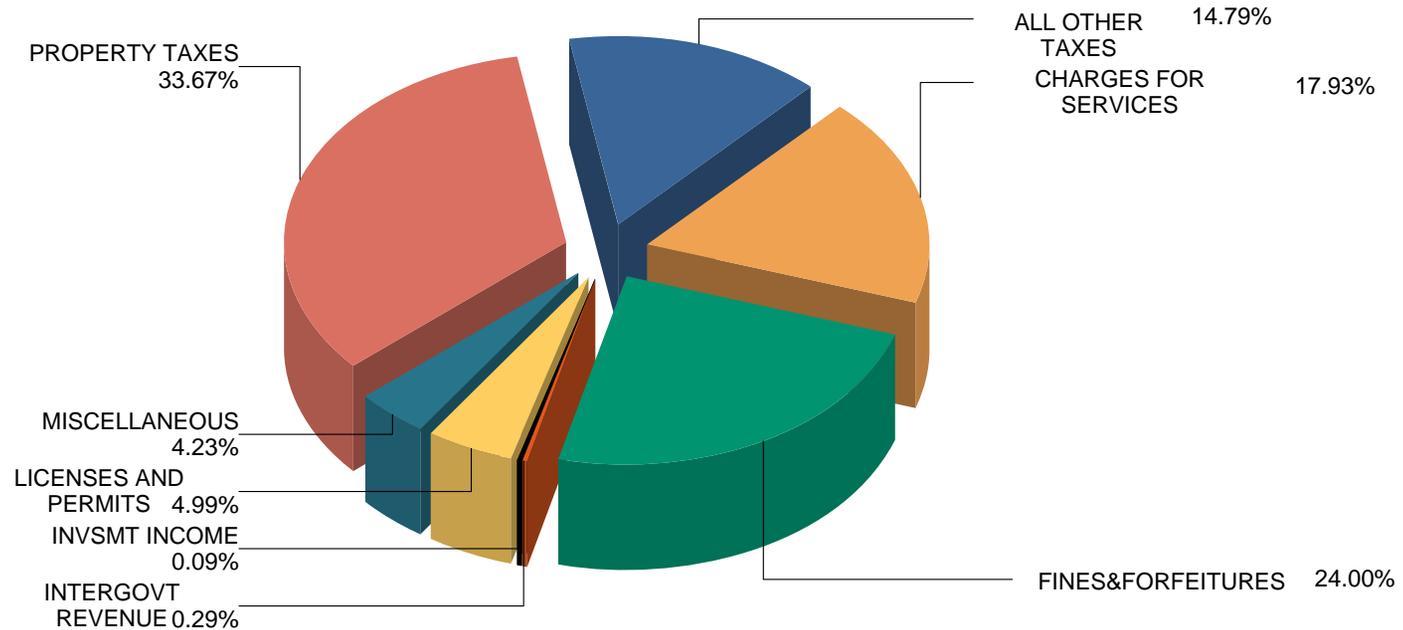


Cherokee County Board of Commissioners Budget Comparison Report - General Fund - By Department 100.00% of year lapsed

Printed 1.3.13

	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	4,534,193	55.16 %	7,070,205	0	7,070,205	5,110,348	72.28 %
ALL OTHER TAXES	1,766,178	1,372,178	77.69 %	1,746,800	0	1,746,800	2,245,243	128.53 %
LICENSES AND PERMITS	822,527	820,892	99.80 %	766,600	0	766,600	757,354	98.79 %
INTERGOVERNMENTAL RE	82,611	82,611	100.00 %	42,000	0	42,000	43,493	103.55 %
CHARGES FOR SERVICES	3,142,570	2,286,619	72.76 %	2,523,750	0	2,523,750	2,721,301	107.83 %
FINES AND FORFEITURE	3,704,266	3,308,466	89.32 %	3,661,100	45,000	3,706,100	3,641,951	98.27 %
INVESTMENT INCOME	13,926	13,926	100.00 %	4,500	0	4,500	13,720	304.89 %
MISCELLANEOUS	632,178	563,018	89.06 %	494,725	37,644	532,369	642,564	120.70 %
TOTAL EXT GEN REC REVENUES	18,384,676	12,981,901	70.61 %	16,309,680	82,644	16,392,324	15,175,975	92.58 %

General Fund Revenues By Source



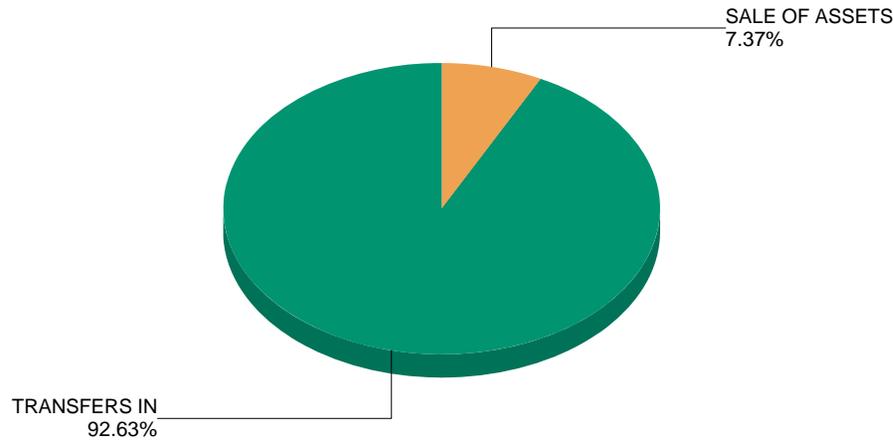


**Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
100.00% of year lapsed**

Printed 1.3.13

	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	354,733	459.30 %
SALE OF ASSETS	1,549,407	49,407	3.19 %	0	0	0	28,221	0.00 %
TOTAL OTHER FINANCE SOURCES	1,549,407	49,407	3.19 %	77,233	0	77,233	382,953	495.84 %

General Fund Other Financing Sources



TOTAL INFLOWS	19,934,083	13,031,308	65.37 %	16,386,913	82,644	16,469,557	15,558,928	94.47 %
USE OF RESERVES								
USE OF RESERVES	0	0	0.00 %	25,419,651	304,374	25,724,025	0	0.00 %
TOTAL USE OF RESERVES	0	0	0.00 %	25,419,651	304,374	25,724,025	0	0.00 %
TOTAL FUNDING SOURCES	19,934,083	13,031,308	65.37 %	41,806,564	387,018	42,193,582	15,558,928	36.88%



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
100.00% of year lapsed

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	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	170,881	94.25 %	180,911	0	180,911	184,509	101.99%
COUNTY CLERK	95,840	89,011	92.87 %	62,520	0	62,520	55,683	89.06%
COUNTY MANAGER	214,946	203,023	94.45 %	204,981	0	204,981	193,921	94.60%
ELECTIONS	323,219	277,633	85.90 %	572,046	0	572,046	555,985	97.19%
COUNTY ATTORNEY	302,619	302,399	99.93 %	243,750	0	243,750	471,959	193.62%
HUMAN RESOURCES	185,666	176,390	95.00 %	203,901	0	203,901	169,068	82.92%
TAX COMMISSIONER	1,104,158	1,012,481	91.70 %	1,137,662	0	1,137,662	1,083,886	95.27%
TAX ASSESSOR	1,180,436	1,110,943	94.11 %	1,213,434	0	1,213,434	1,192,829	98.30%
GENERAL ADMINISTRATION	68,512	58,248	85.02 %	19,593	0	19,593	38,448	196.23%
PRINTING AND COPY CENTER	97,872	90,238	92.20 %	87,903	0	87,903	91,155	103.70%
CORONER	83,200	72,672	87.35 %	77,127	0	77,127	81,345	105.47%
HEALTH AND HUMAN SERVICES	304,034	273,068	89.81 %	245,668	0	245,668	196,150	79.84%
COUNTY EXTENSION SERVICES	58,005	56,646	97.66 %	65,512	0	65,512	66,386	101.33%
GENERAL SERVICES	4,199,811	3,893,635	92.71 %	4,315,009	0	4,315,009	4,381,324	101.54 %
CULTURAL AFFAIRS								
CHILDREN & YOUTH SERVICES	33,369	32,838	98.41 %	33,425	0	33,425	32,296	96.62%
LIBRARY ADMINISTRATION	1,518,383	1,366,545	90.00 %	1,366,545	0	1,366,545	1,366,545	100.00%
CHEROKEE ARTS CENTER	33,333	30,000	90.00 %	30,000	0	30,000	30,000	100.00%
HISTORICAL SOCIETY	23,638	21,371	90.41 %	21,680	0	21,680	20,692	95.45%
VETERANS ADMINISTRATION	4,002	3,663	91.52 %	3,960	0	3,960	3,249	82.05%
CULTURAL AFFAIRS	1,612,726	1,454,416	90.18 %	1,455,610	0	1,455,610	1,452,783	99.81 %
SUPPORT SERVICES								
FINANCE	429,808	410,330	95.47 %	430,776	0	430,776	410,341	95.26%
PURCHASING	139,874	129,901	92.87 %	145,362	0	145,362	139,668	96.08%
INFORMATION TECHNOLOGY SYSTEMS	1,025,895	979,366	95.46 %	1,138,813	0	1,138,813	1,102,735	96.83%
SUPPORT SERVICES	1,595,578	1,519,597	95.24 %	1,714,951	0	1,714,951	1,652,744	96.37 %
JUDICIAL SERVICES								
COURT ADMINISTRATIVE SERVICES	407,452	379,370	93.11 %	498,304	0	498,304	413,777	83.04%
SUPERIOR COURT	517,475	472,875	91.38 %	524,807	0	524,807	522,202	99.50%
SUPERIOR COURT PRE-TRIAL SERV	68,301	63,530	93.01 %	107,639	0	107,639	129,765	120.56%
INDIGENT DEFENSE	1,236,655	1,164,697	94.18 %	1,308,282	0	1,308,282	1,245,624	95.21%
CLERK OF SUPERIOR COURT	2,123,182	1,998,516	94.13 %	2,110,686	0	2,110,686	2,075,615	98.34%
BOARD OF EQUALIZATION	10,711	10,763	100.49 %	18,861	0	18,861	13,365	70.86%
CLERK OF COURT - TECH	0	0	0.00 %	0	25,000	25,000	33,566	134.27%
DISTRICT ATTORNEY	1,234,360	1,130,322	91.57 %	1,184,166	0	1,184,166	1,093,707	92.36%
STATE COURT	480,152	450,046	93.73 %	493,488	0	493,488	495,603	100.43%



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
100.00% of year lapsed

Printed 1.3.13

	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 SOLICITOR	978,750	921,834	94.18 %	990,470	0	990,470	960,661	96.99%
MAGISTRATE COURT	221,989	209,819	94.52 %	228,183	0	228,183	219,246	96.08%
PROBATE COURT	417,652	394,568	94.47 %	443,760	0	443,760	434,312	97.87%
JUVENILE COURT	558,407	509,571	91.25 %	584,270	0	584,270	609,973	104.40%
ADULT PROBATION AND PAROLE	7,500	7,500	100.00 %	0	0	0	0	0.00%
JUDICIAL SERVICES	8,262,587	7,713,410	93.35 %	8,492,916	25,000	8,517,916	8,247,417	96.82 %
LAW ENFORCEMENT								
VICE CONTROL	500,386	476,424	95.21 %	534,817	(5,512)	529,305	485,791	91.78%
LAW ENFORCEMENT ADMINISTRATION	2,153,462	1,929,014	89.58 %	2,036,327	(5,000)	2,031,327	1,879,164	92.51%
CRIME AND INVESTIGATION	1,502,584	1,397,291	92.99 %	1,510,632	(50,000)	1,460,632	1,423,198	97.44%
MAJOR CRIMES UNIT	402,992	379,382	94.14 %	419,251	0	419,251	412,080	98.29%
UNIFORM PATROL	5,356,677	4,968,832	92.76 %	5,461,370	(67,763)	5,393,607	5,370,735	99.58%
SHERIFF TRAINING DIVISION	380,311	352,719	92.74 %	436,499	(15,000)	421,499	426,104	101.09%
SPECIAL DETAIL SERVICES	112,430	111,417	99.10 %	112,611	816	113,427	94,147	83.00%
COURT SERVICES	1,895,112	1,781,778	94.02 %	2,021,104	(5,000)	2,016,104	1,959,473	97.19%
SHERIFF INTERNAL AFFAIRS	81,832	76,171	93.08 %	80,898	0	80,898	84,919	104.97%
SHERIFF CROSSING GUARDS	138,847	122,665	88.35 %	125,394	0	125,394	140,285	111.88%
ADULT CORRECTIONAL INSTITUTE	7,195,045	6,586,625	91.54 %	7,233,113	(215,000)	7,018,113	6,751,765	96.20%
EMERGENCY MANAGEMENT	168,289	150,074	89.18 %	176,299	(4,000)	172,299	218,658	126.91%
LAW ENFORCEMENT	19,887,966	18,332,392	92.18 %	20,148,315	(366,460)	19,781,855	19,246,319	97.29 %
COUNTY MARSHAL								
ANIMAL CONTROL	216,771	193,071	89.07 %	0	0	0	0	0.00%
COUNTY MARSHAL	216,771	193,071	89.07 %	0	0	0	0	0.00 %
COMMUNITY DEVELOPMENT								
GEOGRAPHICAL INFORMATION SYSTE	220,611	210,849	95.57 %	0	0	0	0	0.00%
COMMUNITY DEVELOPMENT	220,611	210,849	95.57 %	0	0	0	0	0.00 %
PUBLIC WORKS								
PROPERTY MANAGEMENT	766,202	706,423	92.20 %	765,147	676	765,823	749,288	97.84%
LANDFILL CLOSURE/POSTCLOSURE	121,830	121,733	99.92 %	119,250	0	119,250	102,500	85.95%
PUBLIC WORKS	888,032	828,156	93.26 %	884,397	676	885,073	851,788	96.24 %
COMMUNITY SERVICES								
COMMUNITY SERVICES AGENCY	76,778	88,238	114.93 %	0	0	0	0	0.00%
RECYCLABLES COLLECTION	113,261	104,527	92.29 %	114,006	0	114,006	118,240	103.71%
COMMUNITY SERVICES	190,039	192,764	101.43 %	114,006	0	114,006	118,240	103.71 %
INTERFUND TRANSFERS								
TRANSFER TO SENIOR SERVICES	441,641	441,641	100.00 %	385,225	0	385,225	385,225	100.00%
TRANSFER TO RECREATION FUND	548,017	548,017	100.00 %	551,442	0	551,442	551,442	100.00%



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
100.00% of year lapsed

Printed 1.3.13

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TRANSFER TO TRANSPORTATION	0	0	0.00 %	149,128	0	149,128	163,215	109.45%
TRANSFERS TO GRANT FUND	5,519	5,519	100.00 %	39,154	0	39,154	35,181	89.85%
TRANSFERS TO ANIMAL SVC FUND	562,019	562,019	100.00 %	180,597	0	180,597	180,597	100.00%
TRANSFER TO PARKS BOND FUND	0	0	0.00 %	0	0	0	75,000	0.00%
TRANS TO RRDA FUND	0	0	0.00 %	608,171	304,374	912,545	912,544	100.00%
TRANSFER TO EMERGENCY MEDICAL	403,503	403,503	100.00 %	496,709	0	496,709	496,709	100.00%
INTERFUND TRANSFERS	1,960,699	1,960,699	100.00 %	2,410,426	304,374	2,714,800	2,799,913	103.14 %
CAPITAL EXPENDITURES	44,231	44,231	100.00 %	54,800	423,428	478,228	439,936	91.99 %
ECONOMIC DEVELOPMENT	753,550	(686,489)	(91.10)%	702,750	0	702,750	702,745	100.00 %
FLEX BENEFITS	4,239	4,239	100.00 %	15,443	0	15,443	8,289	53.67 %
WORKERS COMP/UTILITIES/OTHER ADMIN	1,667,811	1,558,234	93.43 %	1,497,941	0	1,497,941	1,261,583	84.22 %
TOTAL EXPENDITURES	41,504,652	37,219,204	89.67 %	41,806,564	387,018	42,193,582	41,163,081	97.56 %

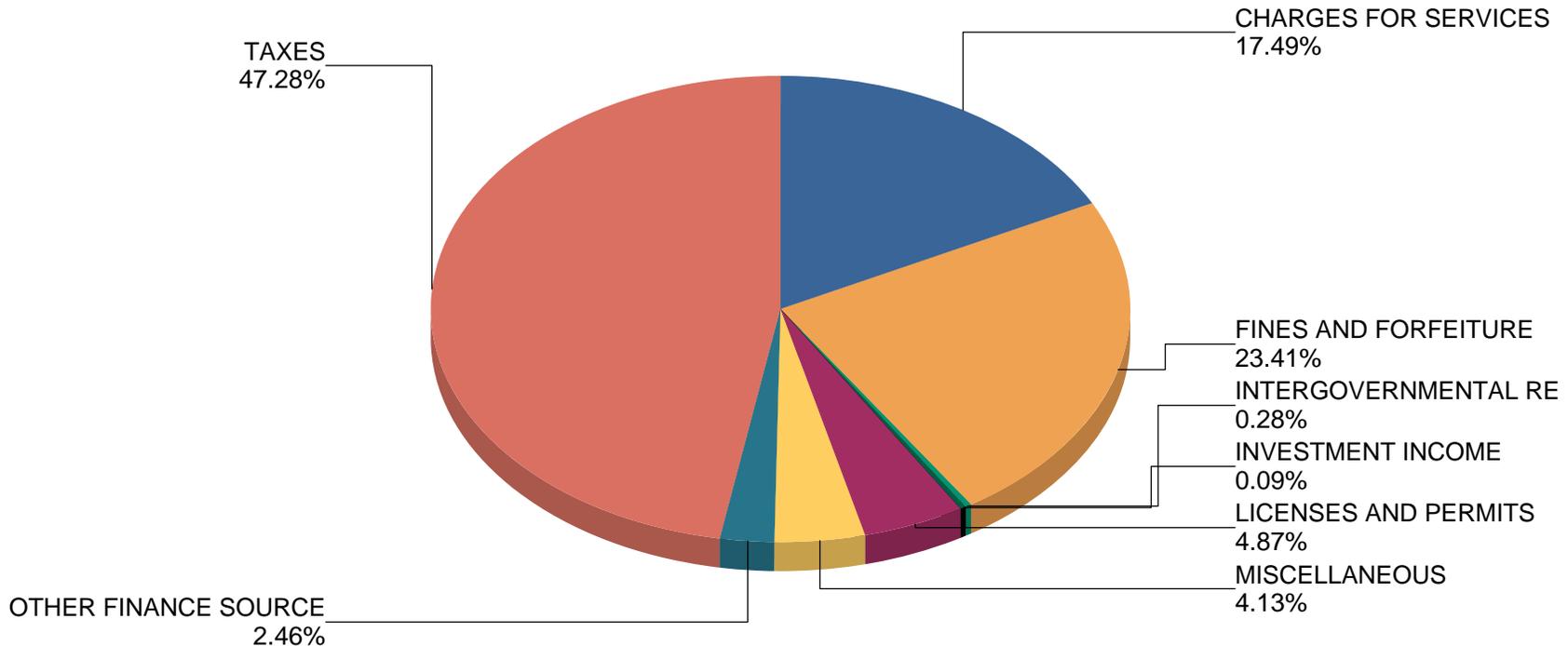


**Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Account
100.00% of year lapsed**

Printed 1.3.2013

		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	5,906,371	59.14 %	8,817,005	0	8,817,005	7,355,591	83.43 %
LICENSES AND PERMITS	32	822,527	820,892	99.80 %	766,600	0	766,600	757,354	98.79 %
INTERGOVERNMENTAL RE	33	82,611	82,611	100.00 %	42,000	0	42,000	43,493	103.55 %
CHARGES FOR SERVICES	34	3,142,570	2,286,619	72.76 %	2,523,750	0	2,523,750	2,721,301	107.83 %
FINES AND FORFEITURE	35	3,704,266	3,308,466	89.32 %	3,661,100	45,000	3,706,100	3,641,951	98.27 %
INVESTMENT INCOME	36	13,926	13,926	100.00 %	4,500	0	4,500	13,720	304.89 %
MISCELLANEOUS	38	632,178	563,018	89.06 %	494,725	37,644	532,369	642,564	120.70 %
USE OF RESERVES	389*	0	0	0.00 %	25,419,651	304,374	25,724,025	0	0.00 %
OTHER FINANCE SOURCE	39	1,549,407	49,407	3.19 %	77,233	0	77,233	382,953	495.84 %
TOTAL ALL FUNDING SOURCES		19,934,083	13,031,308	65.37 %	41,806,564	387,018	42,193,582	15,558,928	36.88 %

General Fund All Funding Sources





Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Account
100.00% of year lapsed

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		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	20,165,569	19,283,011	95.62 %	19,517,399	(186,000)	19,331,399	19,055,647	98.57 %
SALARIES/ SALARY SUPPLEMEN	511101	171,467	161,377	94.12 %	172,917	0	172,917	180,523	104.40 %
SALARIES/ COURT SERVICE	511102	19,137	18,862	98.56 %	22,500	0	22,500	33,433	148.59 %
WORKED HOLIDAY	511103	135,161	91,576	67.75 %	224,150	(100,000)	124,150	105,759	85.19 %
UNIFORM ALLOWANCE	511110	38,501	38,245	99.33 %	48,788	(7,000)	41,788	40,025	95.78 %
POLL WORKER	511113	29,024	0	0.00 %	160,000	0	160,000	168,917	105.57 %
PERFECT ATTENDANCE	511115	88,900	0	0.00 %	0	0	0	0	0.00 %
PART TIME/TEMP EMPLOYEES	511200	308,971	172,437	55.81 %	666,517	0	666,517	613,241	92.01 %
OVERTIME	511300	670,915	613,759	91.48 %	850,946	6,488	857,434	797,901	93.06 %
GROUP INSURANCE - HEALTH	512101	2,254,734	2,100,215	93.15 %	2,255,567	0	2,255,567	2,255,607	100.00 %
GROUP INSURANCE - LIFE	512102	56,493	52,751	93.38 %	50,305	0	50,305	50,558	100.50 %
GROUP INSURANCE - DENTAL	512103	114,299	106,884	93.51 %	109,150	0	109,150	109,685	100.49 %
GROUP INSURANCE-LONG TERM	512104	112,488	105,341	93.65 %	100,394	0	100,394	102,004	101.60 %
GROUP INSURANCE-SHORT TER	512105	16,665	15,741	94.45 %	15,411	0	15,411	15,399	99.92 %
SOCIAL SECURITY (FICA) CONT	512200	1,226,249	1,168,895	95.32 %	1,344,136	0	1,344,136	1,210,861	90.08 %
MEDICARE	512300	288,726	274,108	94.94 %	314,358	0	314,358	283,329	90.13 %
RETIREMENT CONTRIBUTION/40'	512402	17,743	13,523	76.22 %	15,753	0	15,753	15,321	97.26 %
DEFINED BENEFIT PLAN	512403	269	(20)	(7.28)%	1,219,404	0	1,219,404	0	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	14,436	76.36 %	28,292	0	28,292	13,014	46.00 %
WORKER'S COMP ADMIN FEES	512700	161,582	161,582	100.00 %	169,651	0	169,651	201,163	118.57 %
WORKERS COMP CLAIMS	512701	495,540	478,711	96.60 %	380,234	0	380,234	192,181	50.54 %
ERIP	512800	240,777	104,404	43.36 %	0	0	0	55,758	0.00 %
OTHER EMPLOYEE BENEFITS	512900	7,004	7,286	104.03 %	5,000	0	5,000	4,164	83.29 %
OFFICIAL/ADMINISTRATIVE	521100	1,161	1,161	100.00 %	0	0	0	0	0.00 %
OFFICIAL/ADMINISTRATIVE/JURY	521101	145,000	120,000	82.76 %	93,750	0	93,750	93,750	100.00 %
ADMINISTRATIVE/ WITNESS FEE	521102	4,080	4,012	98.33 %	8,500	0	8,500	6,231	73.30 %
PROFESSIONAL SERVICES	521200	875,654	837,325	95.62 %	854,881	8,000	862,881	1,001,829	116.10 %
PROF SVCS/BROKERS & REPOR	521201	246,345	213,201	86.55 %	215,997	0	215,997	234,070	108.37 %
PROFESSIONAL/COURT INTERPF	521203	58,914	52,401	88.94 %	95,375	0	95,375	59,535	62.42 %
COURT APPOINTED ATTORNEY	521204	910,915	828,300	90.93 %	1,010,150	(4,000)	1,006,150	1,007,095	100.09 %
PROF SVCS JUDICIAL ASSISTAN	521206	2,400	2,400	100.00 %	1,875	0	1,875	2,400	128.00 %
INDIGENT BURIAL	521213	0	0	0.00 %	3,000	0	3,000	0	0.00 %
ATTORNEY FOR THE DAY	521215	114,264	100,604	88.05 %	118,500	0	118,500	130,130	109.81 %
PROF SVC/GUARDIAN AD LITEM	521216	64,183	54,656	85.16 %	75,000	(1,500)	73,500	85,487	116.31 %



**Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Account
100.00% of year lapsed**

Printed 1.3.2013

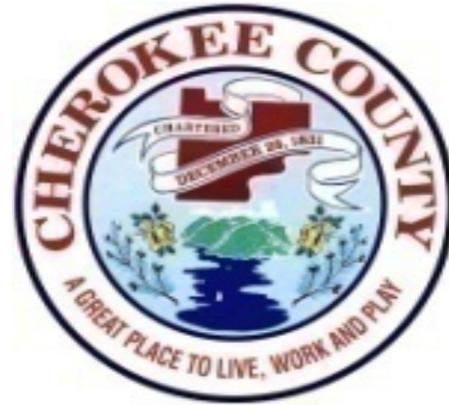
		2011 75% Actual	2011 YTD Actual	% of 2011 YE Actual	2012 Original Budget	Budget Adjustments	2012 Revised Budget	2012 YTD ACT	% of 2012 Budget
PROFESSIONAL SERVICE-MEDIC	521260	1,738,489	1,546,683	88.97 %	1,433,209	(100,000)	1,333,209	1,296,231	97.23 %
TECHNICAL	521300	205,054	191,568	93.42 %	102,875	(12,627)	90,248	74,688	82.76 %
DISPOSAL	522110	34,143	30,887	90.46 %	6,850	0	6,850	7,938	115.88 %
DISPOSAL-ENVIRONMENTAL	522116	0	0	0.00 %	13,195	0	13,195	14,887	112.82 %
CONSTRUCTION DISPOSAL	522117	0	4,000	0.00 %	3,000	0	3,000	1,210	40.33 %
CUSTODIAL	522130	242,340	219,296	90.49 %	210,978	0	210,978	210,978	100.00 %
LAWN CARE	522140	72,312	56,596	78.27 %	68,000	0	68,000	56,754	83.46 %
REPAIRS AND MAINTENANCE	522200	329,711	262,448	79.60 %	382,133	(94,805)	287,328	238,087	82.86 %
VEHICLE MAINTENANCE	522202	382,524	332,708	86.98 %	352,653	6,406	359,058	395,658	110.19 %
VEHICLE REPAIRS- INSURANCE (522203	6,967	6,967	100.00 %	0	14,751	14,751	15,966	108.24 %
EQUIPMENT SERVICE AGREEME	522204	0	0	0.00 %	128,786	(32,373)	96,413	96,221	99.80 %
RENTAL OF LAND AND BUILDING	522310	0	0	0.00 %	8,400	0	8,400	3,100	36.90 %
RENTAL OF EQUIPMENT AND VE	522320	143,140	133,509	93.27 %	153,637	0	153,637	124,533	81.06 %
INSURANCE, OTHER BENEFITS	523100	262,292	240,972	91.87 %	229,006	0	229,006	229,655	100.28 %
INSURANCE - SURETY BONDS	523102	1,067	1,067	100.00 %	0	0	0	0	0.00 %
INSURANCE DEDUCTIBLES	523110	6,228	3,828	61.47 %	1,837	0	1,837	20,505	1,116.22 %
COMMUNICATIONS	523200	328,096	294,163	89.66 %	346,779	500	347,279	373,415	107.53 %
CELL PHONE	523201	169,264	150,328	88.81 %	153,573	5,000	158,573	155,315	97.95 %
POSTAGE	523250	270,102	255,268	94.51 %	292,963	0	292,963	265,684	90.69 %
ADVERTISING	523300	24,922	20,863	83.72 %	25,038	0	25,038	14,350	57.31 %
PRINTING AND BINDING	523400	26,775	26,435	98.73 %	43,368	(4,369)	38,999	18,179	46.61 %
TRAVEL	523500	83,481	77,370	92.68 %	166,819	(28,500)	138,319	112,529	81.35 %
DUES AND FEES	523600	68,960	67,832	98.36 %	80,258	(8,000)	72,258	48,440	67.04 %
EDUCATION AND TRAINING	523700	113,905	105,647	92.75 %	164,227	24,000	188,227	188,781	100.29 %
CONTRACT LABOR	523850	2,576	0	0.00 %	0	0	0	0	0.00 %
OTHER PURCHASED SERVICES	523900	33,552	29,404	87.64 %	37,363	0	37,363	32,753	87.66 %
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	56,475	99.48 %	63,750	0	63,750	38,652	60.63 %
GENERAL SUPPLIES AND MATEF	531100	502,043	447,116	89.06 %	615,314	13,000	628,314	538,947	85.78 %
GEN SUPPLIES/ WEAPONS & AMI	531101	133,572	125,122	93.67 %	153,397	0	153,397	144,833	94.42 %
GENERAL SUPPLIES- CUSTODIAL	531105	33,697	30,297	89.91 %	41,019	0	41,019	37,140	90.54 %
AUTOMOTIVE SUPPLIES	531150	0	0	0.00 %	14,175	(6,428)	7,747	170	2.19 %
WATER/SEWER	531210	31,353	25,727	82.05 %	57,005	0	57,005	34,389	60.33 %
NATURAL GAS	531220	14,835	13,609	91.74 %	21,780	0	21,780	15,920	73.09 %
ELECTRICITY	531230	427,743	390,257	91.24 %	420,600	0	420,600	365,080	86.80 %
GASOLINE	531270	757,332	677,861	89.51 %	685,608	0	685,608	752,831	109.80 %



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Account
100.00% of year lapsed

Printed 1.3.2013

		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	374,852	89.30 %	443,631	(19,500)	424,131	401,651	94.70 %
BOOKS AND PERIODICALS	531400	15,138	11,264	74.41 %	19,911	4,369	24,280	25,147	103.57 %
SMALL EQUIPMENT	531600	44,821	38,545	86.00 %	78,867	55,000	133,867	111,699	83.44 %
OTHER MISCELLANEOUS EQUIP	531650	499	499	100.00 %	500	0	500	0	0.00 %
NON ASSET COMPUTER EQUIPM	531660	457,814	426,283	93.11 %	563,806	127,805	691,611	695,169	100.51 %
OTHER SUPPLIES	531700	246,081	226,684	92.12 %	301,491	(1,000)	300,491	219,358	73.00 %
VEHICLES	542200	0	0	0.00 %	0	403,428	403,428	399,966	99.14 %
COMPUTERS	542400	29,759	29,759	100.00 %	54,800	0	54,800	30,470	55.60 %
OTHER EQUIPMENT	542500	14,472	14,472	100.00 %	0	20,000	20,000	9,500	47.50 %
INTERGOVERNMENTAL	571000	58,005	56,646	97.66 %	65,512	0	65,512	66,386	101.33 %
PAYMENTS TO OTHER AGENCIES	572000	2,342,826	2,111,880	90.14 %	2,067,703	(113,530)	1,954,173	1,901,823	97.32 %
PAYMENTS TO OTHERS	573000	13,180	8,180	62.06 %	7,500	0	7,500	3,306	44.08 %
BOND PRINCIPAL	581100	127,227	112,931	88.76 %	133,336	99,045	232,381	132,744	57.12 %
AIRPORT LEASE PRINCIPAL	581101	0	0	0.00 %	0	0	0	99,482	0.00 %
CAPITAL LEASE PRINCIPAL	581200	0	0	0.00 %	0	14,486	14,486	0	0.00 %
BOND INTEREST	582100	209,097	186,024	88.97 %	202,989	0	202,989	203,580	100.29 %
AIRPORT LEASE INTEREST	582102	0	0	0.00 %	0	0	0	14,048	0.00 %
OTHER DEBT PAYMENTS	582300	0	(1,361,000)	0.00 %	0	0	0	0	0.00 %
TRANSFER TO SENIOR SERVICE	611221	441,641	441,641	100.00 %	385,225	0	385,225	385,225	100.00 %
TRANSFER TO RECREATION FUN	611225	548,017	548,017	100.00 %	551,442	0	551,442	551,442	100.00 %
TRANSFER TO TRANSPORTATIO	611240	0	0	0.00 %	149,128	0	149,128	163,215	109.45 %
TRANSFERS TO GRANT FUND	611250	5,519	5,519	100.00 %	39,154	0	39,154	35,181	89.85 %
TRANSFERS TO ANIMAL SVC FUI	611252	562,019	562,019	100.00 %	180,597	0	180,597	180,597	100.00 %
TRANSFER TO PARKS BOND FUN	611310	0	0	0.00 %	0	0	0	75,000	0.00 %
TRANS TO RRDA FUND	611375	0	0	0.00 %	608,171	304,374	912,545	912,544	100.00 %
TRANSFER TO EMERGENCY MEC	611580	403,503	403,503	100.00 %	496,709	0	496,709	496,709	100.00 %
TOTAL EXPENDITURES		41,504,652	37,219,204	89.67 %	41,806,564	387,018	42,193,582	41,163,081	97.56 %

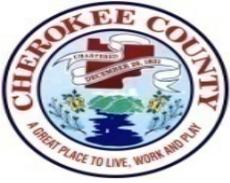


Cherokee County Board of Commissioners

CASH REPORTS

FY 2012

Preliminary/Pre-Audit Results

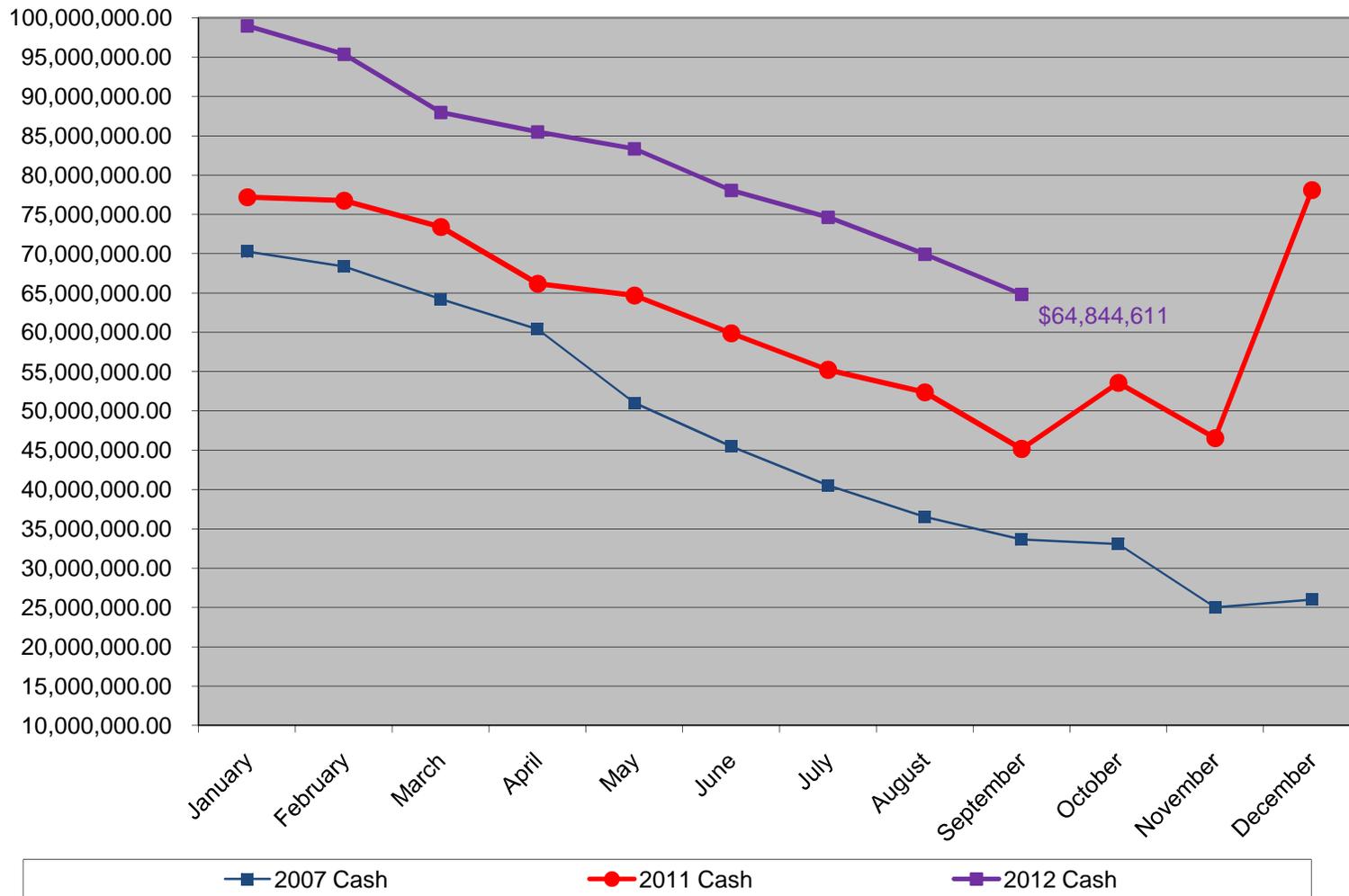


Cherokee County Board of Commissioners Cash Balance Statement

	<u>9/30/2011</u>	<u>9/30/2012</u>	<u>Increase/ Decrease</u>
General Fund	2,429,751	6,329,987	3,900,236
Flex Benefits	(11,995)	(384)	11,611
Law Library	(94)	(94)	(0)
E911	1,157,657	933,078	(224,580)
Senior Services	67,784	22,588	(45,196)
Parks and Recreation	(220,970)	99,526	320,495
Insurance Premium Fund	(4,304,372)	(4,157,506)	146,866
Transportation Fund	(330,392)	(141,116)	189,276
Grant Fund	(148,233)	(103,838)	44,395
Community Development	(228,020)	(55,839)	172,181
Animal Services	19,900	(33,468)	(53,367)
DA's Confiscation Fund	79,925	91,717	11,792
DATE Fund	528,890	554,958	26,069
Victim/ Witness Fund	14,944	23,553	8,609
DUI Fund	84,970	217,525	132,555
Fire District Fund	2,662,988	3,748,487	1,085,499
Jail Fund	1,748,115	997,466	(750,649)
Hotel/ Motel Fund	(2,500)	(9,227)	(6,727)
RRDA Bond	-	(15,470)	(15,470)
Debt Service Fund	8,796,208	7,942,214	(853,994)
Conference Center Fund	148,197	270,824	122,627
Emergency Medical	82,498	(248,486)	(330,984)
Insurance/ Benefits	506,892	2,500,934	1,994,042
Fleet Management	(164,492)	(67,732)	96,760
General & Special Revenue	12,917,651	18,899,696	5,982,045
Impact Fee Fund	2,808,924	4,034,915	1,225,990
Recreation Bond Construction Fund	24,550,853	27,139,588	2,588,735
SPLOST IV Fund	1,302,424	(124)	(1,302,548)
SPLOST V Fund	3,572,279	14,731,948	11,159,669
SPLOST 2012	-	38,590	38,590
Capital Funds	32,234,480	45,944,916	13,710,436
Total Ending Cash	45,152,131	64,844,611	19,692,481



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.

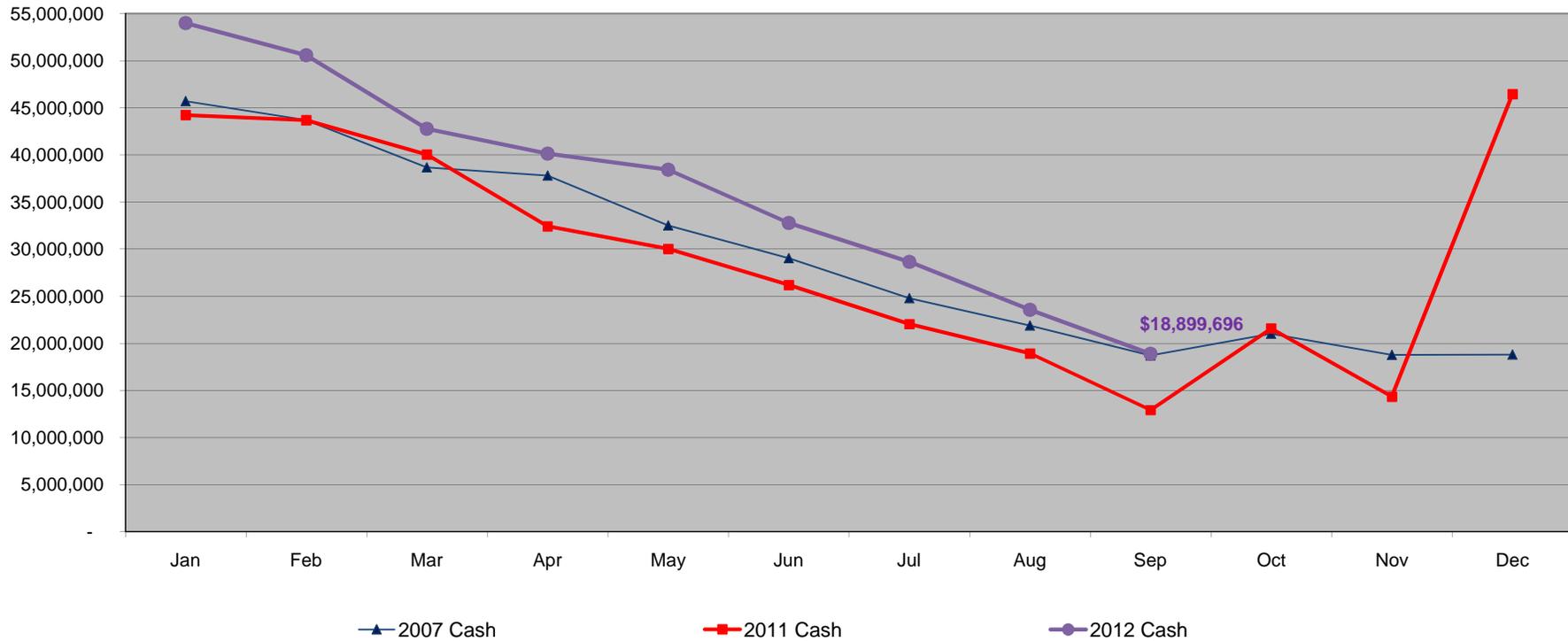


Cherokee County Board of Commissioners

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	46,449,604
2012 Actual	46,449,604	54,004,717	50,568,804	42,770,805	40,141,270	38,426,103	32,780,700	28,649,375	23,554,823	18,899,696			

Cash w/o Capital Funds

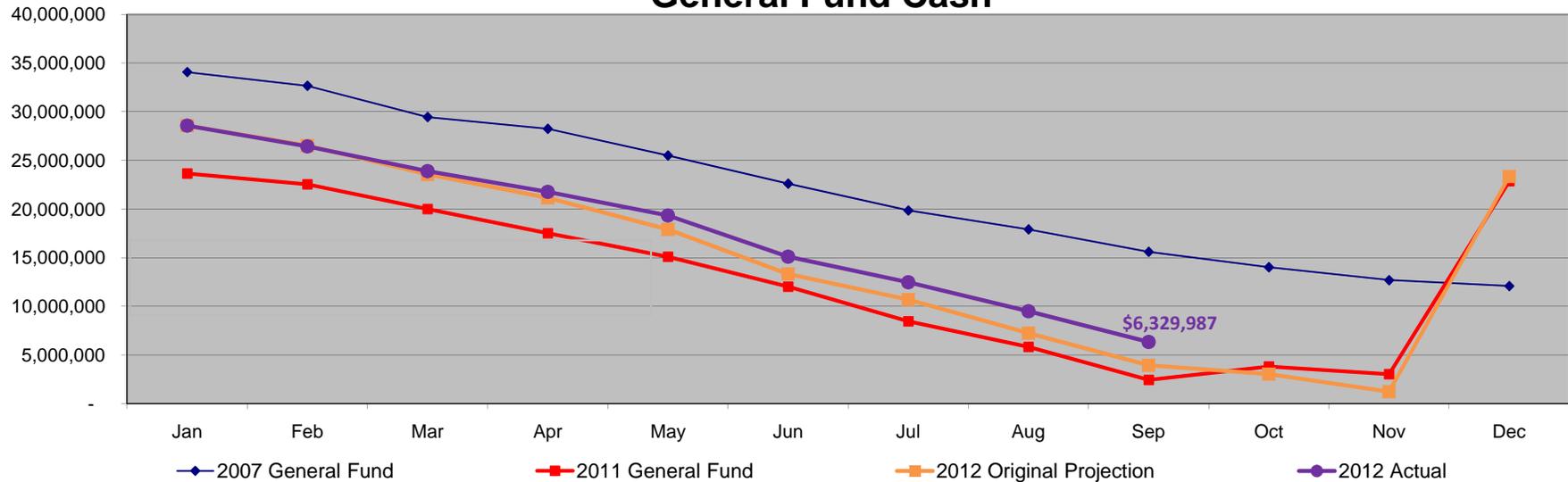




Cherokee County Board of Commissioners General Fund Cash Balance Statement

	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	22,854,661
2012 Actual	22,854,661	28,569,129	26,434,026	23,885,138	21,752,902	19,325,142	15,085,952	12,469,972	9,484,937	6,329,987			
2012 Orig Cash Projection	22,854,661	28,569,129	26,525,441	23,559,466	21,158,263	17,909,700	13,320,511	10,688,439	7,242,897	3,935,552	3,045,526	1,227,332	23,329,227
Actual to Projected	-	-	(91,415)	325,672	594,639	1,415,442	1,765,441	1,781,534	2,242,041	2,394,435	(3,045,526)	(1,227,332)	(23,329,227)

General Fund Cash

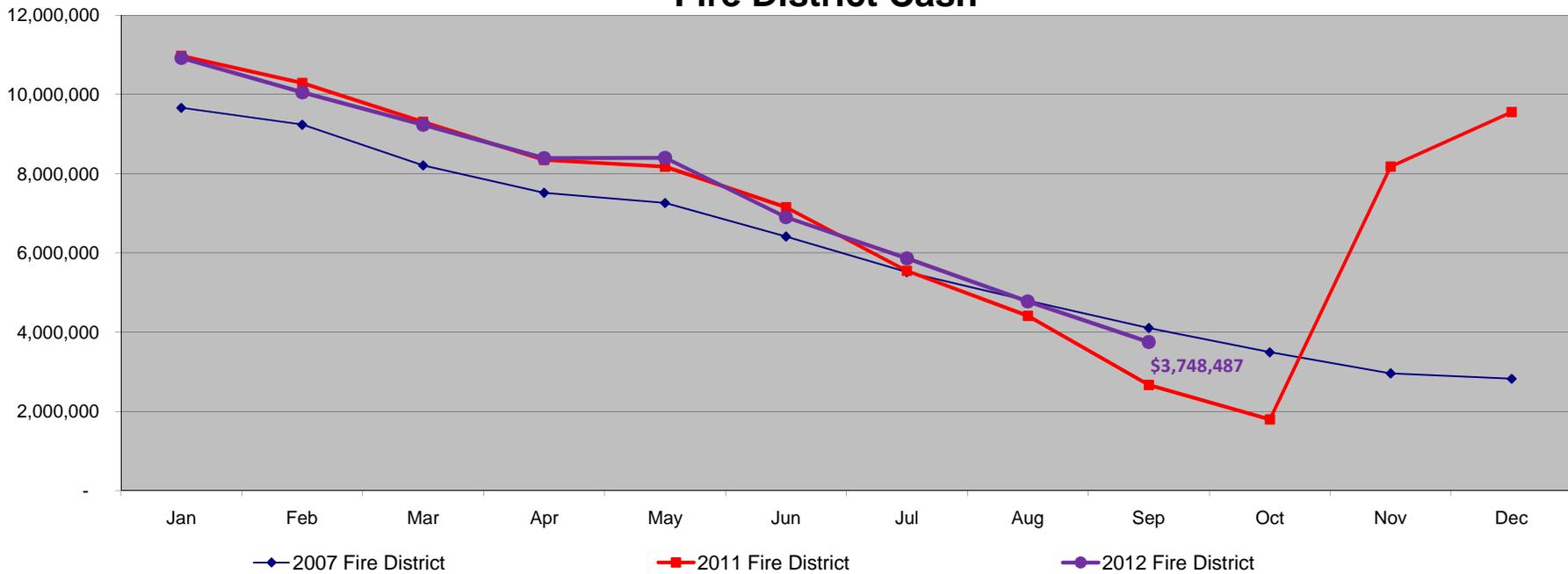




Cherokee County Board of Commissioners Fire District Cash Balance Statement

	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	9,556,066
2012 Actual	9,556,066	10,920,767	10,054,958	9,232,028	8,389,768	8,400,911	6,901,427	5,863,614	4,770,262	3,748,487			

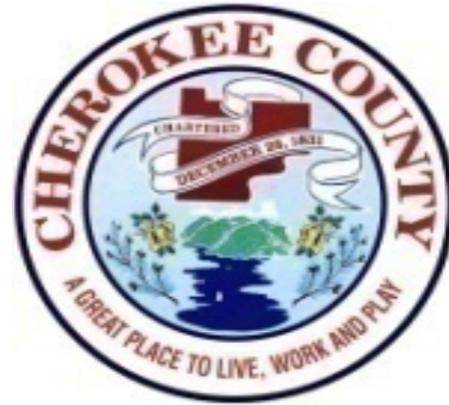
Fire District Cash





Cherokee County Board of Commissioners
All Funds - Cash Basis Revenues
As of 9/30/12

ALL FUND REVENUES BY SOURCE	Actual as of 9/30/10	2011 Year End Actual	Actual as of 9/30/2011	2012 Revised Budget	Actual as of 9/30/2012	Percentage of Budget
Taxes	54,862,466	100,918,539	42,366,716	41,958,097	44,294,888	105.6%
Licenses & Permits	1,046,797	1,195,991	799,713	1,216,600	1,024,091	84.2%
Intergovernmental (Primarily Grants)	2,695,425	5,984,228	4,790,030	4,650,581	2,960,909	63.7%
Charges for Services	19,579,685	30,172,614	20,147,850	20,939,810	19,431,895	92.8%
Fines & Forfeitures	4,012,635	5,984,277	4,430,703	4,795,655	4,357,167	90.9%
Interest	209,021	285,189	42,411	17,240	43,396	251.7%
Contributions	38,493	82,064	36,200	125,185	133,378	106.5%
Miscellaneous	1,541,199	4,106,986	1,856,755	1,693,749	2,852,877	168.4%
Other Financing Sources	22,185,301	15,960,308	8,922,749	17,865,462	17,953,783	100.5%
INFLOWS - ALL REVENUES ALL FUND	106,171,022	164,690,197	83,393,127	93,262,379	93,052,384	99.8%
USE OF RESERVES				40,486,552		
TOTAL CASH FUNDING SOURCES	106,171,022	164,690,197	83,393,127	133,748,931	93,052,384	
ALL FUND REVENUES BY FUND						
General Fund and Components (100-130)	33,858,106	59,607,160	22,124,690	42,193,582	22,187,179	52.6%
Law Library (205)	-	-	-	105,610	-	0.0%
Sheriff's Forfeitures (210)	-	-	-	131,965	-	0.0%
E-911 (215)	3,000,528	3,991,821	3,095,149	3,128,866	2,914,493	93.1%
Senior Services (221)	911,472	1,095,460	871,550	875,133	839,154	95.9%
Parks and Recreation (225)	2,395,232	2,979,585	2,092,158	2,292,693	2,235,011	97.5%
Insurance Premium Fund (230)	367,297	7,015,255	327,445	4,857,301	496,691	10.2%
Transportation Fund (240)	814,701	1,014,407	614,905	938,583	641,714	68.4%
Multiple Grant (250)	888,762	2,257,553	1,829,159	424,673	348,857	82.1%
Community Development Block Grant (251)	195,316	1,190,119	673,157	2,092,046	1,078,320	51.5%
Animal Services (252)	695,503	905,349	669,027	751,619	585,805	77.9%
DA's Confiscation Fund (254)	17,877	18,173	10,832	30,000	9,146	30.5%
DATE (255)	112,197	158,244	128,369	141,965	105,554	74.4%
Victim Witness (256)	136,011	192,545	147,545	158,445	155,099	97.9%
DUI Court (257)	237,511	372,980	254,875	296,570	420,217	141.7%
Fire (270)	9,924,396	18,336,135	5,977,871	13,220,942	6,073,958	45.9%
Jail (271)	324,688	415,905	319,391	996,039	305,446	30.7%
Sheriff's Commissary Fund (272)	-	-	-	225,045	-	0.0%
Confiscated Assets Fund (273)	-	-	-	75,270	-	0.0%
Hotel/ Motel (275)	69,684	112,573	86,847	88,850	108,827	122.5%
Impact Fees (295)	105,269	159,920	106,245	100,000	358,557	358.6%
Recreation Bond Construction Fund (310)	10,793,158	(957,799)	13,444	15,108,000	11,518,415	76.2%
SPLOST IV (321)	5,259	463	407	-	-	0.0%
SPLOST V (322)	22,079,073	32,015,145	23,569,816	21,928,932	20,073,038	91.5%
SPLOST 2012 (323)	-	-	-	4,278,170	5,185,135	121.2%
Resource Recovery Development (375)	-	1,827,494	154,989	912,545	912,544	100.0%
Debt Service (410)	8,816,725	14,164,849	7,868,680	4,376,882	4,608,051	105.3%
Conference Center (555)	190,672	373,264	234,214	271,253	346,431	127.7%
EMS (580)	2,781,081	4,219,505	3,080,570	5,041,844	2,733,748	54.2%
Insurance/Benefits (605)	6,480,301	11,790,600	8,133,239	7,503,018	7,728,973	103.0%
Fleet (610)	970,207	1,433,494	1,008,555	1,203,090	1,082,021	89.9%
TOTAL REVENUES ALL FUNDS	106,171,022	164,690,197	83,393,127	133,748,931	93,052,384	69.6%



Cherokee County Board of Commissioners

EMS

FY 2012

Preliminary/Pre-Audit Results



Cherokee County Board of Commissioners
EMS - Cash Receipts By Month
12/31/2012 Reported (Rather than only 9/30/2012)

	<u>Average Monthly Cash Collections</u>		
	Jan - June	July - December	Full Year
2010 Actual	\$220,375	\$375,888	\$298,131
2011 Actual	\$223,932	\$331,318	\$277,625
2012 Budget	\$225,000	\$325,000	\$275,000
2012 Actual/Frcst	\$238,873	\$266,092	\$252,483

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

Status: The typical pattern is to receive higher cash receipts in the last half of the year. However, in comparison to prior years and the budget - we have billed significantly more, but our cash collections are similar to prior years.

Background: EMS Leadership has identified performance concerns with our third party biller, ADPI-Intermedix, and believes these have contributed to lower cash collections.

Cahaba Government Benefit Administrators administers health insurance for Medicare and Medicaid. Their audits of ADPI-Intermedix billing for Cherokee County detected a significant error rate. Because of this, Cherokee County invoices have been placed on a "pre-approval status," requiring 100% of our invoices to be reviewed and approved before payment, rather than paid upon receipt and subject to audit.

Action Plan: EMS Leadership is working with ADPI-Intermedix to improve notifications, correct errors, complete appeals, and improve future performance and collections. However, EMS Leadership has notified ADPI our current contract will be cancelled at the end of the term - March 31, 2013. We will competitively bid this business shortly.

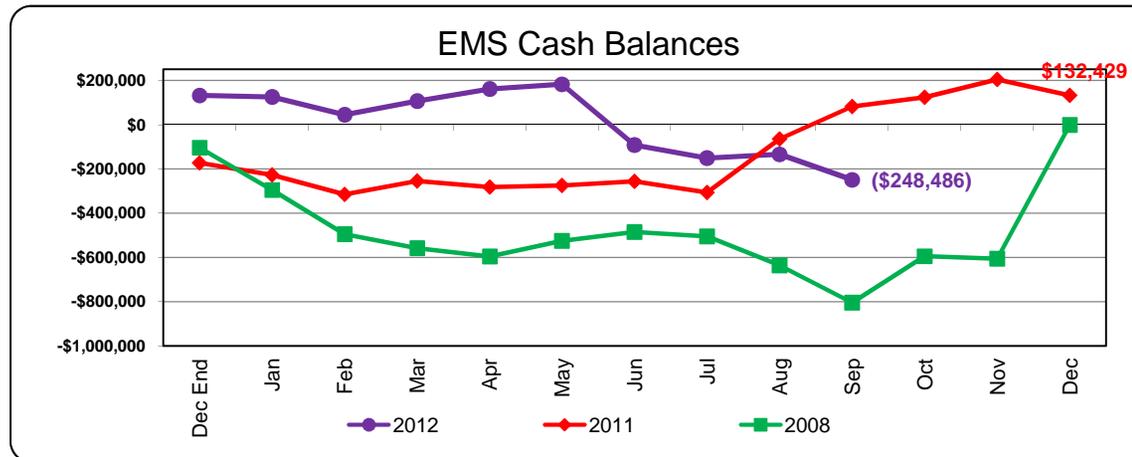
Bottom Line: While November receipts surged (after refiling claims with non-emergency billing codes), December receipts were significantly below average. For calendar 2012 the EMS Fund did not collect enough cash to cover cash expenses. We expect that once billing issues are corrected, the fund will have positive cash - potentially by the end of March 2013.



Cherokee County Board of Commissioners Cash Basis Emergency Medical Services Statements

	2011 Actual*	Actual As of 9/30/2011	2012 Revised Budget	Actual as of 9/30/2012	% of Budget
Total Cash Receipts YTD	2,414,567	2,414,567	2,531,902	2,107,199	83.23%
Salaries & Benefits	2,114,998	2,114,998	2,280,425	2,086,552	91.50%
Operating Expenses	711,916	711,916	812,346	897,846	110.53%
Total EMS Expenses	2,826,915	2,826,915	3,092,771	2,984,398	96.50%
Net Cash from Operations	(412,348)	(412,348)	(560,869)	(877,199)	
Other Sources and (Uses)					
Transfer In From General Fund	403,503	403,503	496,709	496,709	100.00%
Transfer In From Ins.Prem.Fund	262,500	262,500			
Capital Expense				(139,557)	
Inventories/Prepaid/Insurance/Other	2,135	2,135		57,832	
Contributions				12,000	
Sales of Assets				69,300	
Use of Reserves			136,160		
Total Other Sources and (Uses)	668,138	668,138	632,869	496,284	78.42%
Total Net Cash Increased/(Expended)	255,790	255,790	72,000	(380,915)	
Beginning Cash Balance	(173,292)	(173,292)	82,498	132,429	
Ending Cash Balance	82,498	82,498	154,497	(248,486)	

* Includes only first nine months of the year 2011 because 2012 only has nine months

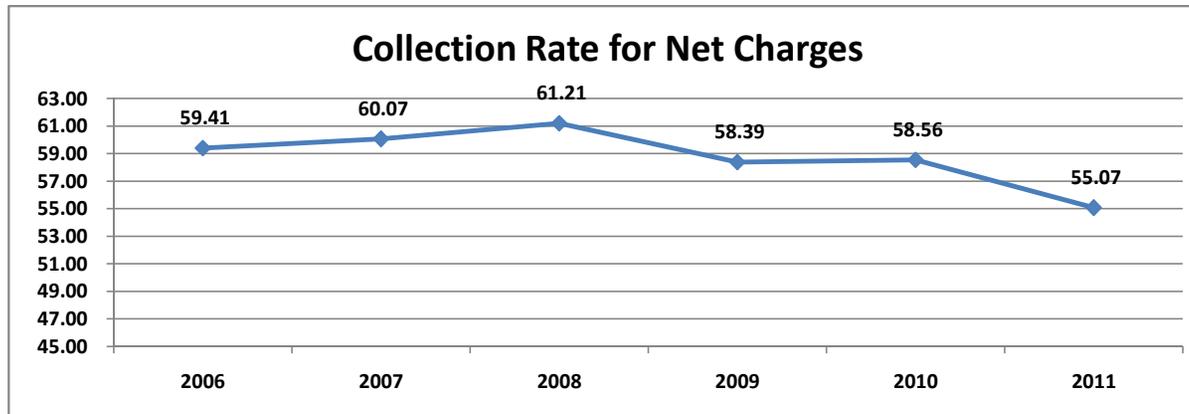


The capital expense represents Life Pak monitors approved by the BOC for purchase on December 6, 2011. The cost is significantly offset by the sale of old monitors, AHA contributions, and a yet to be received Northside Hospital contribution.



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	2,667,645	1,822,729	48.66 %	59.41 %
2007	7,401	5,629,023	4,623,963	2,777,565	1,846,398	49.34 %	60.07 %
2008	7,373	5,567,872	4,566,433	2,794,887	1,771,545	50.20 %	61.21 %
2009	7,721	6,423,174	5,220,049	3,047,911	2,172,139	47.45 %	58.39 %
2010	8,452	7,324,778	5,692,665	3,333,386	2,359,279	45.51 %	58.56 %
2011	9,249	7,600,693	6,058,656	3,336,802	2,721,854	43.90 %	55.07 %
PRIOR YRS	47,480	38,027,977	30,652,141	17,958,196	12,693,944	47.22 %	58.59 %
01/12	800	698,489	592,785	237,651	355,134	34.02 %	40.09 %
02/12	705	615,970	529,360	189,889	339,471	30.83 %	35.87 %
03/12	848	736,142	631,674	251,392	380,281	34.15 %	39.80 %
04/12	850	740,144	673,238	193,952	479,287	26.20 %	28.81 %
05/12	894	778,542	720,137	175,805	544,332	22.58 %	24.41 %
06/12	803	690,975	646,823	141,331	505,491	20.45 %	21.85 %
07/12	828	716,631	673,706	106,601	567,106	14.88 %	15.82 %
08/12	836	707,260	674,678	78,154	596,524	11.05 %	11.58 %
09/12	545	446,811	439,038	6,787	432,251	1.52 %	1.55 %
2012 YTD	7,109	6,130,964	5,581,438	1,381,561	4,199,877	22.53 %	24.75 %
TOTAL	54,589	44,158,941	36,233,579	19,339,758	16,893,821	43.80 %	53.38 %



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

FY 2012

Preliminary/Pre-Audit Results



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

Weeks:	4	4	5	4	4	5	4	5	4	39
Payrolls:	1.5	2.0	2.0	2.0	2.0	3.0	2.0	2.0	3.0	19.5
	January	February	March	April	May	June	July	August	September	2012 BUDGET
Self Insured										
Revenues										
Health Insurance	480,215	640,287	640,287	640,287	640,287	960,430	640,287	640,287	960,430	6,242,794
Dental Insurance	36,303	48,404	48,404	48,404	48,404	72,606	48,404	48,404	72,606	471,937
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



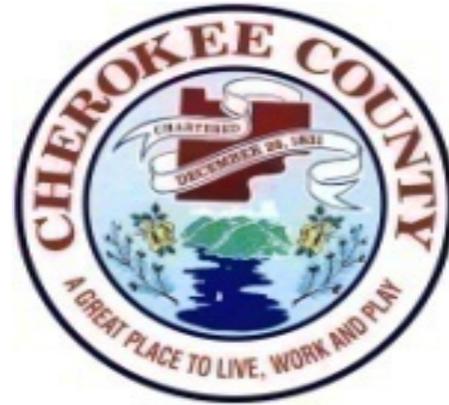
FUND 605 - INSURANCE & BENEFITS FUND 2012 YTD ACTUAL

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	2012 FULL YEAR BUDGET	2012 ACTUAL	VARIANCE B/(W) \$	VARIANCE %
	January	February	March	April	May	June	July	August	September				
Self Insured													
Revenues													
Health Insurance	456,615	607,016	609,939	686,876	609,919	913,008	704,694	608,026	1,019,040	6,242,794	6,215,132	(27,662)	-0.4%
Dental Insurance	37,519	49,729	49,929	51,364	49,819	74,276	51,703	49,443	76,767	471,937	490,549	18,613	3.9%
Pharmacy Rebates	21,848	-	-	-	19,052	-	20,225	-	-	-	61,125	61,125	
Stoploss	-	6,326	21,169	56,547	31,853	24,631	-	18,267	350,156	90,000	508,949	418,949	465.5%
ERIP	-	-	-	-	-	-	-	-	55,758	-	55,758	55,758	
COBRA/Retiree Payments	15,317	15,478	15,967	9,525	16,324	12,339	14,645	13,460	11,325	108,000	124,380	16,380	15.2%
Total Revenue	531,299	678,549	697,004	804,312	726,967	1,024,254	791,265	689,197	1,513,047	6,912,731	7,455,894	543,163	7.9%
Expenditures													
Health Insurance	373,719	583,324	642,012	543,954	495,336	776,638	573,356	909,590	547,624	5,424,544	5,445,553	(21,008)	-0.4%
Dental Insurance	28,511	48,198	53,810	52,425	76,426	65,974	36,810	59,697	15,174	392,433	437,024	(44,591)	-11.4%
Broker Fees	-	18,250	-	-	18,250	-	-	18,250	-	54,750	54,750	0	0.0%
Employee Support	2,731	3,640	3,640	3,640	3,640	5,461	3,641	3,641	5,461	36,000	35,495	505	1.4%
Capitation	37	37	-	177	177	174	-	526	177	-	1,305	(1,305)	
Administrative Services	77,222	76,797	76,638	76,313	76,628	76,066	76,085	76,214	76,388	690,096	688,350	1,746	0.3%
Other Purchased Services	-	-	77,935	-	78,906	-	200	45,000	198	383,317	202,239	181,078	47.2%
Total Expenditures	482,220	730,246	854,034	676,509	749,363	924,313	690,091	1,112,917	645,022	6,981,140	6,864,715	116,425	1.7%
Net Income/(Loss) on Self Insured	49,079	(51,697)	(157,030)	127,803	(22,395)	99,941	101,175	(423,721)	868,025	(68,409)	591,179	659,588	
Other Insurance													
Revenue													
Long Term Disability	13,025	19,596	19,965	20,790	19,913	29,718	21,007	19,707	31,608	199,980	195,330	(4,650)	-2.3%
Short Term Disability	10,112	13,410	13,439	13,473	13,417	20,022	13,212	13,256	20,074	134,228	130,415	(3,813)	-2.8%
Life Insurance	13,157	17,399	17,463	17,665	17,459	26,053	17,552	17,289	26,551	175,676	170,588	(5,088)	-2.9%
401A Forfeitures	3,354	2,198	2,078	2,072	2,118	2,048	3,113	2,054	2,151	18,000	21,187	3,187	17.7%
Total Revenue	39,648	52,603	52,945	54,000	52,908	77,841	54,884	52,306	80,384	527,884	517,520	(10,364)	-2.0%
Expenditures													
Long Term Disability	21,148	21,096	20,974	21,018	21,033	24,395	20,774	20,760	20,858	198,726	192,056	6,670	3.4%
Short Term Disability	14,737	14,806	14,636	14,600	14,659	14,596	14,465	14,414	14,460	138,835	131,372	7,463	5.4%
Life Insurance	19,062	19,505	18,192	18,966	19,318	18,943	18,923	20,194	19,002	184,317	172,105	12,212	6.6%
Total Expenditures	54,947	55,407	53,801	54,584	55,010	57,934	54,162	55,368	54,319	521,878	495,533	26,345	5.0%
Net Income/(Loss) on Fully Insured	(15,299)	(2,804)	(856)	(584)	(2,102)	19,907	722	(3,062)	26,065	6,006	21,987	15,981	
Grand Total Revenue	570,947	731,152	749,950	858,312	779,875	1,102,095	846,150	741,503	1,593,431	7,440,615	7,973,414	532,799	7.2%
Grand Total Expense	537,167	785,653	907,835	731,093	804,373	982,247	744,253	1,168,285	699,341	7,503,018	7,360,248	142,770	1.9%
Net Income/(Loss) for the Fund	33,780	(54,501)	(157,885)	127,219	(24,498)	119,848	101,896	(426,783)	894,090	(62,403)	613,166	675,569	
Budgeted Use of ISRP Reserve	11,371	11,371	11,371	11,371	11,371	11,371	11,371	11,371	11,371	102,338	102,339	0	
ERIP Contribution to be placed Reserved Fund Balance									(55,758)	-	(55,758)	(55,758)	
Effect on Unreserved Fund Balance	45,150	(43,130)	(146,514)	138,590	(13,127)	131,219	113,267	(415,412)	(44,387)	39,935	659,746	619,810	
Beginning Unreserved Fund Bal	861,322	906,472	863,342	716,828	855,418	842,291	973,510	1,086,777	671,365	861,322	861,322		



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

	January Actual	February Actual	March Actual	April Actual	May Actual	June Actual	July Actual	August Actual	September Actual	2012 Act	2012 Budget	Variance \$ B/(W)	Variance %
Self Insured													
Revenues													
Health Insurance	456,615	607,016	609,939	686,876	609,919	913,008	704,694	608,026	1,019,040	6,215,132	6,242,794	(27,662)	-0.4%
Dental Insurance	37,519	49,729	49,929	51,364	49,819	74,276	51,703	49,443	76,767	490,549	471,937	18,613	3.9%
Pharmacy Rebates	21,848	-	-	-	19,052	-	20,225	-	-	61,125	-	61,125	-
Stoploss Reimbursements	-	6,326	21,169	56,547	31,853	24,631	-	18,267	350,156	508,949	90,000	418,949	465.5%
ERIP Contribution	-	-	-	-	-	-	-	-	-	-	-	55,758	-
COBRA/Retiree Payments	15,317	15,478	15,967	9,525	16,324	12,339	14,645	13,460	11,325	124,381	108,000	16,381	15.2%
Total Revenue	531,299	678,549	697,004	804,312	726,968	1,024,254	791,265	689,197	1,513,047	7,455,894	6,912,731	543,164	7.9%
Expenditures													
Health Insurance	373,719	583,324	642,012	543,954	495,336	776,638	573,356	909,590	547,624	5,445,553	5,424,544	(21,008)	-0.4%
Dental Insurance	28,511	48,198	53,810	52,425	76,426	65,974	36,810	59,697	15,174	437,024	392,433	(44,591)	-11.4%
Broker Fees	-	18,250	-	-	18,250	-	-	18,250	-	54,750	54,750	0	0.0%
Employee Support	2,731	3,640	3,640	3,640	3,641	5,461	3,641	3,641	5,461	35,496	36,000	504	1.4%
Capitation	37	37	-	177	177	174	-	526	177	1,305	-	(1,305)	-
Administrative Services	77,222	76,797	76,638	76,313	76,628	76,066	76,085	76,214	76,388	688,350	690,096	1,746	0.3%
Other Purchased Services	-	-	77,935	-	78,906	-	200	45,000	198	202,239	383,317	181,078	47.2%
Total Expenditures	482,220	730,246	854,034	676,509	749,364	924,313	690,091	1,112,917	645,022	6,864,716	6,981,140	116,424	1.7%
Net Income/ Loss on Self Insured	49,079	(51,697)	(157,030)	127,803	(22,396)	99,941	101,175	(423,721)	868,025	591,179	(68,409)	659,588	
Other Insurance													
Revenue													
Long Term Disability	13,025	19,596	19,965	20,790	19,913	29,718	21,007	19,707	31,608	195,330	199,980	(4,650)	-2.3%
Short Term Disability	10,112	13,410	13,439	13,473	13,417	20,022	13,212	13,256	20,074	130,415	134,228	(3,813)	-2.8%
Life Insurance	13,157	17,399	17,463	17,665	17,459	26,053	17,552	17,289	26,551	170,588	175,676	(5,088)	-2.9%
401A Forfeitures	3,354	2,198	2,078	2,072	2,118	2,048	3,113	2,054	2,151	21,187	18,000	3,187	17.7%
Total Revenue	39,648	52,603	52,945	54,000	52,908	77,841	54,884	52,306	80,384	517,520	527,884	(10,364)	-2.0%
Expenditures													
Long Term Disability	21,148	21,096	20,974	21,018	21,033	24,395	20,774	20,760	20,858	192,056	198,726	6,670	3.4%
Short Term Disability	14,737	14,806	14,636	14,600	14,659	14,596	14,465	14,414	14,460	131,372	138,835	7,463	5.4%
Life Insurance	19,062	19,505	18,192	18,966	19,318	18,943	18,923	20,194	19,002	172,105	184,317	12,212	6.6%
Total Expenditures	54,947	55,407	53,801	54,584	55,010	57,934	54,162	55,368	54,319	495,533	521,878	26,345	5.0%
Net Income/Loss on Fully Insured	(15,299)	(2,804)	(856)	(584)	(2,102)	19,907	722	(3,062)	26,065	21,987	6,006	15,981	
Total Revenue	570,947	731,152	749,950	858,312	779,876	1,102,095	846,150	741,503	1,593,431	7,973,414	7,440,615	532,799	7.2%
Total Expense	537,167	785,653	907,835	731,093	804,374	982,247	744,253	1,168,285	699,341	7,360,249	7,503,018	142,769	1.9%
Net Income/Loss for the Fund	33,780	(54,501)	(157,885)	127,219	(24,498)	119,848	101,896	(426,783)	894,090	613,166	(62,403)	675,568	
Fund Balance Reconciliation:													
Unreserved Fund Balance -													
Beginning of Period	861,322	906,472	863,342	716,828	855,417	842,290	973,509	1,086,776	671,364	861,322	861,322	0	
Net/Income Loss for Month After													
Use of ERIP/ISRP Reserve	45,150	(43,130)	(146,514)	138,590	(13,127)	131,219	113,267	(415,412)	905,461	715,504	39,935	675,568	
2012 ERIP Contribution									(55,758)	(55,758)		(55,758)	
End of Month Unreserved	906,472	863,342	716,828	855,417	842,290	973,509	1,086,776	671,364	1,521,067	1,521,067	901,257	675,568	
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	0	
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)	0	
2012 ERIP Contribution									55,758	55,758		55,758	
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	1,360,211	1,360,211	1,304,453	55,758	
Total 605 Fund Balance	2,301,892	2,247,391	2,089,506	2,216,725	2,192,226	2,312,074	2,413,971	1,987,188	2,881,278	2,881,278	2,205,710	675,568	



Cherokee County Board of Commissioners

SPLOST V

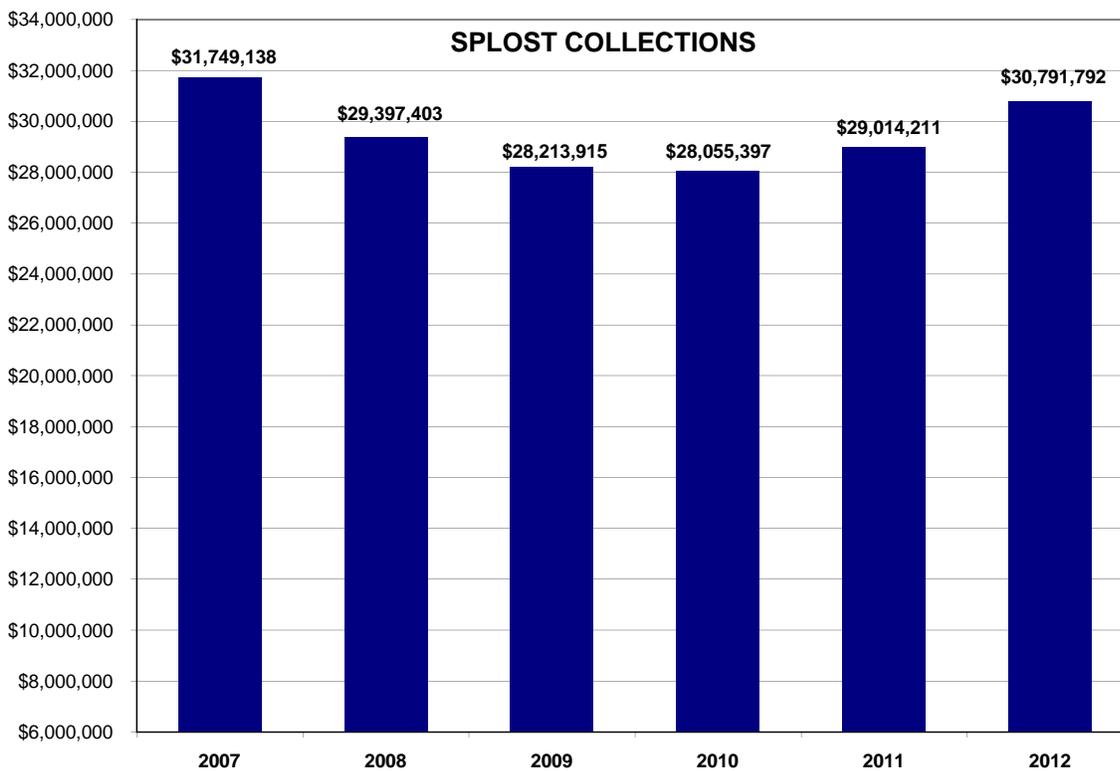
FY 2012



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	\$2,344,087	2.54%	8.25%
April	\$2,368,587	\$2,403,724	\$1,709,507	\$2,481,824	\$2,374,900	\$2,584,770	8.84%	8.40%
May	\$2,473,392	\$2,686,930	\$3,150,381	\$2,335,399	\$2,342,580	\$2,287,590	-2.35%	6.28%
June	\$3,018,483	\$2,376,300	\$2,216,932	\$2,504,336	\$2,387,757	\$2,818,781	18.05%	8.25%
July	\$2,824,551	\$2,561,908	\$2,176,242	\$2,336,804	\$2,481,425	\$2,622,218	5.67%	7.87%
August	\$2,329,878	\$2,714,047	\$2,355,822	\$2,369,606	\$2,590,251	\$2,615,893	0.99%	6.95%
September	\$3,033,117	\$2,462,477	\$2,550,048	\$2,473,569	\$2,562,326	\$2,566,788	0.17%	6.15%
October	\$2,487,172	\$2,368,418	\$2,097,620	\$2,245,568	\$2,473,971	\$2,511,418	1.51%	5.68%
November	\$2,832,020	\$2,676,146	\$2,281,594	\$2,216,790	\$2,329,530	\$2,480,638	6.49%	5.75%
December	\$2,607,489	\$2,089,927	\$2,508,126	\$2,183,967	\$2,312,920	\$2,554,439	10.4%	6.13%
Totals	\$31,749,138	\$29,397,403	\$28,213,915	\$28,055,397	\$29,014,211	\$30,791,792		
YOY Change		-7.4%	-4.0%	-0.6%	3.4%	6.2%		

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





Cherokee County Board of Commissioners

Headcount

FY 2012

Preliminary/Pre-Audit Results



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
 (Based on Payroll Periods from 1/1/2012 to 9/30/2012)

		Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
GENERAL FUND									
GENERAL SERVICES									
11110000	BOARD OF COMMISSIONERS	4.87	5.00	0.00	0.00	0.00	0.00	0.00	0.00
11130000	COUNTY CLERK	0.97	1.00	0.00	0.00	0.00	0.00	0.00	0.00
11320000	COUNTY MANAGER	2.46	2.00	1.33	2.00	0.00	0.00	0.00	0.00
11400000	ELECTIONS	6.82	7.00	38.05	3.00	2.36	3.00	0.00	0.00
11540000	HUMAN RESOURCES	2.92	4.00	0.00	0.00	0.00	0.00	0.00	0.00
11545000	TAX COMMISSIONER	24.67	26.00	0.00	2.00	0.00	0.00	0.00	0.00
11550000	TAX ASSESSOR	29.13	30.00	0.97	1.00	1.59	13.00	0.00	0.00
13700000	CORONER	0.97	1.00	1.18	2.00	0.00	0.00	0.00	0.00
TOTAL GENERAL SERVICES		72.82	76.00	41.54	10.00	3.95	16.00	0.00	0.00
SUPPORT SERVICES									
11510000	FINANCE	6.77	6.96	0.00	0.00	0.00	0.00	0.00	0.00
11517000	PURCHASING	2.92	3.00	0.00	0.00	0.00	0.00	0.00	0.00
11535000	INFORMATION TECHNOLOGY SYSTEMS	10.72	11.00	0.51	1.00	0.00	0.00	0.00	0.00
TOTAL SUPPORT SERVICES		20.41	20.96	0.51	1.00	0.00	0.00	0.00	0.00
JUDICIAL SERVICES									
12100000	COURT ADMINISTRATIVE SERVICES	5.85	6.00	12.77	15.00	0.00	0.00	0.00	0.00
12150000	SUPERIOR COURT	5.79	6.00	0.00	0.00	0.00	0.00	5.54	6.00
12160000	SUPERIOR COURT PRE-TRIAL SERV	0.97	1.00	0.00	0.00	0.00	0.00	0.00	0.00
12165000	INDIGENT DEFENSE	2.92	4.00	0.00	0.00	0.00	0.00	0.00	0.00
12180000	CLERK OF SUPERIOR COURT	48.87	50.00	8.51	11.00	0.00	0.00	0.00	0.00
12200000	DISTRICT ATTORNEY	22.10	23.00	0.82	1.00	0.00	0.00	9.13	11.00
12300000	STATE COURT	6.55	6.77	0.00	0.00	0.00	0.00	0.00	0.00
12310000	STATE COURT SOLICITOR	22.05	23.00	1.90	2.00	0.00	0.00	0.00	0.00
12400000	MAGISTRATE COURT	1.95	2.00	3.59	5.00	0.00	0.00	0.00	0.00
12450000	PROBATE COURT	8.77	9.00	0.00	0.00	0.00	0.00	0.00	0.00
12600000	JUVENILE COURT	5.90	6.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL JUDICIAL SERVICES		131.72	136.77	27.59	34.00	0.00	0.00	14.67	17.00
LAW ENFORCEMENT									
13222000	VICE CONTROL	10.41	11.00	0.00	0.00	0.00	0.00	1.95	2.00
13310000	LAW ENFORCEMENT ADMINISTRATION	19.28	20.00	0.00	0.00	0.00	0.00	0.00	0.00
13321000	CRIME AND INVESTIGATION	28.62	30.00	0.00	0.00	0.00	0.00	0.00	0.00
13322000	MAJOR CRIMES UNIT	8.77	9.00	0.00	0.00	0.00	0.00	0.00	0.00
13323000	UNIFORM PATROL	115.18	121.00	0.00	0.00	0.00	0.00	0.00	0.00



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
 (Based on Payroll Periods from 1/1/2012 to 9/30/2012)

		Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
13340000	SHERIFF TRAINING DIVISION	6.72	5.00	0.00	0.00	0.00	0.00	0.00	0.00
13360000	COURT SERVICES	52.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00
13390000	SHERIFF INTERNAL AFFAIRS	1.95	2.00	0.00	0.00	0.00	0.00	0.00	0.00
13391000	SHERIFF CROSSING GUARDS	0.00	0.00	10.72	14.00	0.00	0.00	0.00	0.00
13420000	ADULT CORRECTIONAL INSTITUTE	122.82	131.00	3.23	5.00	0.00	0.00	0.00	0.00
13920000	EMERGENCY MANAGEMENT	1.90	2.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LAW ENFORCEMENT		367.64	385.00	13.95	19.00	0.00	0.00	1.95	2.00
COUNTY MARSHAL									
13910000	ANIMAL CONTROL	0.00	0.00	0.00	0.00	0.05	5.00	0.00	0.00
TOTAL COUNTY MARSHAL		0.00	0.00	0.00	0.00	0.05	5.00	0.00	0.00
PUBLIC WORKS									
11565000	PROPERTY MANAGEMENT	7.79	8.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PUBLIC WORKS		7.79	8.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMUNITY SERVICES									
14540000	RECYCLABLES COLLECTION	0.97	1.00	3.28	4.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY SERVICES		0.97	1.00	3.28	4.00	0.00	0.00	0.00	0.00
TOTAL GENERAL FUND		601.36	627.73	86.87	68.00	4.00	21.00	16.62	19.00
OTHER FUNDS									
INSURANCE PREMIUM									
21516000	DEVELOPMENT SERVICES CENTER	3.90	4.00	0.00	0.00	0.00	0.00	0.00	0.00
21536000	GIS/MAPPING	3.90	4.00	0.00	0.00	0.00	0.00	0.00	0.00
23910000	ANIMAL CONTROL	5.93	6.10	0.00	0.00	0.00	0.00	0.00	0.00
24100000	ROADS AND BRIDGES	33.79	35.00	5.44	10.00	0.00	0.00	0.00	0.00
24252000	STORMWATER MGT ENGINEERING	2.92	3.00	0.56	1.00	0.00	0.00	0.00	0.00
24270000	ENGINEERING DEVELOPMENT SERVIC	3.69	4.00	0.00	0.00	0.00	0.00	0.00	0.00
24271000	ENGINEERING	3.99	4.10	0.00	0.00	0.00	0.00	0.00	0.00
27110000	CONSERVATION ADMINISTRATION	0.97	1.00	0.00	0.00	0.00	0.00	0.00	0.00
27220000	BUILDING INSPECTIONS	6.82	7.00	0.00	0.00	0.00	0.00	0.00	0.00
27410000	PLANNING AND LAND USE	4.87	5.00	0.00	0.00	3.38	14.00	0.00	0.00
27451000	CODE ENFORCEMENT	7.02	7.22	0.05	0.00	0.00	7.00	0.00	0.00
TOTAL INSURANCE PREMIUM		77.82	80.42	6.05	11.00	3.38	21.00	0.00	0.00
DUI COURT									
22320000	DUI COURT	0.95	0.98	0.44	0.50	0.00	0.00	0.00	0.00



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
 (Based on Payroll Periods from 1/1/2012 to 9/30/2012)

	Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
22320555 DUI/DRUG COURT GRANT	0.24	0.25	0.44	0.50	0.00	0.00	0.00	0.00
TOTAL DUI COURT	1.20	1.23	0.87	1.00	0.00	0.00	0.00	0.00
FIRE FUND								
23510000 FIRE ADMINISTRATION	10.56	11.00	0.51	2.00	0.00	0.00	0.00	0.00
23515000 FIRE MARSHALL	4.38	4.50	0.97	1.00	0.00	4.00	0.00	0.00
23520000 FIRE FIGHTING	184.26	196.00	9.44	20.00	0.00	0.00	0.00	0.00
23530000 FIRE PREVENTION	1.95	2.00	0.00	0.00	0.00	0.00	0.00	0.00
23540000 FIRE TRAINING	4.77	5.00	0.97	1.00	0.00	0.00	0.00	0.00
TOTAL FIRE FUND	205.92	218.50	11.90	24.00	0.00	4.00	0.00	0.00
E-911								
23800000 EMERGENCY 911 TELEPHONE FUND	47.22	48.68	4.62	9.00	0.00	0.00	0.00	0.00
TOTAL E-911	47.22	48.68	4.62	9.00	0.00	0.00	0.00	0.00
ANIMAL SERVICES								
23911000 ANIMAL SHELTER	14.36	15.00	1.69	2.00	0.00	0.00	0.00	0.00
TOTAL ANIMAL SERVICES	14.36	15.00	1.69	2.00	0.00	0.00	0.00	0.00
SENIOR SERVICES								
25521000 SENIOR SERVICES FUND	14.26	15.00	5.49	6.00	0.00	0.00	0.00	0.00
TOTAL SENIOR SERVICES	14.26	15.00	5.49	6.00	0.00	0.00	0.00	0.00
TRANSPORTATION								
25541000 TRANSPORTATION SERVICES	10.85	12.15	3.33	4.00	0.00	0.00	0.00	0.00
TOTAL TRANSPORTATION	10.85	12.15	3.33	4.00	0.00	0.00	0.00	0.00
PARKS & REC								
26110000 PARKS AND RECREATION ADMIN	3.46	3.75	0.00	0.00	0.00	5.00	0.00	0.00
26120000 PARKS AND RECREATION PROGRAMS	3.03	3.00	16.92	34.00	0.00	0.00	0.00	0.00
26130000 PARKS AND RECREATION ATHLETICS	3.69	4.00	19.54	63.00	0.00	0.00	0.00	0.00
26220000 PARKS AND REC MAINTENANCE	13.82	14.75	3.69	5.00	0.00	0.00	0.00	0.00
TOTAL PARKS & REC	24.00	25.50	40.15	102.00	0.00	5.00	0.00	0.00
REC CONSTRUCTION								
36180000 RECREATION FACILITIES	2.84	3.10	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REC CONSTRUCTION	2.84	3.10	0.00	0.00	0.00	0.00	0.00	0.00
COMMUNITY DEVELOPMENT								
27340000 COMMUNITY DEVELOPMENT	1.79	2.34	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY DEVELOPMENT	1.79	2.34	0.00	0.00	0.00	0.00	0.00	0.00



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
 (Based on Payroll Periods from 1/1/2012 to 9/30/2012)

		Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
SPLOST									
34213000	SPLOST V - ROADS	0.05	3.35	2.77	3.00	0.00	0.00	0.00	0.00
34214000	SPLOST V - ROADS & BRIDGES	28.46	32.00	1.90	1.00	0.00	0.00	0.00	0.00
TOTAL SPLOST		28.51	35.35	4.67	4.00	0.00	0.00	0.00	0.00
EMS									
53630000	EMS OPERATIONS	50.72	55.00	1.49	5.00	0.00	0.00	0.00	0.00
TOTAL EMS		50.72	55.00	1.49	5.00	0.00	0.00	0.00	0.00
FLEET									
61595000	FLEET MAINTENANCE	10.72	11.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FLEET		10.72	11.00	0.00	0.00	0.00	0.00	0.00	0.00
GRANTS									
23310000	LAW ENFORCEMENT GRANT	0.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23920555	EMERGENCY MANAGEMENT	0.00	0.00	0.97	1.00	0.00	0.00	0.00	0.00
25436555	OTHER ASSISTANCE	4.62	5.00	0.97	1.00	0.00	0.00	0.00	0.00
27150000	ENERGY CONSERVATION	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL GRANTS		5.18	5.00	1.95	2.00	0.00	0.00	0.00	0.00
V/W FUND									
22200000	FAMILY COURT	0.97	1.00	0.87	1.00	0.00	0.00	0.00	0.00
TOTAL V/W FUND		0.97	1.00	0.87	1.00	0.00	0.00	0.00	0.00
INSURANCE AND BENEFITS F									
61595555	INSURANCE AND BENEFITS FUND	0.97	1.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INSURANCE AND BENEFITS FUND		0.97	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	2.92	12.00	0.00	0.00
TOTAL OTHER FUND		0.00	0.00	0.00	0.00	2.92	12.00	0.00	0.00
TOTAL OTHER FUNDS		497.33	530.27	83.08	171.00	6.31	42.00	0.00	0.00



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(Based on Payroll Periods from 1/1/2012 to 9/30/2012)

	Avg FT	Budget FT	Avg PT	Budget PT	Avg BD	Budget BD	Avg ST	Budget ST
GRAND TOTAL	1,098.70	1158.00	169.95	239.00	10.31	63.00	16.62	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

January 8, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

INVOCATION

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"

CALL TO ORDER

CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

AMENDMENTS TO AGENDA

ANNOUNCEMENTS

Chairman to welcome new Commissioners.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM DECEMBER 18, 2012.

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM DECEMBER 18, 2012.

APPROVAL OF REGULAR MEETING MINUTES FROM DECEMBER 18, 2012.

PUBLIC HEARING

The Cherokee County Board of Commissioners will hold a public hearing on Tuesday, January 8, 2013 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia for an Exceptional Variance to the TND ordinance at 5808 Highway 92.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Reminder of Retreat dates: January 17 and January 18 at Barnsley Gardens, beginning at 3:00 p.m. on January 17 and concluding by noon on January 18. Agenda topics of discussion include, but are not limited to: Review of 2012 and Outlook for 2013, Cherokee County Strategic Plan, Ethics Ordinance, Lifelong Communities and Economic Development.
- B. Request to rename County road entrance to Georgia National Cemetery.
- C. Accept the resignations of three current members of the Resource Recovery Development Authority and assign three citizens to the Board with immediate effect.
- D. Discussion of vacancy on the Region One DBHDD Planning Board.
- E. Etowah River Water Trails Resolution.
- F. Review of draft reply to Grand Jury recommendations per letter dated December 2012.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

- A. Appointments to various Boards and Committees.

COMMISSION DISTRICT 3

BRIAN POOLE

- A. Appointments to various Boards and Committees.

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

- A. Appointment to the Cherokee Recreation and Parks Advisory Board.
-

CONSENT AGENDA

- 1.1 Consideration to approve lease of space in the Historic Courthouse for Congressman Gingrey's Office.
-

COUNTY MANAGER

- 2.1 Consider approval of the 2013 Tax Anticipation Note (TAN) which represents a temporary loan of \$1,264,900.00 to be received in January 2013 and repaid in December 2013 with an interest rate of 4.75%.
- 2.2 Consider approval of lease agreement for the use of Trinity Church gym for the Cherokee Youth Basketball (CYB) Program for practices and games. Cost is covered within the CYB Program budget.
- 2.3 Consider approval to purchase pipe and manhole inspection camera for the Roads and Bridges Department from Environmental Products of Georgia in the amount of \$15,275.00. A second quote was received by Public Works Equipment in the amount of \$17,995.00.

- 2.4 Consider approval of Professional Services Agreement with Rhonda D. McClendon & Associates to perform a forensic audit related to the BGR/Bobo Project in the amount of \$75,000.00 with authorization for additional funds if necessary as approved by the Board of Commissioners.

 - 2.5 Consider approval to award the construction contracts to the lowest responsible bidders, with the most responsive bid proposals as follows: City of Canton Etowah River Park project to Georgia Development Partners, LLC, in Atlanta GA for the proposed contract amount of \$3,385,769.99; County Park at Killian Site project to W.E. Contracting in Acworth in the proposed contract amount of \$3,139,360.00.
-

COUNTY ATTORNEY

- 3.1 City of Woodstock Annexation Notice.

ADJOURN

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

CHEROKEE COUNTY
BOARD OF COMMISSIONERS
Work Session

December 18, 2012

3:00 p.m.

Cherokee Hall

MINUTES

Vice-Chair, Commissioner Bosch, began at 3:14 p.m. with Commissioner Johnston, Commissioner Hubbard, and Commissioner Nelms also present. The Chairman was absent.

1. Recognition of employees who reached service milestones of 10, 15, 20 and 25 years by Steve McClure, Human Resources Director.

Mr. McClure stated there were 63 employees who have been notified and received their 5-year certificates. He went on to recognize 41 individuals for their 10, 15, 20, and 25 year milestones. The Vice-Chair, on behalf of the Chairman, thanked everyone for their service and dedication to the County.

The Vice-Chair announced that the Chairman was away visiting family and that she would be presiding over both meetings.

2. Discussion on BridgeMill Snow Removal Agreement.

The Vice-Chair began by stating the HOA President of BridgeMill had not gotten her a signed copy of the Snow Removal Agreement as of right before the Work Session. If he can before the regular meeting, she will bring it back up, then; but if not, perhaps the Board will bring it forward in January. She gave a brief overview of what the agreement entailed. The agreement would clear the way for them to be able to hire someone to

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clear the roads themselves at no cost to the County. Commissioner Johnston clarified BridgeMill would pay for the service. He also clarified that when clearing the roads if part of the road got damaged, BridgeMill would fix the road. The Vice-Chair stated that it is all in the contract. If they damage someone's property, a drain, or curb, they would repair it. Ms. Davis commented that the agreement is consistent with our standard professional services agreement, including an indemnity provision as well as an insurance provision. The Vice-Chair confirmed the contract is for the contractors and sub-contractors. BridgeMill has to be sure their contractors have a liability policy. She reiterated the HOA President was trying to pull his Board together to try and have it available prior to the regular meeting so they can discuss and vote on it if the Board agrees.

3. Discussion of Regular Agenda Items

The Vice-Chair went over the **Chairman's portion**:

The Vice-Chair asked if the amendments were current. She asked if Ms. Davis would go over the Holly Springs Annexation and the Woodstock Annexation Notice. Ms. Davis stated Holly Springs put in writing they were withdrawing their notice and had been removed from the agenda. She added that Holly Springs will likely turn in a revised petition related to the same area, because it would have reflected an illegal annexation because it created an island and that was a problem. She said we wanted them to officially withdraw it so our 30-day period was not ticking under the land dispute resolution statute. The Vice-Chair asked for clarification purposes if they needed to review it in the regular meeting. Ms. Davis said they did not since Holly Springs put it in writing that it was withdrawn. Ms. Davis continued to say that the issue has resolved itself at least until January. Commissioner Johnston added that there appears to be a way they can re-file the annexation in a way that does not create an island. He further added he reached out to the property owner and the developer to see if they would be interested in remaining in unincorporated Cherokee. It is possible they will withdraw completely, but at this point, we would expect the annexation to come back in legal form. The Vice-Chair asked where the annexation is and Commissioners Johnston and Hubbard replied it is the Hickory Flat store. Commissioner Johnston stated that what they're proposing is a convenience store and Dunkin' Donuts in a combined building on the corner, a Gibson property. They have tried to hold Gibson to an ONI use standard on a part of the property that adjoins adjacent residential Hickory Plantation. This development doesn't extend that far. So although it doesn't involve that, it is caught up in it. The Vice-Chair asked if Gibson said why he wanted to annex. Commissioner Johnston replied that he said he said he had had a hard time with his 14 other convenience stores developed in Cherokee County.

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Ms. Davis went over the Woodstock Annexation. She said she agreed with the Chairman who wanted to add this to tonight's agenda although it is not due for response under the Land Dispute Resolution deadlines until January 11, 2013. So, it can be voted on in the next meeting, but he wanted to put it out there in case of questions. The property is located at 12,730 Highway 92 in Woodstock between Trickum Road and South Cherokee Drive. It is owned by Rachel Smith and is a total of 5.77 acres. The current zoning is R80 and is part of the Highway 92 Overlay. The proposed new zoning is not specific and needs clarification. The zoning and parking setback variances are requested to accommodate a 150-unit senior assisted living facility. The future development map shows a suburban neighborhood. The Highway 92 Overlay does not have a Senior Assisted Living listed as a designated use. Commissioner Hubbard gave a word of caution reminding the Board of a previous experience when the Board approved a Senior Living facility and it proved not viable. It was brought back as a request for multi-family apartment buildings. The Board rejected it, but the courts gave the okay. He expressed concern for a repeat experience. Mr. Watkins provided a response. He stated they resolved that in their latest permitted uses table. Assisted living was moved to an OI category because it is an institutional use. In the past, Cherokee County has likened it to a multi-family facility. The Vice-Chair interjected that it couldn't work for the County but could for the City of Woodstock. Mr. Watkins stated that Woodstock has an assisted living ordinance with different criteria. The Vice-Chair asked if they could be permitted to build a senior living and if it does not work out, change to multi-family. Mr. Watkins said he didn't know enough specifics of the City's ordinance to answer. He stated they knew they had to zone it in the County in order to do this. They couldn't take advantage of the Highway 92 ordinance. What they discussed with the County is what they have put in the notice. Commissioner Johnston commented that except for the risk of what it could morph into, he didn't see it as an inappropriate use for that location. Commissioner Hubbard stated he was concerned about the availability for parking. Mr. Watkins interjected the facility would mostly use shuttles for transportation for the residents.

The Vice-Chair confirmed that it would be under the County Attorney's portion for the regular meeting. Ms. Davis stated that nothing more than discussion was necessary and needs to be looked at a little further. She offered that maybe the Board or staff could communicate with the City of Woodstock on the details of assisted living versus apartments.

The Vice-Chair then asked Commissioner Johnston if he would like to speak about the proclamation. Commissioner Johnston commented that it would be a great privilege to rename the Justice Center in honor of Judge Mills and believes all agree to proceed with it. He asked for permission to read the Proclamation in absence of the Chairman. It was agreed to vote on it and discuss it and then step down in front for the reading and presentation for photos. The Vice-Chair asked if the Board has named any other buildings before. Commissioner Hubbard stated they had.

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The Vice-Chair made an announcement about the Holiday Lights of Hope for kids of all ages held at Hobgood Park from December 13th through December 22nd, 6:00 p.m. to 10:00 p.m.

Commissioner Johnston wanted to take a minute to brag on the tax assessment staff. The Atlanta Journal-Constitution (AJC) has been monitoring county tax assessment values for several years since the property value began to decline. For this year's assessments, AJC determined that Cherokee County's average assessment error was 0%. No other county in metro Atlanta had a 0% over assessment with the average error rate being between 20 to 30%. The Vice-Chair believes it to be important for those who want to move here for business purposes or residential.

The Vice-Chair went over the retreat agenda topics: Review of 2012/Outlook for 2013; Fiscal Integrity; BOC Initiatives-Lifelong Communities, Ethics Ordinance Revision, Economic Development, County Strategic Plan, and Other. The retreat will be held January 17th and 18th at Barnsley Gardens, beginning 3:00 p.m. The official notice will be submitted to the media the first week in January. The Vice-Chair added that it is an open meeting and anyone who would like to attend, may do so.

Mr. Cooper went over items under the **Consent Agenda** portion:

- Consider approval to set a public hearing date for January 22, 2013 to hear a request for modification of a zoning condition, specifically Condition 2, on Rezone Case No. 00-12-030.

This is for a property where a lot has a 50-foot buffer, requested to be reduced to 25 feet. Commissioner Johnston stated he couldn't imagine what the argument would be for him to want to make this change. He mentioned that Ms. Davis advised these arguments be heard when requested. Ms. Davis stated this is different than a variance appeal. Since this is not an appeal, we are obligated to hear it.

- Consider approval to authorize the Tax Commissioner's offices to accept personal, company, certified, treasurers and cashier's checks. Also requesting authorization to accept bank, postal and express money orders as well as debit/credit cards in payment for tax and tag fees pursuant to O.C.G.A. 48-5-146.

Commissioner Johnston asked if this is where the user of the credit card has to pay the bank charge. Mr. Cooper responded that it is similar to the County's convenience fee.

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

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- Consider approval of Amendment One to the Professional Services Agreement dated November 17, 2011 with Ten-8 Fire Equipment, Inc.

Mr. Cooper stated that Ten-8 is where we purchased new ambulances. They have identified a new sub-contractor, Marquis Ambulance of Indiana. They have agreed to adhere to the County's specifications outlined in the RFP. Additional cost is about \$1,700 per ambulance not to exceed \$5,000 within the calendar year if they don't deliver by May 21st. They said they would deliver the ambulances in four squads on May 14th. The Vice-Chair asked if this was equipment for the ambulances. Mr. Cooper replied that it is the box itself.

- Consider final acceptance of all public right-of-way, roadways and appurtenant drainage structures in the Centennial Lakes subdivision including 1,291 LF of Centennial Lake Parkway and 295 LF of Shaw Drive.
- Consider approval of a one-year extension of the Professional Services Agreement with Key Risk Management Services from January 1, 2013 through December 31, 2013 with no change in scope of services or fees.

Mr. Cooper added that compared to 2011, regarding medical bill review, the pay amount reduced from \$531,262 to \$444,999. Net savings increased from 37% to 45%. The penetration percent from providers increased from 84% to 89%. Penetration of billed amount maintained at 91%. Open claims for the period reduced from 62 to 27, a reduction of 57.5%. Hopefully, the downward trend will continue.

- Consider approval to award the construction contract to the lowest responsible bidder with the most responsive bid proposal to Georgia Development Partners, LLC in Atlanta, GA for the base bid amount of \$849,939.29 and contingency amount of \$75,000.00 for the Woodstock Trails, Noonday Creek and Downtown Spur project. Also requesting the amount of \$75,000.00 for trail signage and furnishings to be purchased directly by the City of Woodstock, billed and paid directly by Cherokee County for a total requested amount of \$999,939.29 from the Park Bond program.

The Vice-Chair asked if the snag with the Corps was worked out. Mr. Cooper responded that we're hopeful they will obtain all the easements necessary. They are working to get those obtained before the award. We will issue a notice to proceed once the easements are obtained. Mr. Echols interjected that two trails are not on Corps property. We are not hitting any obstacles with property owners, themselves. The County still has some work to do as well as the City of Woodstock. Commissioner Johnston commented the risk seems to be low that Woodstock would fail to get the property easements; but if we were to award a bid

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and they couldn't get the easements, we'll end up owing the company. Mr. Cooper stated it is certainly contingent on the necessary documentation. Commissioner Nelms asked if the Board could see the signage prior to placement. Mr. Echols responded the signage requested is the same signage used on their current trails and he would relay that request to look at the signage. Mr. Cooper added he would make a provision when he presents the motion. Commissioner Hubbard asked if the signage included location markers. Mr. Echols responded he would check with the city to see what their signage requirements are. Commissioner Hubbard added he would like to see that included in the initial stages because it is extremely useful in helping emergency services locate someone in the event that 9-1-1 is called. (Note, it was determined during the regular meeting that the location markers were included.) The Vice-Chair stated she knew our fire department had worked with them on that and other projects such as Garland Mountain.

- Consider approval of selection of three (3) local companies to be placed on the rotation list to provide board-up services to Cherokee County residents and businesses: 1-800-BOARDUP, Disaster Response Team, LLC, and Latimer Construction.

If demand requires, the other two proposals can be added upon Board approval. The Vice-Chair asked how the rotation works. Mr. Cooper responded it is similar to a wrecker service rotation. Commissioner Johnston interjected this does not keep a homeowner from calling whomever they want. Mr. Cooper went over the process of how the board-up works. The board-up secures the home. Whatever happens afterwards is the homeowner's responsibility. Commissioner Hubbard commented that insurance companies pre-approve securing to prevent further damage and may have their own choice for securing the property, but they will have to pay a certain amount. Mr. Cooper stated we requested these companies will not bill the residents. If they filed a claim, they have to go through the insurance company. If the homeowner doesn't have an insurance company, the board-up company eats the cost. That is outlined in the proposal. Complaints will be reviewed and dealt with in-house. The Vice-Chair asked if we have had any complaints. Mr. Cooper said he had not received any formal complaints. This is just a service to the homeowner.

- Consider renewal of property auction agreement with Jeff Dobson & Associates for a period of three (3) years: 2013, 2014, and 2015, with 0% seller commission for vehicles and equipment, and 10% on other items.
- Consider renewal of contract between Cherokee County and Rindt-McDuff Associates, Inc. (RMA) for the Blalock Road Landfill closure at a cost not to exceed \$148,000.00.

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Mr. Cooper added these are for testing for groundwater and methane. Their agreement is slightly less than this year by \$500. He said we may need to look at the budget if EPD recommends. They've identified about \$15,000 for an active methane system that EPD may require the County to do. The Vice-Chair asked what that would be. Mr. Cooper explained the process. Commissioner Johnston added that the ultimate goal is that at some point the EPD will declare the landfill closed and no longer a need for this and we can build ball fields or something on top of it, but we don't seem to be anywhere close to that, maybe half way there. Mr. Cooper stated the feds require 30-year monitoring. Commissioner Johnston said that even after the 30 years is up, it's still not guaranteed. The Vice-Chair asked if they could escalate it if they put in the machines. Mr. Cooper explained that if the readings exceed the threshold, we'll need to take a more active approach to extraction of the methane. The Vice-Chair interjected that the little bit of money now may save a lot more money if we could close it early.

- Consider approval of resolution and agreement with the Georgia Department of Natural Resources, Environmental Protection Division, for reimbursement in the amount of \$20,721.83 of eligible cost the county spent for Blalock Road Landfill.
- Consider approving public safety software contract with Tiburon as recommended by a cross-functional committee consisting of representatives from the Sheriff's Office, E-911, GIS, Procurement, Fire and Information Technology. The amount requested is \$350,000.00 plus an annual maintenance fee of \$110,000.00 for 7 years.

Mr. Cooper added it would take two plus years to transition into other software. He believes the best approach would be to sit down with Tiburon. They agreed that we will pay \$350,000 to obtain the newest upgrades to bring us up to date and will reduce our annual maintenance by \$50,000 a year. Ms. Davis confirmed this was from the new SPLOST. The Vice-Chair asked if this will be good for five years. Mr. Cooper stated that this agreement was for seven years. Whenever upgrades are not made, issues will arise. The way the current contract was written, it doesn't help us much. The Vice-Chair further confirmed that we aren't getting completely new software and that we are just upgrading and maintaining what we already have. Mr. Cooper added we will have to purchase some new hardware. The Vice-Chair asked if this is a short-term fix. Mr. Cooper replied it would be a long-term solution.

- Consider approval of Amendment One to the Atlanta Regional Commission (ARC) FY2013 budget contract and budget amendment. State and federal funds in NSIP (Nutrition Services Incentive Program) were reduced; Federal funding from \$42,405 to \$24,556; State funding from \$15,705 to \$9,100. Adjustments were

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made to accommodate these changes, resulting in no changes in the County's portion of the budget.

Mr. Cooper added that we have been notified that our funding for next year will increase. Commissioner Johnston asked for an approximate number of seniors on the list to receive Meals-on-Wheels services. Mr. Brandon responded there are over 100 on the waiting list. He also added that no senior requesting this service is going without meals. The budget cuts did not affect the number of seniors served. We have reallocated funds in order to keep services from being affected.

- Consider approval to burn acquired structure located at 155 Hickory Road, Canton, GA 30115 for fire training purposes.

The Vice-Chair asked if there was anything else. Hearing none, Commissioner Hubbard made a motion to adjourn to Executive Session at 4:15 p.m. Commissioner Nelms seconded and the motion carried unanimously.

Executive Session to Follow

MINUTES

Cherokee County Board of Commissioners

December 18, 2012

Regular Meeting

CHEROKEE HALL 6:00 PM

INVOCATION

Reverend Eynon with Woodstock Christian Church gave the invocation.

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 Hubbard led the Pledge of Allegiance.

CALL TO ORDER

VICE-CHAIR/COMMISSIONER BOSCH

Vice-Chair Bosch called the regular meeting to order at 6:03 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. Chairman Ahrens was out of town visiting family and unable to attend.

RATIFY CLOSURE OF EXECUTIVE SESSION

Vice-Chair Commissioner Bosch called for a motion to ratify closure of Executive Session at 5:45 p.m.

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

PROCLAMATION

Consider resolution and proclamation for the naming of Justice Center in Honor of Judge Frank C. Mills III.

Vice-Chair Bosch asked Commissioner Johnston if he would like to speak about the proclamation having been involved from the beginning. Commissioner Johnston thanked the Vice-Chair for the honor and added that Mr. Cooper had brought the idea of renaming the Justice Center in honor of Judge Mills' retirement to the Board after hearing from several members of the Justice Center. At the suggestion, the Board decided to seek input from the community and particularly from the court system. He said that although the Board technically owns the building, the Justice Center is home to

the justice system and all those who work there. He said that the response was overwhelmingly positive.

Commissioner Johnston made a motion to rename the Justice Center as the **Frank C. Mills III Justice Center** effective December 31, 2012; Commissioner Nelms seconded and there was unanimous approval, 4-0.

Commissioner Johnston invited family members, friends and staff and anyone who wanted to participate to come forward to share in the proclamation and photos.

Commissioner Johnston added that likely an unveiling will take place once a sign, etc. was ready for the building.

Judge Mills said that he was honored and humbled by the recognition. He said that all he has done is what the other judges have done as well as the DA. He added that he had been privileged to have worked with so many unselfish and dedicated people who do the same thing he does every day.

On the recommendation of the County Attorney for clarification, after having read the proclamation, Commissioner Johnston made a motion to formally adopt the resolution; Commissioner Bosch seconded and there was unanimous approval.

AMENDMENTS TO AGENDA

1. Under County Attorney Portion: 3.1 Add Woodstock Annexation Notice Discussion

(Removed Annexation Notice from City of Holly Springs, Notice formally Withdrawn by Holly Springs.)

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

ANNOUNCEMENTS

Holiday 'Lights of Hope' Christmas celebration for kids of all ages.
December 13 – 22, 6:00 p.m. to 10:00 p.m. at Hobgood Park.

(Flyers available on the table outside of Cherokee Hall.)

Commissioner Johnston commented on the tax assessment staff. He said that the Atlanta Journal-Constitution (AJC) has been monitoring county tax assessment values for several years since the property value began to decline. For this year's assessments, AJC determined that Cherokee County's average assessment error was 0%. No other county in metro Atlanta had a 0% over assessment with the average error rate being between 20 to 30%. The Vice-Chair added that it is important to note for those who are considering moving here for business purposes or residential.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM DECEMBER 4, 2012.

As distributed by the County Manager.

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

APPROVAL OF WORK SESSION MINUTES FROM DECEMBER 4, 2012.

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

APPROVAL OF REGULAR MEETING MINUTES FROM DECEMBER 4, 2012.

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

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

No one had signed up to speak.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

Retreat Agenda will include discussion on the following topics and others may be added:

- Review of 2012 / Outlook for 2013
- Fiscal Integrity

- BOC Initiatives: Lifelong Communities
Ethics Ordinance Revision
Economic Development
County Strategic Plan
Other

The retreat will be held on January 17 and January 18 at Barnsley Gardens, beginning at 3:00 p.m. on January 17 and concluding by noon on January 18. (Official notice will be submitted to the media the first week in January 2013.)

On behalf of Chairman Ahrens, Vice-Chair Bosch went over the items under the Chairman's portion.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

JIM HUBBARD

VICE-CHAIR/COMMISSION DISTRICT 3

KAREN BOSCH

COMMISSION DISTRICT 4

JASON NELMS

Vice-Chair Bosch asked Mr. Cooper to go over the Consent Agenda. Mr. Cooper stated that before Consent Agenda, he would like to read comments provided by Chairman Ahrens who couldn't be at tonight's meeting because he was visiting family in Connecticut.

Comments included 'thinking back about our Cherokee County Community to 2004 to 2006 when blank checks were available for homeownership, no credit-no problem...in retrospect, what happened'. He went on to say that he took the Chairman's gavel just as everything had peaked and headed south really fast, so he had not experienced the upside, but has only known the downside which we have been managing since 2007....cash flow, priorities, continuous improvement, etc. our internal theme has been = "Manage the Downside/ Create Opportunities", but we will get through this because we have the premier County in Metro Atlanta. He said that we have kept our heads above water with no layoffs or furloughs while improving levels of service.

Lastly, Mr. Cooper read the comments provided by Chairman Ahrens regarding the two long standing commissioners who are leaving us.

Service of Commissioner Karen Bosch:

Karen is as dedicated and hardworking as anyone could possibly be. Most of what she accomplishes we never see or hear about... it just gets done in the trenches. These quiet "wins" are what really characterizes her contributions.

She has championed to significantly improve the professionalism and capabilities of our Fire / EMS services... she fought for increased funding to significantly change the playing field of this critical component of protecting lives and property.

She has always had thoughtful points of view - supportive or not, but with specific, detailed rationale, not fluffy subjective stuff, and that is extremely valuable in our working environment.

Somehow, I believe this stage might simply be a 'time out' rather than retreat from public service.

The very best of luck to you Karen in whatever you do...

Service of Commissioner Jim Hubbard:

Jim has made numerous contributions while serving 8 years as your District 2 Commissioner. He's a solid, reliable professional, and extremely knowledgeable about a wide range of topics relevant to the Commission's responsibility.

He's a great team player, and often plays devil's advocate amongst us. For example, after every single one of the past six retreats, Jim has said - this is so valuable and important, maybe we should consider a mid-year retreat.

I know he has sacrificed many 'business opportunities' to instead serve his constituents. I hope he can now reach out to or beyond some of those lost opportunities and capture them. This is the nature of serving your community and sacrificing your own business growth.

Jim has been steadfast in his commitments to his constituents and I wish good health and good luck to 'recapture' those lost opportunities.

In summary the Chairman left these remarks:

Your Board of Commissioners must function in a collaborative, professional, and respectful manner, and I truly believe that we do. Sure, we have differences - sometimes big differences - but approaching those in the right manner ensures that each has their say, but at the end of the day we come out with a practical solution or direction... we do not need unanimity, rather consensus and mutual support for the outcome. "

Commissioner Bosch and Commissioner Hubbard thanked Chairman Ahrens for his support and comments.

CONSENT AGENDA

- 1.1 Consider approval to set a public hearing date for January 22, 2013 to hear a request for modification of a zoning condition, specifically Condition 2, on Rezone Case No.00-12-030.

- 1.2 Consider approval to authorize the Tax Commissioner's offices to accept personal, company, certified, treasurers and cashier's checks. Also requesting authorization to accept bank, postal and express money orders as well as debit/credit cards in payment for tax and tag fees pursuant to O.C.G.A. 48-5-146.

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

COUNTY MANAGER

- 2.1 Consider approval of Amendment One to the Professional Services Agreement dated November 17, 2011 with Ten-8 Fire Equipment, Inc.

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

- 2.2 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Centennial Lakes subdivision including 1,291 LF of Centennial Lake Parkway and 295 LF of Shaw Drive.

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

- 2.3 Consider approval of a one-year extension of the Professional Services Agreement with Key Risk Management Services from January 1, 2013 through December 31, 2013 with no change in scope of services or fees.

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

2.4 Consider approval to award the construction contract to the lowest responsible bidder with the most responsive bid proposal to Georgia Development Partners, LLC. in Atlanta, GA for the base bid amount of \$849,939.29 and contingency amount of \$75,000.00 for the Woodstock Trails, Noonday Creek and Downtown Spur project. Also requesting the amount of \$75,000.00.00 for trail signage and furnishings to be purchased directly by the City of Woodstock, billed and paid directly by Cherokee County for a total requested amount of \$999,939.29 from the Park Bond Program.

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

2.5 Consider approval of selection of three (3) local companies to be placed on the rotation list to provide board-up services to Cherokee County residents and businesses: 1-800-BOARDUP, Disaster Response Team, LLC, and Latimer Construction.

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

2.6 Consider renewal of property auction agreement with Jeff Dobson & Associates for a period of three (3) years: 2013, 2014 and 2015, with 0% seller commission for vehicles and equipment, and 10% on other items.

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

2.7 Consider renewal of contract between Cherokee County and Rindt-McDuff Associates, Inc. (RMA) for the Blalock Road Landfill closure at a cost not to exceed \$148,000.00.

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

2.8 Consider approval of resolution and agreement with the Georgia Department of Natural Resources, Environmental Protection Division, for reimbursement in the amount of \$20,721.83 of eligible cost the county spent for Blalock Road Landfill.

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

2.9 Consider approving public safety software contract with Tiburon as recommended by a cross-functional committee consisting of representatives from the Sheriff's

Office, E-911, GIS, Procurement, Fire and Information Technology. The amount requested is \$350,000.00 plus an annual maintenance fee of \$110,000.00 for 7 years.

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

2.10 Consider approval of Amendment One to the Atlanta Regional Commission (ARC) FY2013 budget contract and budget amendment. State and federal funds in NSIP (Nutrition Services Incentive Program) were reduced; Federal funding from \$42,405 to \$24,556; State funding from \$15,705 to \$9,100. Adjustments were made to accommodate these changes, resulting in no changes in County's portion of the budget.

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

2.11 Consider approval to burn acquired structure located at 155 Hickory Road, Canton, GA 30115 for fire training purposes.

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

COUNTY ATTORNEY

3.1 AMENDED: City of Woodstock Annexation Notice

Ms. Davis went over the Woodstock Annexation. The property is located at 12,730 Highway 92 in Woodstock between Trickum Road and South Cherokee Drive. It is owned by Rachel Smith and is a total of 5.77 acres. The current zoning is R80 and is part of the Highway 92 Overlay. As discussed in Work Session, concerns exist due to a previous experience when the Board approved a Senior Living facility that proved not viable and was later brought back as a request for multi-family apartment buildings. The Board rejected it, but the courts gave the okay. Mr. Watkins says that the county has resolved that possibility in their latest permitted uses table, but Woodstock has an assisted living ordinance with different criteria. The Vice-Chair asked if they could be permitted to build a senior living and if it does not work out, change to multi-family. Mr. Watkins said he didn't know enough specifics of the City's ordinance to answer. He stated they knew they had to zone it in the County in order to do this. Ms. Davis stated that nothing more than discussion was necessary tonight but the matter needs to be

looked at a little further, possibly having staff work with the City of Woodstock on the details of assisted living versus apartments.

ADJOURN

The Vice-Chair asked if there was any further business. Hearing none, Commissioner Hubbard made the motion to adjourn at 6:46 p.m.; Commissioner Nelms seconded and the motion received unanimous approval.

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Hold a public hearing for a TND variance MEETING DATE: January 8, 2013

SUBMITTED BY: Margaret Stallings, Principal Planner

COMMISSION ACTION REQUESTED:

Hold a public hearing for an Exceptional Variance to the TND ordinance at 5808 Highway 92 for a restaurant.

FACTS AND ISSUES:

See attached application package.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Consider approving the Exceptional Variance at 5808 Highway 92.

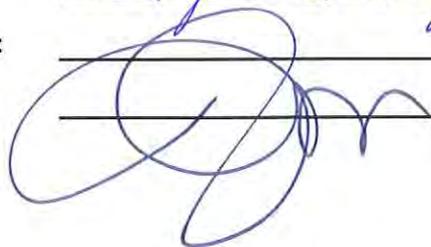
REVIEWED BY:

DEPARTMENT HEAD:

Margaret Stallings for Jeff Watkins

COUNTY ATTORNEY:

COUNTY MANAGER:



RESOLUTION NO. 2013- R-
APPLICANT: Alcira Romtvedt
Address: 5808 Hwy 92

A resolution approving an exceptional variance to Table 10 of Article 8 – Traditional Neighborhood Development to allow the property to be used for a restaurant under Section 13.2.7C of the Bells Ferry Community Design District for the following described property:

1.792 acres located in Land Lot 1191 & 1192 of the 21st District, 2nd Section of Cherokee County, Georgia, and indicated as Parcel **219** on Tax Map **21N12**.

WHEREAS, it hereby is found and determined that an application for an exceptional variance on the above described property was filed on November 19, 2012.

Proposed Use: Restaurant

WHEREAS, it likewise is found that the Cherokee County Board of Commissioners, after notice as required by law, did conduct a public hearing upon such change of zone on January 8, 2013 in Cherokee Hall of the Cherokee County Administrative Building. The Cherokee County Board of Commissioners did **approve** as requested to allow the property to be used for a restaurant by exceptional variance under the requirements of the Bells Ferry Community Design District and Article 8 – Traditional Neighborhood Development of the Zoning Ordinance.

NOW, THEREFORE, be it resolved and it is hereby enacted pursuant to the authority of the Cherokee County Board of Commissioners that the above-described exceptional variance is **approved** for the property described above and the Zoning Administrator is so notified.

Adopted this 8th day of January, 2013 .

Buzz Ahrens, Chairman

Christy Black, County Clerk

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Set a public hearing for a TND variance

MEETING DATE: December 4, 2012

SUBMITTED BY: Margaret Stallings, Principal Planner

COMMISSION ACTION REQUESTED:

Consider setting a public hearing for January 8th BOC meeting for an Exceptional Variance to the TND ordinance at 5808 Highway 92 for a restaurant.

FACTS AND ISSUES:

See attached application package.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Set a public hearing for BOC meeting on January 8, 2013.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

Received 11/19/12

REQUEST FOR EXCEPTIONAL VARIANCE

Resolution # 2007-Z-002

Applicant:

Alcira Romtvedt

5808 Highway 92 Acworth GA.
30102

cell 718 600 7539

alensol@yahoo.com

Request: To utilize property for a restaurant under Section 16.2.7C - Single Use on Smaller Tracts. Restaurants are only allowed in
Neighborhood Edge (NE) zone by Exceptional Variance in Table 10 of Article 8 - Traditional Neighborhood Development

Existing use of property: Residence

Proposed use of property: Restaurant

Address of Property: 5808 Highway 92, Acworth, Georgia 30102

Size of property: 1.79 acres Square Feet/Acres

Commission District 4

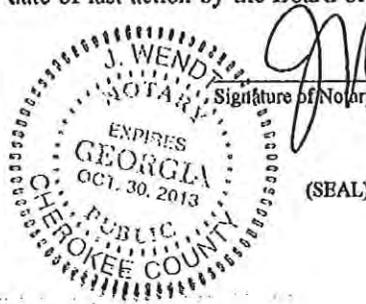
Map 21N12, Parcel 219

Land Lot 1191 & 1192, District 21

The undersigned is authorized to make this application. The undersigner is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the Board of Commissioners unless waived by the County Commissioners.

Alcira Romtvedt NOV-19-12
Signature of Applicant Date

Alcira Romtvedt
Typed or Printed Name and Title



J. Mendel 11-19-12
Signature of Notary Public Date

(SEAL)

Alcira Romtvedt NOV-19-12
Signature of Owner Date

Alcira Romtvedt
Typed or Printed Name and Title

Signature of Notary Public Date

(SEAL)

Signature of Owner Date

Typed or Printed Name and Title

Signature of Notary Public Date

(SEAL)

I UNDERSTAND THAT I AM TO POST THE NOTICE SIGN(S) ON A HARD-BACKED SURFACE SUPPORTED BY A FREE-STANDING STRUCTURE/WOODEN OR METAL POST(S) ALONG EACH ROAD FRONTAGE OF THE PETITIONED PROPERTY. THE NOTICE SIGNS SHOULD BE CLEARLY VISIBLE FROM THE ROAD WITH NO OBSTACLES BLOCKING THE VIEW. I FURTHER UNDERSTAND THAT I AM NOT TO ATTACH THE NOTICE SIGN(S) TO ANY NATURAL VEGETATION, EXISTING SIGNAGE, OR UTILITY STRUCTURE(S). I AM TO POST THE SIGN AT LEAST 30 DAYS PRIOR TO THE PUBLIC HEARING.

DISCLOSURE

IF THE ANSWER TO ANY OF THE FOLLOWING QUESTIONS IS "YES," YOU MAY BE REQUIRED UNDER O.C.G.A. 36-67A-3 TO PROVIDE FURTHER INFORMATION:

A. ARE YOU, OR ANYONE ELSE WITH A PROPERTY INTEREST IN THE SUBJECT PROPERTY, A MEMBER OF THE CHEROKEE COUNTY PLANNING COMMISSION OR CHEROKEE COUNTY BOARD OF COMMISSIONERS?

YES _____ NO NO

B. DOES AN OFFICIAL OF SUCH PUBLIC BODIES HAVE ANY FINANCIAL INTEREST IN ANY BUSINESS ENTITY WHICH HAS A PROPERTY INTEREST IN THE SUBJECT PROPERTY?

YES _____ NO NO

C. DOES A MEMBER OF THE FAMILY OF SUCH OFFICIALS HAVE AN INTEREST IN THE SUBJECT PROPERTY AS DESCRIBED IN (A) AND (B)?

YES _____ NO NO

D. WITHIN TWO (2) YEARS IMMEDIATELY PRECEDING THIS APPLICATION, HAVE YOU MADE CAMPAIGN CONTRIBUTION(S) OR GIVEN GIFTS TO SUCH PUBLIC OFFICIALS AGGREGATING \$250.00 OR MORE? IF YES, PLEASE IDENTIFY TO WHOM AND THE AMOUNT OF CONTRIBUTION.

YES _____ NO NO

NOV-19-12
DATE

Shirley R. Ruffalo
APPLICANT'S SIGNATURE

I UNDERSTAND THAT I AM TO POST THE NOTICE SIGN(S) ON A HARD-BACK SURFACE SUPPORTED BY A FREE-STANDING STRUCTURE/WOODEN OR METAL POST(S) ALONG EACH ROAD FRONTAGE OF THE PETITIONED PROPERTY. THE NOTICE SIGN(S) SHOULD BE CLEARLY VISIBLE FROM THE ROAD, WITH NO OBSTACLES BLOCKING THE VIEW. I FURTHER UNDERSTAND THAT I AM NOT TO ATTACH THE NOTICE SIGN(S) TO ANY NATURAL VEGETATION, EXISTING SIGNAGE, OR UTILITY STRUCTURE(S). I AM TO POST THE SIGN AT LEAST 15 DAYS PRIOR TO THE PUBLIC HEARING. AT THE DISCRETION OF THE CHAIRMAN OF THE BOARD, FAILURE TO COMPLY WITH THIS AGREEMENT MAY RESULT IN DENIAL OR POSTPONEMENT OF THE CASE.

NOV. 5-12.

DATE

Ali Roubedi

SIGNATURE OF APPLICANT

Margaret Stallings

From: Paul Romtvedt [cagrowp@yahoo.com]
Sent: Tuesday, November 27, 2012 10:13 AM
To: Margaret Stallings
Subject: Re: Exceptional Variance Application for 5808 Highway 92

Dear Margaret, We have a dream of uplifting humanity by serving healthy, affordable food. Our plan is to convert 5808 hiway 92 to a restaurant. This location will allow us to fulfill Our dream. This restaurant Will uplift the Cherokee county residents and beyond.
Sincerely, Paul and Alcira Romtvedt

From: Margaret Stallings <mstallings@cherokeega.com>;
To: alcrisol@yahoo.com <alcrisol@yahoo.com>; Paul Romtvedt <cagrowp@yahoo.com>;
Subject: Exceptional Variance Application for 5808 Highway 92
Sent: Wed, Nov 21, 2012 3:17:09 PM

Dear Alcira & Paul,

The Zoning Administrator has asked me to get an email from you that can serve as your letter of intent for this application.

I need an email from you with a few sentences describing why you are seeking this variance. I need it by Thursday, November 29.

Please let me know if you have any questions.

Sincerely,

Margaret Stallings, AIA, AICP

Principal Planner

Cherokee County Planning and Land Use

1130 Bluffs Parkway

Canton, GA 30114

678.493.6106

678.493.6111 fax

mstallings@cherokee.com

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.

--

This email was Anti Virus checked by Astaro Security Gateway. <http://www.astaro.com>

Deed Book **11762** Pg **453**
Filed and Recorded 3/28/2012 12:07:53 PM
28-2012-010060
Transfer Tax \$127.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

[space above this line reserved for recording information]

WARRANTY DEED

After recording return to:
Danny G. Schulman
CUTLER & SCHULMAN, P.C.
1600 South Cobb Drive, Ste 100
Marietta, Ga. 30060
(770) 429-9242
File No. 120111-2

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE is made this 27th day of March, 2012, between SECURITY EXCHANGE BANK, (hereinafter referred to as "Grantor"), and ALCIRA ROMTVEDT, (hereinafter referred to as "Grantee"); ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described real property, to wit:

All that tract or parcel of land lying and being in Land Lot 1191 & 1192 of the 21st District, 2nd Section, Cherokee County, Georgia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

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

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever.

WITNESS the hand and seal of Grantor as of the date above.

Signed, sealed and delivered in the presence of:

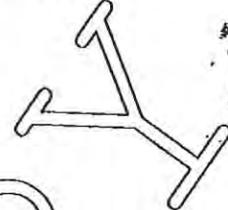
SECURITY EXCHANGE BANK

Debi Ringers
Unofficial Witness

David H. McGinnis
(SEAL)

BY: David H. McGinnis
Title: President

[Signature]
Notary Public



COPY

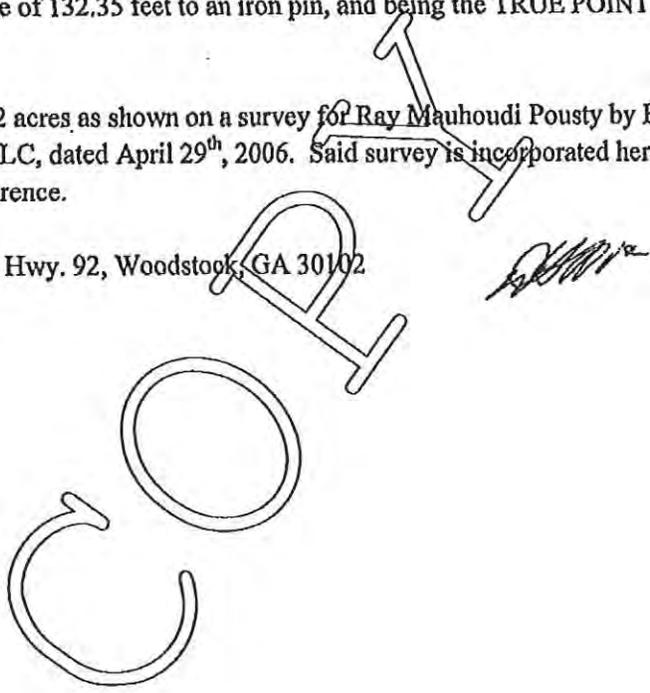
EXHIBIT "A"
Legal Description

All that tract or parcel of land lying and being in Land Lots 1192 & 1191 of the 21st District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the southwest corner of Land Lot 1191; thence traveling along the western line of Land lot 1191 North 705.34 feet to an iron pin, and the TRUE POINT OF BEGINNING; thence North 89 degrees 29 minutes 00 seconds West a distance of 67.78 feet to an iron pin found; thence North 07 degrees 45 minutes 51 seconds East a distance of 395.04 feet to an iron pin found on the southerly right of way of Ga. S. R. Highway 92 (having a variable right of way); thence along said right of way North 89 degrees 09 minutes 54 seconds East a distance of 16.92 feet to a point; thence continuing along said right of way along a curve having a radius of 2020.99 feet, and an arc distance of 161.12 feet, and being subtended by a chord bearing of South 88 degrees 16 minutes 02 seconds east a distance of 181.06 feet to an iron pin; thence leaving said right of way South 07 degrees 30 minutes 32 seconds West a distance of 391.35 feet to an iron pin found; thence North 89 degrees 29 minutes 00 seconds West a distance of 132.35 feet to an iron pin, and being the TRUE POINT OF BEGINNING.

Said tract containing 1.792 acres as shown on a survey for Ray Mauhoudi Pousty by Knight & Knight Land Surveyors, LLC, dated April 29th, 2006. Said survey is incorporated herein and made a part hereof by reference.

Property Address: 5808 Hwy. 92, Woodstock, GA 30102
Parcel ID: 21N12 219



5808 Highway 92

Bells Ferry Overlay District Neighborhood Zones



Legend

- | | |
|---------------------|---------------------------|
| Subject Property | Neighborhood_Zones |
| Streets | NE |
| 1/4 mile radius | NG |
| Tax Parcels | NC |
| Building Footprints | SD |
| 100 Year Flood Zone | CV |



This map has been compiled from the most up to date and reliable sources available. Cherokee County is not responsible for errors and omissions contained in this map. No warranties or representations are expressed or implied in fact or in law.



Prepared by:
Cherokee County
Planning & Land Use
Canton, Georgia
November 29, 2012



2112D 140 2112D 141 2112D 142 2112D 143

2112D 145 5581 Woodland Dr

2112D 183

2112 188

Land District 21 Land Lot 1185

GC

Hwy 92 Overlay

2112 190

5737 Hwy 92

5799 Hwy 92

2112D 146 5549 Woodland Dr

2112D 147 5537 Woodland Dr

2112D 149

2112D 152 5534 Woodland Dr

2112D 151 5522 Woodland Dr

2112D 150 5691 Hwy 92

2112D 175 5921 Hwy 92

2112D 174

2112D 173

2112D 156 5546 Crestview Dr

2112D 157

2112D 154 5542 Woodland Dr

2112D 155

1168 Pine Ln

2112D 182

Hwy 92

Land District 21 Land Lot 1192

2112 179

2112 178 5786 Hwy 92

2112 219 5608 Hwy 92

2112 214 5858 Hwy 92

2112 218 5886 Hwy 92

Bells Ferry Overlay

5846 Hwy 92

5844 Hwy 92

R20

Land District 21 Land Lot 1191

GC

2112 214A 5911 Hwy 92

2112E 023 2184 Creekwood Ct

2112E 027 2154 Cascade Dr

2112E 024

2112E 025

2112E 026 2142 Cascade Dr

2112E 035 2181 Cascade Dr

2112E 028 5518 Hiawassee Dr

2112E 034

2112E 029 5506 Hiawassee Dr

2112E 033

2112E 030

2112 212 R40





ADVISORY COUNCIL
GEORGIA NATIONAL CEMETERY
2025 Mount Carmel Church Lane
Canton, GA 30114

Dec 17

RECEIVED
DEC 17 2012

December 11, 2012

2012-2014 Council

Chairman
Tom Doner

Vice Chairman
Todd Copley

Treasurer
Tom Wáder

Secretary
Charles Copps

Chaplain
Jim Carmichael

Sergeant-at-Arms
Don Ware

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

*Copy to Jerry C
Christy B
Jan 08 BOC
agenda*

Dear Chairman Ahrens,

As Chairman of the Georgia National Cemetery Advisory Council (GNCAC), I would like to put forth a request for the Cherokee County Board of Commissioners to consider. You all are no doubt aware that the property, on which the Georgia National Cemetery (GNC) is located, was donated by Mr. Scott Hudgens. Mr. Hudgens was himself a WWII Veteran whose desire was to honor all of those Veterans who served our great Nation. This has come to fruition, in the form of GNC, which has become a valuable asset to Cherokee County. I might say one that many of its residents do not fully realize and appreciate.

This being said, we ask that the roadway from Georgia Highway 20 to the entrance of GNC be duly named "Scott Hudgens Drive". It is our feeling that Mr. Hudgens should be further honored and recognized with this action. Your diligent and immediate consideration of this request is greatly appreciated.

If there is anything the Council can do to help please don't hesitate to contact me at 770-715-3058 (cell) or 770-704-9793 (home).

Sincerely,

Tom Doner
Chairman, GNCAC

Cc: Commissioner Karen Bosch
Commissioner Jim Hubbard
Commissioner Harry Johnston
Commissioner Jason Nelms
Mr. Geoff Morton, Director, Cherokee County Public Works Agency



Georgia Department of Behavioral Health & Developmental Disabilities
Frank W. Berry Commissioner

DBHDD Region One Office

705 North Division Street, • Building 104 • Rome, GA 30165 • Phone: 706-802-5272 • FAX: 706-802-5280

January 2, 2013

Buzz Ahrens, Chairman
Cherokee County Board of Commissioners
1130 Bluffs Pkwy
Canton, Ga. 30114-5632

Dear Chairman Ahrens:

According to our records, the DBHDD Region One Planning Board has one (1) vacant seat for Cherokee County. We are requesting that you appoint a new member to represent your County.

Filling this vacancy as soon as possible will ensure representation for the citizens of Cherokee County. When making your selection for a new appointee, please be mindful of the requirements that more than half of the Planning Board's membership is to be consumers and family members of consumers, and that the duration of a term is 3 years or the unexpired term of the person being replaced. Notice of this appointment should be on your letterhead and must include the appointment date and the expiration date for the appointee's term. Please send us the appointment letter and a copy of the person's completed application.

The DBHDD Region One Planning Board's meeting location is the Ball Ground Public Library Conference Room in Ball Ground, Georgia 30107. The Board regularly meets the second Thursday of every other month from 2:00 p.m. until 4:00 p.m. The next scheduled meeting is February 14, 2013.

For your convenience I have enclosed a copy of the Bylaws, a 2013 DBHDD Region One Planning Board meeting schedule, a Board Member's Application and a W-9 form for the appointee to complete and return to this office. You are welcome to use the application form that accompanies this letter or one from your office that has similar information. If you have questions or concerns, please feel free to call me at (706) 802-5272 or e-mail me at www.djdebose@dhr.state.ga.us. Thank you for your assistance in this matter.

Sincerely,

Deborah DeBose
Region One Support Services

Enclosures:

cc: Mrs. Betty Brady, Board Chair
Mr. Charles Fetner, Regional Coordinator
Region One File

Region One DBHDD Planning Board Member Application

First Name: _____ Last Name: _____

Address: _____

County of Residence: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Fax Number: _____

Email Address: _____

Occupation: _____

Which is the best contact number to reach you? Home _____ Work _____ Cell _____

What time is best to contact you? _____

I. Service Interest:

(Check all that apply)

- a. Mental Illness: _____
- b. Developmental Disabilities: _____
- c. Addictive Diseases: _____
- d. Mental Illness/Addictive Diseases: _____

II. Category of Membership:

- 1. Consumer: _____
- 2. Family Member of a Consumer: _____
- 3. Other: _____

(Choose from advocate, elected official DBHDD professional or interested citizen)

III. Reason for interest in serving on the Region One DBHDD Planning Board:

(Please include any relevant experience or skills which would contribute to the operations of the Board)

I am not currently a provider or Board member of any agency receiving public mental health, mental retardation or substance abuse funding; nor am I in any position which would result in a conflict of interest while serving as a Planning Board Member.

Signed: _____

NOTE: If you would like to include additional information, please do so.



DBHDD Region One Office

705 North Division Street • Building 104 • Rome, GA • 30165 • Phone: 706-802-5272 • FAX: 706-802-5280

2013

**DBHDD Region One Regional Planning Board
& Subcommittee Meeting Location & Schedule**

<u>Day and Date</u>	<u>Time</u>	<u>Location</u>
Thursday, February 14, 2013	1:00 p.m. – 4:00 p.m.	Ball Ground Public Library 435 Old Canton Road Ball Ground, Georgia 30107
Thursday, April 11, 2013	1:00 p.m. – 4:00 p.m.	Ball Ground Public Library 435 Old Canton Road Ball Ground, Georgia 30107
Thursday, June 13, 2013	1:00 p.m. – 4:00 p.m.	Ball Ground Public Library 435 Old Canton Road Ball Ground, Georgia 30107
Thursday, August 8, 2013	1:00 p.m. – 4:00 p.m.	Ball Ground Public Library 435 Old Canton Road Ball Ground, Georgia 30107
Thursday, October 10, 2013	1:00 p.m. – 4:00 p.m.	Ball Ground Public Library 435 Old Canton Road Ball Ground, Georgia 30107
Thursday, December 12, 2013	1:00 p.m. – 4:00 p.m.	Ball Ground Public Library 435 Old Canton Road Ball Ground, Georgia 30107

**REGION ONE
MENTAL HEALTH, DEVELOPMENTAL DISABILITIES AND
ADDICTIVE DISEASES
REGIONAL PLANNING BOARD BYLAWS**

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Revised August, 2011

Approved: _____
Frank Shelp, M.D.
Commissioner, DBHDD

Date

ARTICLE I - NAME

In accordance with O.C.G.A. section 37-2-4. 1(b), there is created a Region One, **Regional Planning Board for Mental Health, Developmental Disabilities and Addictive Diseases**. The board represents Region One, that includes the counties of Banks, Bartow, Catoosa, Chattooga, Cherokee, Cobb, Dade, Dawson, Douglas, Fannin, Floyd, Forsyth, Franklin, Gilmer, Gordon, Habersham, Hall, Haralson, Hart, Lumpkin, Murray, Paulding, Pickens, Polk, Rabun, Stephens, Towns, Union, Walker, White and Whitfield. The Board shall be formally known as the **Region One, Regional Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** and identified hereafter as the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board**.

ARTICLE II- PURPOSE

The purpose of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall be to provide and facilitate coordinated and comprehensive planning for the Region One, in conformity with standards and procedures established by the (DBHDD).

ARTICLE III-DUTIES AND FUNCTIONS OF BOARD

The **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall engage in disability services planning within its region and shall perform such other functions as may be provided or authorized by law. 'Disability' means mental or emotional illness, developmental disability or addictive disease. The Planning Board shall vote at its June meeting whether to participate in the Leadership Council. If the vote is to participate, the Planning Board selects three members by majority vote to attend the meetings. The names of the selected members shall be given to the Leadership Council by July 1.

ARTICLE IV - POWER AND AUTHORITY OF THE BOARD

The **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall have the power and authority to provide and facilitate coordinated and comprehensive planning for its region in conformity with minimum standards and procedures established by the Department. 37-2-4.1(b)

ARTICLE V-MEMBERSHIP

A. Membership on the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall be determined by O.C.G.A. 37-2-5(b), as follows:

- (1) Each county with a population of 50,000 or less, according to the most current United States decennial census shall appoint one member to the Board;
- (2) Each county with a population of more than 50,000, according to the most current

United States decennial census; shall appoint one member for each population increment of 50,000 or any portion thereof; (Each regional board which is composed of members who are appointed by the governing authority of only one county shall have a minimum of six members.)

(3) The appointment(s) for each county shall be made by the county governing authority

(4) The county governing authority shall appoint a consumer of disability services, a family member of a consumer, an advocate for disability services, or a local leader or business person with an interest in **Mental Health, Developmental Disabilities and Addictive Diseases**. For counties with more than one appointment, the county governing authority shall seek to ensure that such appointments represent various groups and disability services. (Counties with more than one appointment shall ensure that appointments to the board do not represent the same disability service.)

(5) A county governing authority may appoint the school superintendent, a member of the board of health, a member of the board of education, or any other elected or appointed official to serve on the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board**, provided that such person meets the qualifications of paragraph 4 above; such person does not serve on the community service board, and such appointment does not violate O.C.G.A. Title 45, Chapter 10.

(6) A person shall not be eligible to be appointed to or serve on a regional planning board if he or she is prohibited by 37-2-5 (b.2)(1), as follows:

- (a) A member of a community service board which serves that region; or
- (b) An employee or board member of a private or public entity which contracts with the department to provide mental health, developmental disabilities, or addictive diseases services within the region; or
- (c) An employee of such regional office or employee or board member of any receives funds from such regional office.

(7) A person shall not be eligible to be appointed to or serve on a regional planning board if such person's spouse, parent, child, or sibling is a member of that regional planning board or a member, employee, or board member specified in paragraph 5 of this Article. No person who has served a full term or more on a regional planning board may be appointed to a community service board until a period of at least two years has passed since the time such person served on the regional planning board. No person who has served on a regional board or regional planning board and who becomes a member of a regional planning board on June 30, 2002, may be appointed to a community service board until a period of at least two years has passed since the time such person has served on the regional planning board.

B. Appointments to the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall be reflective of the cultural and social characteristics, including gender, race, ethnic, and age characteristics, of the regional and county populations. Each disability group shall be viably represented on the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board**, which may include appointments from

clinical professional associations as well as advocacy groups.

C. The initial term of a new member of the regional planning board shall be determined by the Commissioner in order to establish staggered terms on the board. At such times as the terms of the members of the board are equally staggered, the term of a member of the regional planning board shall be for a period of three years and until the member's successor is appointed and qualified. A member may serve no more than two consecutive terms. The term of a regional planning board member shall terminate upon resignation, death, or inability to serve due to medical infirmity or other incapacity or such other reasonable condition as the regional planning board shall be filled in the same manner as the original appointment.

D. The unexcused absence of any board member from three consecutive meetings of the board during any calendar year shall result in the board considering his/her seat vacated. An excused absence is one caused by unavoidable, prior commitment, illness or personal emergency and the board member gives notification to the regional office prior to the board meeting. Notification shall be sent to the board member (and Chairperson of his/her county governing authority) after two absences as a reminder. Once it is determined the seat is to be vacated, contact will be made with the chairperson of the county Governing authority for appropriate action.

E. The appropriate county governing authority shall be notified immediately of any vacancy created by a member unable to serve his/her full term. The board shall request that the county governing authority appoint, as soon as reasonably possible, an individual to fill the unexpired term in the same manner as the original appointment.

F. Each member of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** may, upon approval by the regional coordinator, receive reimbursement for actual expenses incurred in carrying out the duties of such office in conformance with rates and allowances set for state employees by the Office of Planning and Budget and the same mileage allowance for use of a personal car as that received by all other state officials and employees, or a travel allowance of actual transportation cost if traveling by public carrier.

G. Members of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** will abide by the "Code of Ethics for Members of Boards, Commissions, and Authorities" and the "Conflict of Interest" statutes, O.C.G.A. sections 45-10-3 and 45-10-20.

ARTICLE VI- QUORUM

Forty (40) per cent of the appointed membership (excluding vacancies) of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall constitute a quorum. The action of a majority of a quorum present at any meeting shall constitute the action of the Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board, except as otherwise provided in these Bylaws.

ARTICLE VII-OFFICERS

A. The Chairperson shall be the principal officer of the **Region One, Mental Health,**

Developmental Disabilities and Addictive Diseases Planning Board. The Chairperson shall preside over all meetings of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board**, call special meetings as needed, and generally supervise and direct all action of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** consistent with pertinent existing legislation. The Chairperson shall be elected from among the members of the board, to serve a term of one year, with the option of re-election for an additional one-year term.

B. The Vice-chairperson shall be elected from among the members of the board to serve a term of one year, with the option of re-election for an additional one-year term. The Vice-chairperson shall generally lend positive assistance to the Chairperson in the conduct of the business of the board, and shall, in the absence or inability of the Chairperson, perform all duties of the Chairperson.

C. The election of officers of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall be held at the June meeting of the board. A Nominating Committee shall be selected by the board sixty days prior to the election. The Nominating Committee shall present a slate of officers to the board at the June meeting. Board members may make further nominations. The new officers shall take office at the next scheduled meeting.

D. Officers of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** may be removed from such office at any time by vote of a majority of the membership of the board; provided however, that notice of such intended action shall be given in writing to each member of the board at least five (5) days prior to any meeting at which such vote is to be taken. Upon removal of an officer, the board shall elect a successor to serve the remainder of the unexpired term(s).

E. Should the office of the Chairperson or Vice-chairperson become vacant other than by removal, an election to fill the unexpired term shall be held as soon as reasonably possible following the office becoming vacant. Any Board member may make nominations and any Board member may place his/her own name for nomination.

ARTICLE VIII-MEETINGS

A. The **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall meet not less than once every two months, beginning on July 1 and continuing through the next June 30, which time frame shall be the fiscal year for the board. Meetings shall be publicly announced by the board, in conformance with the provisions of the "Open Meetings Act." O.C.G.A. sections 50-14-1 et seq.

B. Special meetings of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** may be called for any purpose by the chairperson, or the vice-chairperson, in the event of the chairperson's inability; upon the written request of one-third of the members of the board; or upon written request of any agency, organization or individual whose request is deemed appropriate by the chairperson of the board. The Chairperson (or designee) of the

board shall notify all members of the board of the date, time and place of such special meeting at least 24 hours prior to such meeting. Public notice shall be provided in accordance with the "Open Meetings Act." O.C.G.A. sections 50-14-1 et seq.

C. When it is determined necessary by the board to reschedule, relocate, or cancel a meeting, such action shall be in conformance with pertinent provisions of the "Open Meetings Act." O.C. G.A. sections 50-14-1 et seq.

D. A record shall be made and maintained of all meetings of the board, standing and special committees of the board. Copies of the record of meetings shall be distributed to the members of the board and to the county governing authority. Such record shall conform to the requirements of the "Open Records Act". O.C.G.A. sections 50-18-70 et seq.

ARTICLE IX-COMMITTEES

The **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall create and dissolve such standing or special committees, as it deems necessary for the proper conduct of its business. Such committees shall be appointed by the chairperson, with the exception of the nominating committee, and shall report directly to the board. No committee or member of a committee can speak for the Board.

The **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall have the following standing committees:

- Adult, C & A Mental Health/Addictive Diseases and Prevention
- Developmental Disabilities

ARTICLE X-PARLIAMENTARY PROCEDURE

The rules contained in the current edition of Robert's Rules of Order, Newly Revised, shall govern the board in all cases to which they are applicable, and in which they are consistent with the Constitution or laws of Georgia, with these Bylaws and any special rule which the Board may adopt. The Board may appoint a parliamentarian from among its members.

ARTICLE XI-AMENDMENTS

A. The **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall submit its proposed Bylaws to the DBHDD for review and approval prior to their adoption by the Board. Written approval of the Commissioner of the Department must be obtained prior to the adoption of bylaws.

B. The Bylaws may be amended by 2/3 vote of the membership of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board**, provided that the

proposed amendment was submitted in writing to the entire membership at least ten days prior to such meeting, and written approval of the amendment was obtained by the Department Commissioner.

C. Amendments shall be effective immediately upon their adoption unless a specific effective date is included in the motion to adopt.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see Instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

A RESOLUTION TO RECOGNIZE AND APPROVE
THE ETOWAH RIVER WATER TRAIL

WHEREAS the Etowah River flows across Cherokee County from the northwest to the southeast;

WHEREAS the citizens of Cherokee County value this outstanding natural resource, its clean and abundant water, the outdoor recreational opportunities afforded by the River and protection of riverside habitat and protected watersheds;

WHEREAS the citizens of Cherokee County approved a parks bond referendum, indicating their interest in and support of recreation, parks, and greenspace;

WHEREAS the citizens of Cherokee County and visitors from throughout the State of Georgia and the United States have for more than twenty (20) years regularly and openly enjoyed and exercised a right of passage by boat on the Etowah River as it travels through Cherokee County, thereby establishing a public easement of passage on the River;

WHEREAS the Etowah River Water Trail is consistent with the goals and recommendations of the Cherokee County Land Conservation Steering Committee;

WHEREAS the recent completion of the Canton Boat Launch along with other official and unofficial launch sites in the County afford citizens access to the River, with many more sites in the planning stage;

WHEREAS the citizens of Lumpkin, Dawson, Forsyth, Cherokee, Bartow, and Floyd Counties all share in this valuable resource and have provided for River access;

WHEREAS numerous governmental and non-governmental organizations have worked throughout the years to protect and promote the Etowah River;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Cherokee County, Georgia, that the public easement of passage established by more than twenty (20) years of regular and open travel by boat on the Etowah River in Cherokee County is hereby recognized and accepted by the Board of Commissioners on behalf of the citizens of Cherokee County, and visitors from throughout the State of Georgia and the United States;

FURTHER that

- 1) The concept of the Etowah River Water Trail as outlined by the website www.etowahwatertrail.org is approved and hereby incorporated by reference;
- 2) This Resolution will take effect immediately upon its adoption;

- 3) We direct each department of County government to work individually, together, and with other governments and organizations to implement this Etowah River Water Trail.

PASSED AND ADOPTED BY THE CHEROKEE COUNTY, GEORGIA, BOARD OF COMMISSIONERS ON THIS ____ OF _____, 2013.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Chairman

Harry Johnston, Commissioner District 1

Raymond Gunnin, Commissioner District 2

Brian Poole, Commissioner District 3

Jason Nelms, Commissioner District 4

(SEAL)

Attest:

Christy Black, County Clerk
Cherokee County Board of Commissioners

Cherokee County, Georgia Agenda Request

SUBJECT: Historic Courthouse Lease—Congressman Gingrey MEETING DATE: January 8, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider lease with Congressman Gingrey to occupy the space vacated by Congressman Prince located in the Historic Courthouse.

FACTS AND ISSUES:

The standard lease has been approved by Congressman Gingrey, along with standard U.S. House of Representatives District Office Lease terms. The County will be reimbursed for all prorated utility costs, including electricity, gas, telecommunications, sewer, water, as well as pest control and janitorial costs.

The term of the lease shall commence on January 3, 2013 and shall end on January 2, 2015 with an option for an additional two-year term.

BUDGET:

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

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

Contract Approval Required: Yes No

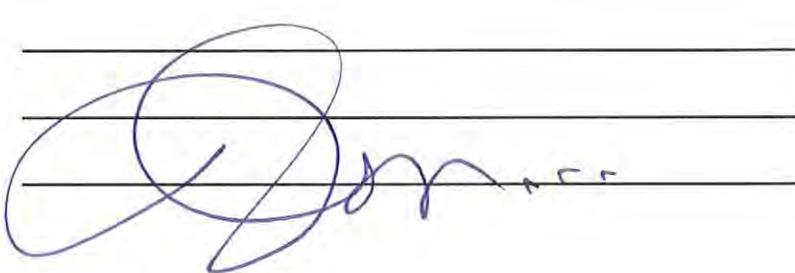
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

Approve lease.

REVIEWED BY:

DEPARTMENT HEAD:	_____
AGENCY DIRECTOR:	_____
COUNTY MANAGER	_____



BOARD OF COMMISSIONERS
CHEROKEE COUNTY, GEORGIA
STANDARD LEASE FORM



LEASE COVERING FACILITY LOCATED AT

Historic Courthouse
100 North Street Suite 150
Canton, Georgia 30114

TENANT AGENCY

Congressman Phil Gingrey
U.S House of Representatives
442 Cannon House Office Building
Washington, D.C 20510

Preamble

THIS LEASE (the "Lease"), made and entered into this 29th day of November, 2012 by and between Congressman Phil Gingrey, hereinafter called the LESSEE, and the Board of Commissioners of Cherokee County, Georgia, hereinafter called LESSOR.

WHEREAS, LESSOR owns and has built out the premises described herein for the purpose of establishing a public services facility (the "Premises," as more particularly described herein) in Cherokee County, Georgia;

WHEREAS, LESSOR and the LESSEE have agreed to enter into a Lease for LESSEE's use of the Facility, as more particularly described in Exhibit A, so that LESSEE can perform the Services;

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the receipt of which is hereby acknowledged, LESSOR and LESSEE do hereby agree as follows:

WITNESSETH

Description

1. The LESSOR hereby leases unto the LESSEE and the LESSEE hereby leases from the LESSOR the premises, situated in the City of Canton, County of Cherokee, State of Georgia, and more particularly described as follows:

Approximately 900 usable square feet of office space located at 100 North Street, Historic Courthouse, Canton, Georgia 30114 as outlined on the attached Exhibit "A" being incorporated by reference into this Lease, including unlimited reasonable use of the building's common facilities, and paved parking area.

LESSEE'S right to use the Facility should include activities related to the provision of Services to the citizens of Cherokee County.

Term

2. The term of this Lease shall commence on January 3, 2013 and shall end on January 2, 2015 with such rights of termination as may be hereinafter expressly set forth. This Lease, upon the expiration of the initial term, shall permit the LESSEE to have the option to renew, at the end of the initial term, for one additional two year term commencing January 3, 2015 through January 2, 2017, unless either party provides a written notice of termination to the other at least one-hundred twenty (120) days prior to the expiration date of the term then in effect.

Early Termination

3. The LESSEE may terminate this Lease at any time by giving written notice to the LESSOR at least one-hundred twenty (120) days prior to the date when such termination shall become effective. The LESSOR may terminate this Lease at any time effective on or after January 3, 2013 by giving written notice to the LESSEE at least one-hundred twenty (120) days prior to the date when such termination shall become effective.

Rent

4. For use and rent of the Facility described herein, the LESSEE shall pay to LESSOR, the total fixed yearly rental in the sum of zero dollars rent.

Notices

5. Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier delivery, addressed as follows:

To the LESSOR 1130 Bluffs Parkway
Canton, Georgia 30114
Attention: County Manager

and to the LESSEE: Congressman Phil Gingrey
442 Cannon House Office Building
Washington, D.C. 20510

Add Copy to: State Properties Commission Leasing Division
47 Trinity Avenue, S.W.
Suite G02
Atlanta, Georgia
30334-9006

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE TENANT AGENCY AND FACILITY ADDRESS

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice, in accordance with this Paragraph, to the other party of such new address.

Services, Utilities and Supplies

6. LESSEE shall pay for all utilities including sewer, water, gas, electric, and pest control for insects, which shall exclude termites. LESSOR shall be responsible for preventative maintenance services for heating, air conditioning and ventilation equipment and fixtures. LESSEE shall be responsible for custodial/janitorial services to the premises sufficient to maintain the premises in a clean well-maintained condition, that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible.

Repair and Maintenance

7. During the Lease term, the LESSOR shall maintain the Facility in good repair and tenantable condition, so as to minimize breakdowns and loss of the LESSEE's use of the Facility caused by deferred or inadequate maintenance, such maintenance to include, but not be limited to:

(1) Furnishing prompt, good quality repair of the building exterior (i.e., roof leaks), building interior, and parking areas, paved areas, walkways, and common areas utilized by the public.

(2) Furnishing prompt, good quality repair of equipment such as heating, air conditioning and ventilating equipment and fixtures.

(3) Keeping the Facility free from infestation by termites, rodents, and other pests, but excluding pest control for insects, and repairing all damage caused to the Facility by the same during the term of this Lease.

(4) The LESSOR is not responsible for repairs for damages as caused by others or by LESSEE.

(5) Maintaining landscaped areas on a regular basis, in a growing, litter-free, weed-free, and neatly mowed and/or trimmed condition.

(6) Annual testing and maintenance of all fire extinguishers in or adjacent to the Facility, and at least bi-annual inspection and replacement of batteries in smoke detectors.

8. During the Lease term, the LESSEE shall maintain the premises in good repair and tenantable condition, and reimburse LESSOR for the following:

(1) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballasts, or starters.

(2) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.

Alterations

9. The LESSEE shall not have the right during the existence of this Lease to make alterations, attach fixtures and erect additions or structures at the Facility unless authorized in writing by the LESSOR. However, the LESSOR shall not unreasonably withhold such authorization. In the event that LESSEE constructs or erects any additions and/or improvements at the Facility, LESSOR shall have no obligation whatsoever to service, replace, keep or maintain the same in good order and repair. LESSOR is not responsible for repair or damages caused by any such alterations, fixtures, additions or structures or by the process of construction of same.

Insurance

10. The LESSOR will, at its own expense during the term of this Lease, keep the Facility insured against loss and damage by fire and other casualties or catastrophes for not less than the amount the Facility was last assessed for the purpose of property taxation. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. LESSOR shall furnish LESSEE with Certificates or other acceptable evidence that such insurance is in effect.

Assignment and Subletting

12. The LESSEE shall not assign this Lease, or sublet the Facility, without prior written consent of the LESSOR.

Inspection

13. The LESSEE will control access to the premises, but will provide LESSOR reasonable access to the premises. Any inspections, repairs or maintenance will be scheduled after consultation with the LESSEE.

Destruction

14. If the Facility is totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the Facility unusable for the purpose intended, LESSOR may effect restoration of the Facility as quickly as is reasonably possible, but in any event within ninety (90) days.

In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, LESSOR shall forthwith give notice to LESSEE of the specific number of days required to repair the same.

Holding Over

15. In the event the LESSEE remains in possession of the premises after the expiration of the Lease term, or any extension thereof, and absent a written demand for possession by LESSOR to LESSEE, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days written notice of termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

Surrender of Possession

16. Upon termination or expiration of this Lease, the LESSEE will peacefully surrender to the LESSOR the premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which LESSEE has no control or for which LESSOR is responsible pursuant to this Lease. All improvements, erections, additions and alterations installed or placed in the premises by the LESSEE, shall continue and remain the property of the LESSEE and may be removed by the LESSEE, in whole or in part, at any time before the expiration or termination of this Lease. If the LESSEE removes any or all of the improvements, erections, additions and alterations it has installed or placed in the premises, the LESSEE agrees to repair any specific damage resulting to the premises from such removal.

At any time before the expiration or termination of this Lease, the LESSEE shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed in the premises, provided that LESSEE must repair any specific damage resulting to the premises from such removal.

Time of Essence, No Oral Agreements

17. This Lease and the House of Representatives' District Office Lease Attachment sets forth all provisions and understandings between the parties relative to the premises. There are no provisions, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. It is mutually understood and agreed that no alterations or variations of the terms of this Lease or the Lease attachment shall be valid unless made in writing, signed by the parties hereto and approved by the House of Representatives' Administrative Counsel, and that no oral

understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. The parties agree that all time is of the essence in this Lease.

18. Legislative Modification

Notwithstanding any other provision of this Lease to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof, restricts, prohibits, or in any way materially changes the method or amount of reimbursement or payment under this Lease any time during the term of this Lease, then this Lease shall, to the extent permitted by the laws of Georgia and the laws of the United States, be deemed amended by the parties to provide for payment of compensation and other fees in a manner consistent with any such prohibition, restriction, or limitation.

19. Agency

Neither party becomes the agent of the other under this Lease, and each will continue to perform its statutory functions and the functions transferred or retained under this Lease, at its own, sole cost and responsibility, independently of the other. Neither party will be responsible for the contracts, nor other obligations of the other except as specifically stated and transferred hereinabove.

20. Waiver

The waiver by either party of any breach of any provision contained in this Lease shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Lease.

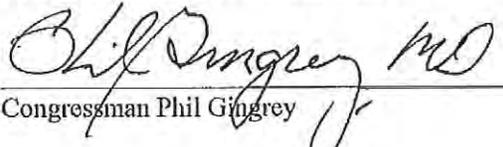
21. Required Clauses

During the performance of this Lease, the parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, or national origin.

The parties agree that in any contracts to be developed and awarded pursuant to this Lease all work and procedures related to said contract, shall, at all times, conform to the applicable Federal and State laws, rules, and regulations, orders and approvals, including specifically, procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with the American with Disabilities Act, anti-solicitation, information, auditing and reporting provisions.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

CONGRESSMAN PHIL GINGREY



Congressman Phil Gingrey

CHEROKEE COUNTY BOARD OF
COMMISSIONERS

L.B. Ahrens, Jr
Chairman, Board of Commissioners

NOTARY

ATTEST

Christy Black, County Clerk

STATE PROPERTIES COMMISSION

LEASING DIVISION

By: _____

Date: _____

APPROVED AS TO FORM

Angela Davis, County Attorney
JARRARD & DAVIS, LLC

District Office Lease Attachment
(Page 1 of 4 – 113th Congress)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (“House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (“CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

District Office Lease Attachment

(Page 2 of 4 – 113th Congress)

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 113th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel, Office of the Chief Administrative Officer, U.S. House of Representatives, 217 Ford House Office Building, Washington, D.C. 20515.
11. **Notification upon Occurrence of Certain Events.** Lessor agrees to promptly notify Lessee in writing in the event Lessor sells, transfers, or otherwise disposes of the leased premises; in the event Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily); in the event the leased premises is foreclosed upon; or in the event of any similar occurrence. Lessee shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515.
12. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall not require the review and approval of the Administrative Counsel.
13. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
14. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
15. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 13 and 14.
16. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
17. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

District Office Lease Attachment

(Page 3 of 4 – 113th Congress)

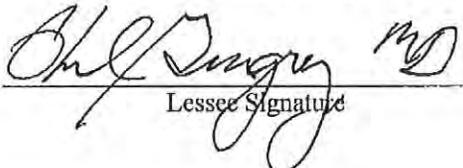
18. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
19. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
20. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
21. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
22. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
23. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
24. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
25. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
26. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
27. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 4 of 4 – 113th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

_____	Congressman Phil Gingrey
Print Name (Lessor)	Print Name (Lessee)
_____	
Lessor Signature	Lessee Signature
_____	_____
Date	Date

From the Member's Office, who is the point of contact for questions? Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-225-6999
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Cherokee County, Georgia
Agenda Request

2.1

SUBJECT: Approve Resolution for 2013 TAN

MEETING DATE: 1/8/2013

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Approve 2013 Tax Anticipation Note (TAN), which represents a temporary loan of \$1,264,900 to be received in January 2013 and repaid in December 2013. Interest rate = 4.75%.

FACTS AND ISSUES:

This is the fifth and final issuance of the original TAN agreement which began in March 2009.

BUDGET: N/A

ADMINISTRATIVE RECOMMENDATION:

Approval

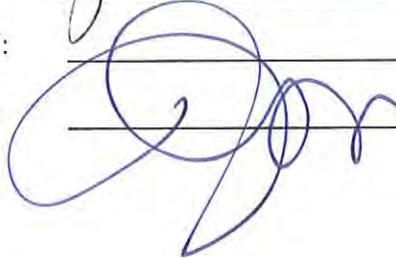
REVIEWED BY:

DEPARTMENT HEAD:

Janelle Funk 12.28.2012

COUNTY ATTORNEY:

COUNTY MANAGER:



A RESOLUTION TO PROVIDE FOR OBTAINING A TEMPORARY LOAN TO PAY CURRENT EXPENSES OF CHEROKEE COUNTY, GEORGIA IN CALENDAR YEAR 2013; TO PROVIDE FOR THE ISSUANCE AND SALE OF TAX ANTICIPATION NOTES TO EVIDENCE SUCH LOAN; TO SPECIFY THE DATE AND THE RATE OF INTEREST THE NOTES SHALL BEAR; TO PROVIDE FOR THE FORM OF THE NOTE AND FOR THE EXECUTION OF THE NOTES; TO PROVIDE FOR THE PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; TO PROVIDE FOR THE SOURCE OF PAYMENT OF THE NOTES AND THE INTEREST THEREON; AND FOR OTHER PURPOSES:

WHEREAS, pursuant to Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983, the governing authority of Cherokee County, Georgia (the "County") is authorized to incur debt by obtaining temporary loans in each calendar year to pay the current expenses of such year; and

WHEREAS, pursuant to this Constitutional provision, the aggregate amount of all such temporary loans may not exceed 75% of the total gross income of the County from taxes actually collected in the last preceding year; and

WHEREAS, pursuant to this Constitutional provision, no such temporary loan may be obtained when there is a loan then unpaid which was obtained in any prior year under this Constitutional provision, nor may the County incur in any one calendar year an aggregate of such temporary loans or other contracts, notes, warrants, or other obligations for current expenses in excess of the total anticipated revenue for such calendar year; and

WHEREAS, all temporary loans obtained by the County in calendar year 2012 and all prior calendar years pursuant to this Constitutional provision will be paid in full on or before the issuance and delivery of the tax anticipation notes hereinafter authorized; and

WHEREAS, during calendar year 2012, the total gross income of the County from taxes actually collected in calendar year 2012 will aggregate not less than \$41,460,470 and the County is accordingly authorized to obtain during calendar year 2013 a temporary loan or loans in an aggregate amount not exceeding seventy-five percent (75%) of such amount (which is \$31,095,353); and

WHEREAS, the Board of Commissioners of the County, after an independent investigation of the present and future needs of the County, has determined that it should obtain a temporary loan in the aggregate principal amount not to exceed \$1,264,900 for the purpose of providing moneys to pay current expenses to be incurred by the County during calendar year 2013; and

WHEREAS, the most feasible method of obtaining this temporary loan is by the issuance and sale of the County's tax anticipation notes for such purpose; and

WHEREAS, the County has negotiated a bid from a financial institution for the purchase of not to exceed \$1,264,900 in aggregate principal amount of tax anticipation notes hereinafter authorized to be issued, and such tax anticipation notes have been sold to United Community Bank; and

WHEREAS, as a result of this sale, the tax anticipation notes shall bear interest from the dates advances are made at the rate per annum hereinafter set forth, and all interest shall be payable on the date of the payment of these tax anticipation notes; and

WHEREAS, these tax anticipation notes should now be printed or otherwise reproduced, executed, and thereafter issued and delivered, and it is necessary to adopt a note form and to provide for the execution of these notes and to designate a place for the payment of the principal of and interest on these notes; and

WHEREAS, these tax anticipation notes, when issued, will constitute an indebtedness of the County which must be paid on or prior to December 31, 2013, and provision should be made for the levy of an ad valorem tax upon all property subject to taxation within the County to the extent necessary to produce moneys in an amount sufficient, together with any other funds of the County lawfully available for such purpose, to provide for the payment of the principal of and interest on these notes as the same become due and payable;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County, Georgia, and it is hereby resolved by authority of the same, that, as authorized pursuant to the provisions of Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 and Section 36-80-2 of the Official Code of Georgia Annotated, as amended, Cherokee County, Georgia shall obtain a temporary loan in anticipation of the collection of taxes levied or to be levied during calendar year 2013, in an aggregate principal amount not to exceed \$1,264,900 pursuant to the terms and conditions hereinafter set forth, to pay current expenses of the County in calendar year 2013.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that to evidence such temporary loan, there be and there is hereby authorized to be issued tax anticipation notes of the County in an aggregate principal amount not to exceed \$1,264,900 to be designated "Cherokee County, Georgia Tax Anticipation Notes" (the "Notes"), and the Notes shall be dated as of the date of their issuance and delivery, shall be issuable only in registered form without coupons in the denominations of \$100,000 or any integral multiple of \$100 in excess thereof, and shall bear interest from the dates advances are made and at the rate of 4.75% per annum, payable at maturity and computed on the basis of a 360-day year for the number of days actually elapsed, and the entire principal amount of the Notes shall mature on December 31, 2013. The principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of the County Manager, Cherokee County, Georgia, 1130 Bluffs Parkway, Suite 310, Canton, Georgia 30114, upon presentation and surrender of the Notes.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that the Notes shall be executed by the Chairman or the Vice Chairman of the Board of Commissioners of the County and attested by the Clerk or the Deputy Clerk of the Board of Commissioners of the County, and the official seal of the County shall be impressed upon each of the Notes, and the Notes shall be substantially in the form hereinafter set forth with such variations, omissions, and insertions as are permitted or required by this Resolution:

[FORM OF NOTE TO FOLLOW]

[FORM OF NOTE]

**UNITED STATES OF AMERICA
STATE OF GEORGIA**

**CHEROKEE COUNTY, GEORGIA
TAX ANTICIPATION NOTE**

Number R-1

Principal Amount Not To Exceed \$1,264,900

Date of Original Issue:

Maturity Date:

Interest Rate:

_____, 2013

December 31, 2013

4.75%

Registered Owner: United Community Bank

KNOW ALL MEN BY THESE PRESENTS: CHEROKEE COUNTY, GEORGIA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, for value received and in consideration of money borrowed, hereby promises to pay to the Registered Owner shown above, or registered assigns, with option of prior redemption at any time with no penalty or premium, on the Maturity Date identified above, so much of the Principal Amount identified above that is advanced to it, as indicated in the Schedule of Advances and Redemptions attached to this Note, together with interest on the unpaid Principal Amount at the Interest Rate per annum identified above, from the dates advances are made until the Principal Amount has been fully paid, such interest being payable upon retirement of this Note and computed on the basis of a 360-day year for the number of days actually elapsed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the office of the County Manager, Cherokee County, Georgia, 1130 Bluffs Parkway, Suite 310, Canton, Georgia 30114, upon presentation and surrender of this Note.

This Note is one of an issue aggregating not to exceed \$1,264,900 in principal amount, authorized by Resolution duly adopted by the Board of Commissioners of Cherokee County (the "Governing Body") on the 8th day of January 2013, and in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 and Section 36-80-2 of the Official Code of Georgia Annotated, as amended, for the purpose of obtaining a temporary loan to pay expenses of Cherokee County, Georgia (the "County") in calendar year 2013.

This Note is issued in anticipation of the collection of taxes levied or to be levied for the calendar year 2013. The aggregate amount of all such Notes does not exceed 75% of the total gross income from taxes collected by the County in calendar year 2012 and does not exceed, together with other contracts, notes, warrants, and obligations of the County for current expenses in calendar year 2013, the total anticipated revenues of the County for calendar year 2013.

This Note is issuable only in registered form without coupons in the denomination of \$100,000 or any integral multiple of \$100 in excess thereof. The registered owner of this Note may, if not prohibited by law, surrender the same (together with a written instrument of transfer satisfactory to the County duly executed by the registered owner or its attorney duly authorized in writing) in exchange for an equal aggregate principal amount of Notes of the same interest rate and maturity and of any other authorized denominations. This Note is transferable by the registered owner in person or by the owner's attorney duly authorized in writing at the office of the County set forth above, upon surrender of this Note accompanied by a duly executed instrument of transfer, in form and with guarantee of signature satisfactory to the County, and upon payment of any governmental charges or taxes incident to such transfer. Upon any such transfer, a new Note or Notes in the same aggregate principal amount and of the same interest rate and maturity and in authorized denominations will be issued to the transferee. The County may deem and treat the person in whose name this Note is registered as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payment of, or on account of, the principal of and interest due on this Note and for all other purposes, and the County shall not be affected by any notice to the contrary.

All borrowings evidenced by this Note and all redemptions of this Note, including the date and amount of each advance and the date and amount of each redemption, shall be endorsed by the registered owner of this Note on the Schedule of Advances and Redemptions attached to this Note; provided, however, that any failure by the registered owner of this Note to endorse such information on such Schedule shall not in any manner affect the obligation of the County to make payments of principal and interest in accordance with the terms of this Note. The County hereby irrevocably authorizes and directs the registered owner of this Note to enter on the Schedule of Advances and Redemptions the date and amount of each advance and the date and amount of each redemption under this Note.

It is hereby certified, recited, and declared that all acts, conditions, and things required by law to be done precedent to and in the issuance of this Note have been properly done, have happened, and have been performed in the manner required by the Constitution and statutes of the State of Georgia relating thereto; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the County will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest thereon; and that this Note, together with all other indebtedness of the County, is within every debt or other limit provided by the Constitution and statutes of the State of Georgia.

IN WITNESS WHEREOF, Cherokee County, Georgia, acting by and through its Governing Body, has caused this Note to be executed in its name by the manual signature of the Chairman of the Board of Commissioners of the County, attested by the manual signature of the Clerk of the Board of Commissioners of the County, and the official seal of the County to be impressed hereon, all as of the Date of Original Issue set forth above.

CHEROKEE COUNTY, GEORGIA

(SEAL)

By: _____
Chairman, Board of Commissioners
of Cherokee County, Georgia

Attest:

Clerk, Board of Commissioners
of Cherokee County, Georgia

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned, _____, hereby sells, assigns, and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution (such as banks, stockbrokers, savings and loan associations, and credit unions) with membership in an approved Signature Guarantee Medallion Program pursuant to S.E.C. Rule 17Ad-15.

NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

[END OF FORM OF NOTE]

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that for the purpose of paying the principal of and interest on the Notes as the same become due and payable, there is hereby levied an ad valorem tax upon all property subject to taxation within the territorial limits of the County, to the extent necessary to produce moneys in an amount sufficient, together with any other funds of the County lawfully available for such purpose, to provide for the payment of the principal of and interest on the Notes, which moneys are hereby irrevocably pledged and appropriated to the payment of the principal of and interest on the Notes at their maturity. It is expressly provided, however, that nothing herein contained shall be construed as preventing the County from paying the principal of and interest on the Notes from any other funds lawfully available to it for such purpose.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that the Chairman or the Vice Chairman of the Board of Commissioners of the County and the Clerk or the Deputy Clerk of the Board of Commissioners of the County are hereby authorized and directed to execute, for and on behalf of the County, a certification, based upon facts, estimates, and circumstances as to the reasonable expectations regarding the amount, expenditure, and use of the proceeds derived from the sale of the Notes, as well as such other documents as may be necessary or desirable in connection with the issuance and delivery of the Notes.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that all resolutions, if any, in conflict with this Resolution be and the same are hereby repealed.

CHEROKEE COUNTY, GEORGIA

(SEAL)

By: _____
Chairman, Board of Commissioners
of Cherokee County, Georgia

Attest:

Clerk, Board of Commissioners
of Cherokee County, Georgia

COUNTY CLERK'S CERTIFICATE

I, **CHRISTY BLACK**, Clerk of the Board of Commissioners of Cherokee County, Georgia (the "County"), **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the resolution adopted by the Board of Commissioners of the County at an open public meeting duly called and lawfully assembled at 6:00 p.m., on the 8th day of January 2013, in connection with the authorization of not to exceed \$1,264,900 in aggregate principal amount of Cherokee County, Georgia Tax Anticipation Notes, the original of such resolution being duly recorded in the Minute Book of the County, which Minute Book is in my custody and control.

I do hereby certify that the following members of the Board of Commissioners were present at such meeting:

Leavitt B. Ahrens, Jr.
Brian Poole
Raymond Gunnin
Harry B. Johnston
Jason Nelms

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye ____ Nay ____.

WITNESS my hand and the seal of Cherokee County, Georgia this the 8th day of January 2013.

(SEAL)

Clerk, Board of Commissioners
of Cherokee County, Georgia



March 26, 2009

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

RE: Loan Commitment

Dear Mr. Cooper:

United Community Bank (the "Bank") is pleased to advise you that we have approved your request for the Bank to purchase Cherokee County, Georgia Tax Anticipation Notes ("TANs"), when and if issued in each of the calendar years 2009 through 2013, subject to the general terms and conditions outlined below and subject to the execution of customary and usual loan documentation. The following terms and conditions are inclusive but not necessarily comprehensive of the expected loan terms and conditions.

If you find the following terms and conditions of this Letter of Commitment to be acceptable to you, please execute the enclosed copy of this letter and return it to the undersigned.

TERMS AND CONDITIONS

Borrower: Cherokee County, Georgia (the "County").

Bank: United Community Bank.

Loan Purpose: To provide a temporary loan to pay current expenses of the County in each calendar year 2009 through 2013, as permitted by Paragraph V of Section V of Article IX of the Constitution of the State of Georgia of 1983, as amended, and Section 36-80-2 of the Official Code of Georgia Annotated, as amended.

Interest Rate: 4.75% per annum, based on a 360 day year and calculated for actual days.

ucbl.com

2215 Riverstone Boulevard
Canton, Georgia 30114
770.479.6700
Fax 770.345.9700

Member FDIC • Equal Housing Lender 

ORIGINAL TAN AGREEMENT

Loan Commitment: The Bank will purchase TANs when and if issued by the County in each of the following calendar years in the maximum aggregate principal amount set forth below for each such year:

<u>Year</u>	<u>Maximum Amount</u>
2009	\$1,427,400
2010	1,405,865
2011	1,361,033
2012	1,314,015
2013	1,264,883

Maturity and Repayment: Principal and interest due on TANs issued in each year will be due and payable on or before December 31 of such year, in accordance with Georgia law.

Commitment/Origination Fee: None

[Redacted signature]

Conditions Precedent: The Bank's obligation to purchase the TANs issued in each year will be subject to the following conditions precedent:

- (1) receipt by the Bank of evidence reasonably satisfactory to it that such TANs have been duly authorized by the Board of Commissioners of Cherokee County, Georgia;

[Redacted signature]

- (2) receipt by the Bank of evidence reasonably satisfactory to it that the County's credit ratings by Moody's and Standard & Poor's have not been withdrawn or lowered below "Aa2" and "AA+," respectively;
- (3) receipt by the Bank of evidence reasonably satisfactory to it that the County has not defaulted on any of its obligations for borrowed money or its intergovernmental contracts supporting obligations for borrowed money or its lease or installment purchase contracts;
- (4) receipt by the Bank of evidence reasonably satisfactory to it that the County has not failed to renew any of its lease or installment purchase contracts that were intended to finance the property that was the subject of such contracts;
- (5) receipt by the Bank of the basic financial statements of the County prepared in accordance with generally accepted accounting principles for the most recent fiscal year of the County, accompanied by an unqualified opinion of a firm of independent

Initial

[Handwritten initials]

certified public accountants resulting from an audit conducted in accordance with generally accepted auditing standards; and

- (7) the Bank does not have evidence that it reasonably believes would impair the ability of the County to repay such TANs on their due date.

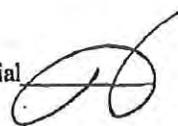
Adverse Material Change: The Bank's decision to make this loan was in part made on the current financial condition of the County. Should, in the Bank's opinion, an adverse material change occur to the financial condition of the County, this Letter of Commitment shall be null and void or if any of the TANs have already been purchased by the Bank, no additional purchases of TANs shall be made.

Compliance: The County shall maintain compliance with all pre-closing requirements as the Bank may direct at the Bank's sole discretion.

Survival: The terms of this Letter of Commitment shall survive each TANs closing and remain in full force and effect until complied with fully.

Non-Assignability: This Letter of Commitment is for the sole benefit of the County and may not be assigned or transferred.

Acceptance: This Commitment shall expire unless it has been accepted by you in writing and the acceptance received by the undersigned on or before March 31, 2009, regardless; if the commitment is accepted but the TANs issue for calendar year 2009 is not closed by March 31, 2009, it becomes null and void.

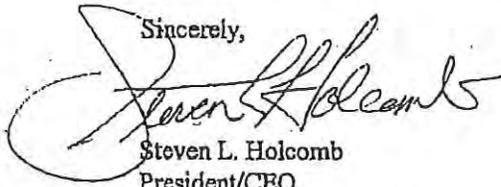
Initial 

Cherokee County, Georgia
March 26, 2009
Page 4

If the terms and conditions outlined in this letter are acceptable, please evidence your acceptance by signing and returning the original copy of this letter to me. Unless I receive your written acceptance with the time specified in this letter, your application and our loan approval shall be considered withdrawn.

We appreciate the opportunity to serve your lending needs. We hope you shall permit us to assist you in satisfying your other financial goals. We look forward to working with you in connection with this transaction.

Sincerely,



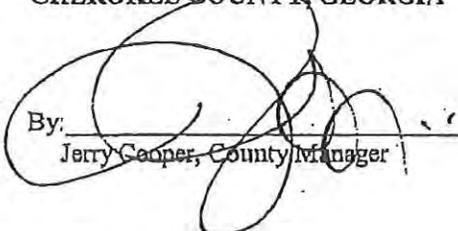
Steven L. Holcomb
President/CEO

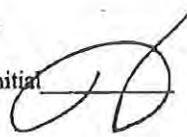
ACCEPTANCE OF LOAN COMMITMENT:

Each of the undersigned hereby accepts the Loan Commitment set forth above, subject to the terms and conditions set forth therein, this 26 day of March, 2009.

Borrower:

CHEROKEE COUNTY, GEORGIA

By: 
Jerry Cooper, County Manager

Initial 

\$1,264,900
(NOT TO EXCEED)

CHEROKEE COUNTY, GEORGIA
TAX ANTICIPATION NOTES,
MATURING DECEMBER 31, 2013

CLOSING MEMORANDUM

Containing an
Index of Closing Documents

Closing: January 9, 2013

DATE OF CLOSING: Wednesday, January 9, 2013, at 10:00 a.m.

PLACE OF CLOSING: McKenna Long & Aldridge LLP
303 Peachtree Street
Suite 5300
Atlanta, Georgia 30308

PARTICIPANTS:

County - Cherokee County, Georgia

Purchaser - United Community Bank

Bond Counsel - McKenna Long & Aldridge LLP

DISTRIBUTION OF TRANSCRIPTS:

Each of the items listed in the Index of Closing Documents are to be delivered at the closing to each of the following participants:

<u>Participant</u>	<u>Number of Transcripts</u>
County	1
Purchaser	1
Bond Counsel	<u>2</u>
TOTAL	<u>4</u>

INDEX OF CLOSING DOCUMENTS

	<u>Document Number</u>
Authorizing Resolution of County	1
Specimen Note	2
Purchaser's Receipt for Note	3
County's Receipt of Payment	4
Closing Certificate of the County	5
Open Meetings Certificate	6
Debt Issuance Report filed with Georgia Department of Community Affairs	
Investment Letter	7
Approving Opinion of Bond Counsel	8

PURCHASER'S RECEIPT FOR NOTE

United Community Bank, Canton, Georgia, hereby acknowledges that it is purchasing the below described notes and that it has this day received from Cherokee County, Georgia (the "County") not to exceed \$1,264,900 in principal amount of the County's Tax Anticipation Notes (the "Notes"), dated as of the date hereof, maturing on December 31, 2013 and bearing interest from the dates advances are made at the rate of 4.75% per annum, payable on December 31, 2013, in registered form without coupons in the denominations and numbered as set forth below:

<u>Number (inclusive)</u>	<u>Denomination</u>
R-1	\$1,264,900 (Not to Exceed)

Dated: January 9, 2013

UNITED COMMUNITY BANK

By: _____
Authorized Officer

COUNTY'S RECEIPT OF PAYMENT

The undersigned official of Cherokee County, Georgia (the "County"), for and on behalf of the County, hereby acknowledges receipt of payment from United Community Bank, the purchaser of the County's Tax Anticipation Notes, dated as of the date hereof, of the sum of \$1,264,900, which is the initial advance under such Notes and represents the advance of all funds available thereunder.

Dated: January 9, 2013

CHEROKEE COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Cherokee County, Georgia

CLOSING CERTIFICATE OF THE COUNTY

The undersigned, **LEAVITT B. AHRENS, JR.** and **CHRISTY BLACK**, the Chairman of the Board of Commissioners and the Clerk, respectively, of Cherokee County, Georgia (the “County”), acting for and on behalf of the County, **DO HEREBY CERTIFY** that:

1. The undersigned are the duly elected or appointed and qualified officials of the County and as such are familiar with the responsibilities, books, and records of the County as each relates to his or her respective office and are authorized to execute this Certificate.

2. The governing body of the County is the Board of Commissioners of Cherokee County, Georgia (the “Board”), consisting of five members, the incumbents of which are the following:

<u>Name</u>	<u>Expiration of Term</u>
Leavitt B. Ahrens, Jr.	December 31, 2014
Raymond Gunnin	December 31, 2016
Harry B. Johnston	December 31, 2014
Jason A. Nelms	December 31, 2014
Brian Poole	December 31, 2016

3. Each member of the Board is duly and validly elected or appointed and qualified to hold his or her respective office.

4. This Certificate, and any other certificate given in connection with the issuance of not to exceed \$1,264,900 in aggregate principal amount of notes designated “Cherokee County, Georgia Tax Anticipation Notes” (the “Notes”), dated as of the date hereof, signed by any official of the County, is a valid and binding representation and warranty by the County to the party to whom or for whom the certificate is given.

5. The seal of the County affixed to this Certificate is the legally adopted, proper, and only official seal of the County.

6. The resolution adopted by the Board on January 8, 2013, authorizing the issuance and sale of the Notes (the “Resolution”), was duly and validly adopted.

7. No motion has been made to reconsider the votes of the Board by which the Resolution was adopted, and the Resolution has not been repealed, revoked, rescinded, modified, changed, or altered in any manner and remains in full force and effect.

8. Leavitt B. Ahrens, Jr. and Christy Black were on the date of the adoption of the Resolution, and are on the date hereof, the duly elected or appointed and qualified incumbents of the offices of the County set forth to the left of their respective names, and the signatures appearing to the right of their respective names are the genuine signatures of such officials:

<u>Title</u>	<u>Name</u>	<u>Signature</u>
Chairman, Board of Commissioners	Leavitt B. Ahrens, Jr.	_____
Clerk, Board of Commissioners	Christy Black	_____

9. There is no litigation or other proceeding of any kind now pending, or to either of the undersigned's knowledge, threatened, in any federal, state, or municipal court or other tribunal of competent jurisdiction in any way (i) restraining or enjoining, or seeking to restrain or enjoin, the issuance, execution, sale, or delivery of the Notes, (ii) questioning or affecting the validity of the Notes or the Resolution, (iii) questioning or affecting the validity of any of the proceedings for the authorization, approval, sale, execution, or delivery of the Notes, (iv) questioning or affecting the existence of the Board or the title of any of the incumbent members of the Board or other officials of the County to their respective membership or offices, or (v) adversely affecting any powers of the County under the statutes or Constitution of the State of Georgia.

10. All necessary consents, approvals, or authorizations of, or declarations, notices, registrations, or filings with, governmental authorities and regulatory bodies required for the issuance, delivery, and performance of the Notes, the adoption, execution, delivery, and performance of the Resolution, and the carrying out of the conduct and activities contemplated by the Notes and the Resolution have been obtained or made; provided, however, no certification is made with respect to compliance with any federal or state securities laws.

11. Each of the representations and warranties of the County contained in the Notes, the Resolution, or any other certificate given in connection with the issuance of the Notes is accurate and complete in all respects on the date of this Certificate.

12. All agreements to be complied with and conditions to be fulfilled by the County pursuant to the Notes, the Resolution, or any certificate given in connection with the issuance of the Notes on or prior to the date of this Certificate have been complied with and fulfilled. The County has duly authorized the execution, delivery, receipt, and due performance of the Notes, and any and all other agreements and documents as may be required to be executed, delivered, and received in order to carry out, give effect to, and consummate the transactions contemplated by the Notes and the Resolution.

13. The execution and delivery of the Notes, the adoption by the Board of the Resolution, and the execution and delivery of any other agreement executed in connection with the issuance or sale of the Notes and the compliance by the County with the provisions thereof, is not a violation or breach of or a default under any term of any agreement, indenture, mortgage, lease, security deed, or other instrument to which the County is subject or by which the County is bound and will not conflict with or be in violation of any existing law, court or administrative regulation, rule, decree, or order to which the County is subject or by which the County is bound.

14. By manual signature, the Chairman and the Clerk of the Board of Commissioners, respectively, of the County officially signed notes in the aggregate principal amount not to exceed \$1,264,900 designated "Cherokee County, Georgia Tax Anticipation Notes," dated as of even date herewith, in the denominations of \$100,000 and integral multiples of \$100 in excess thereof, numbered R-1, bearing interest from the dates advances are made at the rate of 4.75% per annum, payable on December 31, 2013, and maturing on December 31, 2013. The Notes are in substantially the same form and text as the form and text authorized by the Resolution with such changes as are permitted by the Resolution. The Notes have been duly authorized, executed, and delivered by the County and constitute the valid and binding general obligations of the County.

15. No temporary loan obtained by the County during calendar year 2012 or in any prior calendar year is now outstanding and unpaid.

16. The aggregate amount of the temporary loan to be obtained by the issuance of the Notes and all other temporary loans obtained by the County during calendar year 2013 does not and shall not exceed 75% of the total gross income of the County from taxes actually collected during calendar year 2012.

17. The County has not incurred and will not incur during calendar year 2013 an aggregate of temporary loans or other contracts, notes, warrants, or obligations for current expenses in excess of the total anticipated revenue of the County for calendar year 2013.

18. The total gross income of the County from taxes actually collected in calendar year 2012 was not less than \$41,460,470. The total anticipated revenue of the County for calendar year 2013 is \$56,436,428.

19. All proceeds derived from the sale of the Notes, after paying the costs of issuing the Notes, will be used to pay the current expenses of the County for calendar year 2013 which are payable from the General Fund of the County.

WITNESS our signatures and the official seal of the County, this 9th day of January 2013.

(SEAL)

Chairman, Board of Commissioners
of Cherokee County, Georgia

Attest:

Clerk, Board of Commissioners
of Cherokee County, Georgia

OPEN MEETINGS CERTIFICATE

I, **CHRISTY BLACK**, DO HEREBY CERTIFY that:

1. I am the Clerk of the Board of Commissioners of Cherokee County, Georgia (the "County") and as such I am authorized to execute this Certificate on behalf of the County.

2. All matters to date pertaining to the authorization, issuance, sale, and delivery by the County of its Tax Anticipation Notes, dated as of the date hereof, in the original aggregate principal amount of not to exceed \$1,264,900, were presented to, deliberated upon, and determined by the Board of Commissioners (the "Governing Body") of the County at the following meeting (the "Meeting"), and no others, of the Governing Body:

(a) a public, regular meeting held on January 8, 2013 at 6:00 p.m., local time, at the County Administration Building at 1130 Bluffs Parkway, Canton, Georgia.

3. The County prescribed the time, place, and date of the Meeting, which information was available to the general public, and the County posted notice containing such information and maintained such notice in a conspicuous place available to the public at the regular meeting place of the County.

4. The Meeting was continuously open to the public at all times, except for any portions of the Meeting closed to the public pursuant to Chapter 14 of Title 50 of the Official Code of Georgia Annotated (the "Open Meetings Act"), and the public at all times was afforded access to the portion of the Meeting open to the public.

6. Prior to the Meeting, the County made available an agenda of all matters expected to come before the County at the Meeting. The agenda was available upon request and was posted at the Meeting site at some time during the two-week period immediately prior to the Meeting.

7. A summary of the subjects acted on and those members present at the Meeting was written and made available to the public for inspection within two business days of the adjournment of the Meeting. The minutes of the Meeting were promptly and fully recorded in writing and include a record of the names of the members present at the Meeting, a description of each motion or other proposal made, a record of all votes, and, in the case of a roll-call vote, the name of each person voting for or against a proposal.

8. The minutes of the Meeting will be open to public inspection at the offices of the County upon their adoption and approval by the Governing Body at its next regular meeting.

9. All votes taken at the Meeting were by public voice vote or roll-call vote. No secret votes, proxy votes, secret ballots, secret roll call votes, or any other means to circumvent the intent of the Open Meetings Act were taken at the Meeting.

GIVEN under my signature and the seal of the County, this 9th day of January 2013.

CHEROKEE COUNTY, GEORGIA

By: _____
Clerk, Board of Commissioners of
Cherokee County, Georgia

(COUNTY SEAL)

INVESTMENT LETTER

January 9, 2013

Cherokee County, Georgia
Canton, Georgia

Re: \$1,264,900 (Not to Exceed) Cherokee County, Georgia
Tax Anticipation Notes, maturing December 31, 2013

Ladies and Gentlemen:

In consideration of the sale to the undersigned by Cherokee County, Georgia (the "County") of the above-captioned notes (the "Notes"), the undersigned hereby represents, warrants, covenants, and agrees as follows:

1. The undersigned is an "accredited investor" within the meaning of Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "1933 Act").

2. The undersigned is purchasing the Notes for investment for its own account or for its loan portfolio and is not purchasing the Notes for resale or other disposition, and the undersigned has no present intention of reselling or otherwise disposing of all or any part of the Notes or dividing its interest therein, but the undersigned reserves the right to sell or otherwise dispose of the Notes as it chooses. The undersigned agrees that it will not sell, transfer, assign, or otherwise dispose of the Notes (1) unless (a) it obtains from the purchaser and delivers to the County an agreement similar in form and substance to this Agreement or (b) it obtains from the purchaser and delivers to the County a written acknowledgement that such purchaser is a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act and (2) except in compliance with the applicable provisions of the 1933 Act, the Securities Exchange Act of 1934, as amended (the "1934 Act"), any rules and regulations promulgated under either Act, and the applicable securities laws of any other jurisdiction, and in connection therewith, the undersigned agrees that it shall furnish to any purchaser of the Notes all information required by applicable law.

3. The undersigned, through its agents and employees, has investigated the County. The undersigned acknowledges that it has been furnished with or has been given access, without restriction or limitation, to all of the underlying documents in connection with this transaction, the Notes, and the County, as well as all other information which a reasonable, prudent, and knowledgeable investor would desire in evaluating the purchase of the Notes. The undersigned acknowledges that the County and other knowledgeable parties have made available to it and its representatives the opportunity to obtain any additional information which it may desire and the opportunity to ask any questions it may desire of and receive satisfactory answers from the County concerning the security and the source of payment of the Notes and the County.

4. In reaching the conclusion that it desires to acquire the Notes, the undersigned has carefully evaluated all risks associated with this investment or loan and acknowledges that it is able to bear the economic risk of this investment or loan. The undersigned, by reason of its knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of the investment in the Notes. The representations in this letter shall not relieve the County from any obligation to disclose any information required by the documents entered into in connection with the issuance of the Notes or required by any applicable law.

5. If the proposal and offer herein contained is satisfactory to you, you may so indicate by having the following acceptance executed by your duly authorized officer and by returning a copy to us. This Investment Letter and your acceptance will then constitute an agreement with respect to the matters herein contained as of the date hereof. This Investment Letter is expressly for your benefit and may not be relied upon by any other party.

Very truly yours,

UNITED COMMUNITY BANK

By: _____
Authorized Officer

Accepted as of the date first
above written:

CHEROKEE COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Cherokee County, Georgia

January 9, 2013

Cherokee County, Georgia
Canton, Georgia

United Community Bank
Canton, Georgia

Re: \$1,264,900 (Not to Exceed) Cherokee County, Georgia
Tax Anticipation Notes, maturing December 31, 2013

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance and delivery on this date by Cherokee County, Georgia (the "County") of not to exceed \$1,264,900 in original aggregate principal amount of notes designated "Cherokee County, Georgia Tax Anticipation Notes," maturing on December 31, 2013 (the "Notes").

We have examined the law and such certified proceedings and other papers authorizing and relating to the Notes as we deem necessary to render this opinion, including the following:

1. Paragraph V of Section V of Article IX of the Constitution of the State of Georgia of 1983, as amended (the "Constitutional Provision").
2. Section 36-80-2 of the Official Code of Georgia Annotated, as amended (the "Statutory Provision").
3. Certified copy of a resolution of the County adopted on January 8, 2013 (the "Resolution"), authorizing the issuance of the Notes.

The Notes are being issued under and pursuant to the Constitutional Provision, the Statutory Provision, and the Resolution for the purpose of obtaining a temporary loan to pay current expenses of the County in calendar year 2013.

As to questions of fact material to our opinion, we have relied upon certified proceedings and other certifications of public officials furnished to us, without undertaking to verify any of them by independent investigation.

In our capacity as Bond Counsel, we have not been engaged or undertaken to review the accuracy, completeness, or sufficiency of any offering material relating to the Notes, and we express no opinion relating thereto.

Based upon the foregoing, it is our opinion, as of the date hereof and under existing law, that:

(1) The County is a political subdivision of the State of Georgia, duly created and validly existing under the Constitution and laws of the State of Georgia.

(2) The Notes are valid and binding general obligations of the County.

The rights of the owners of the Notes and the enforceability of the Notes (i) may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters so stated. We expressly disclaim any duty to update this opinion in the future for any changes of fact or law that may affect any of the opinions expressed herein.

Very truly yours,

MCKENNA LONG & ALDRIDGE LLP

By: _____
Kenneth B. Pollock, Partner

**UNITED STATES OF AMERICA
STATE OF GEORGIA**

**CHEROKEE COUNTY, GEORGIA
TAX ANTICIPATION NOTE**

Number R-1

Principal Amount Not To Exceed \$1,264,900

Date of Original Issue:

Maturity Date:

Interest Rate:

January 9, 2013

December 31, 2013

4.75%

Registered Owner: United Community Bank

KNOW ALL MEN BY THESE PRESENTS: CHEROKEE COUNTY, GEORGIA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, for value received and in consideration of money borrowed, hereby promises to pay to the Registered Owner shown above, or registered assigns, with option of prior redemption at any time with no penalty or premium, on the Maturity Date identified above, so much of the Principal Amount identified above that is advanced to it, as indicated in the Schedule of Advances and Redemptions attached to this Note, together with interest on the unpaid Principal Amount at the Interest Rate per annum identified above, from the dates advances are made until the Principal Amount has been fully paid, such interest being payable upon retirement of this Note and computed on the basis of a 360-day year for the number of days actually elapsed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the office of the County Manager, Cherokee County, Georgia, 1130 Bluffs Parkway, Suite 310, Canton, Georgia 30114, upon presentation and surrender of this Note.

This Note is one of an issue aggregating not to exceed \$1,264,900 in principal amount, authorized by Resolution duly adopted by the Board of Commissioners of Cherokee County (the "Governing Body") on the 8th day of January 2013, and in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 and Section 36-80-2 of the Official Code of Georgia Annotated, as amended, for the purpose of obtaining a temporary loan to pay expenses of Cherokee County, Georgia (the "County") in calendar year 2013.

This Note is issued in anticipation of the collection of taxes levied or to be levied for the calendar year 2013. The aggregate amount of all such Notes does not exceed 75% of the total gross income from taxes collected by the County in calendar year 2012 and does not exceed, together with other contracts, notes, warrants, and obligations of the County for current expenses in calendar year 2013, the total anticipated revenues of the County for calendar year 2013.

This Note is issuable only in registered form without coupons in the denomination of \$100,000 or any integral multiple of \$100 in excess thereof. The registered owner of this Note may, if not prohibited by law, surrender the same (together with a written instrument of transfer satisfactory to the County duly executed by the registered owner or its attorney duly authorized in writing) in exchange for an equal aggregate principal amount of Notes of the same interest rate and maturity and of any other authorized denominations. This Note is transferable by the registered owner in person or by the owner's attorney duly authorized in writing at the office of the County set forth above, upon surrender of this Note accompanied by a duly executed instrument of transfer, in form and with guarantee of signature satisfactory to the County, and upon payment of any governmental charges or taxes incident to such transfer. Upon any such transfer, a new Note or Notes in the same aggregate principal amount and of the same interest rate and maturity and in authorized denominations will be issued to the transferee. The County may deem and treat the person in whose name this Note is registered as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payment of, or on account of, the principal of and interest due on this Note and for all other purposes, and the County shall not be affected by any notice to the contrary.

All borrowings evidenced by this Note and all redemptions of this Note, including the date and amount of each advance and the date and amount of each redemption, shall be endorsed by the registered owner of this Note on the Schedule of Advances and Redemptions attached to this Note; provided, however, that any failure by the registered owner of this Note to endorse such information on such Schedule shall not in any manner affect the obligation of the County to make payments of principal and interest in accordance with the terms of this Note. The County hereby irrevocably authorizes and directs the registered owner of this Note to enter on the Schedule of Advances and Redemptions the date and amount of each advance and the date and amount of each redemption under this Note.

It is hereby certified, recited, and declared that all acts, conditions, and things required by law to be done precedent to and in the issuance of this Note have been properly done, have happened, and have been performed in the manner required by the Constitution and statutes of the State of Georgia relating thereto; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the County will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest thereon; and that this Note, together with all other indebtedness of the County, is within every debt or other limit provided by the Constitution and statutes of the State of Georgia.

IN WITNESS WHEREOF, Cherokee County, Georgia, acting by and through its Governing Body, has caused this Note to be executed in its name by the manual signature of the Chairman of the Board of Commissioners of the County, attested by the manual signature of the Clerk of the Board of Commissioners of the County, and the official seal of the County to be impressed hereon, all as of the Date of Original Issue set forth above.

CHEROKEE COUNTY, GEORGIA

(SEAL)

By: _____
Chairman, Board of Commissioners
of Cherokee County, Georgia

Attest:

Clerk, Board of Commissioners
of Cherokee County, Georgia

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned, _____, hereby sells, assigns, and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution (such as banks, stockbrokers, savings and loan associations, and credit unions) with membership in an approved Signature Guarantee Medallion Program pursuant to S.E.C. Rule 17Ad-15.

NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Cherokee County, Georgia
Agenda Request

2.2

SUBJECT: Lease Agreement for Use of Trinity Church Gym
SUBMITTED BY: Bryan Reynolds, CRPA Director

MEETING DATE: 1/8/13

COMMISSION ACTION REQUESTED:

Consideration of Lease Agreement to use Chris G. Hite Memorial Community Center gymnasium facility for CYB practices and games.

FACTS AND ISSUES:

In order to accommodate all of the children registered for the Cherokee Youth Basketball program, it is necessary for Cherokee County to use other gyms in addition to the elementary school gymnasiums. This facility is located in the Free Home community where there are not a lot of elementary school gyms available for use.

The cost of leasing the facility is entirely covered within the CYB program budget. The lease agreement has been reviewed by the county attorney's office.

BUDGET:

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

Budget Adjustment Necessary: None

ADMINISTRATIVE RECOMMENDATION:

Approval of Lease Agreement to use Chris G. Hite Memorial Community Center gymnasium facility for CYB practices and games.

REVIEWED BY:

DEPARTMENT HEAD:

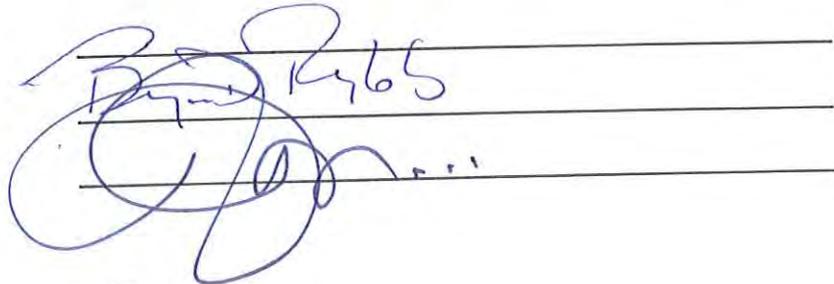
AGENCY DIRECTOR:

COUNTY MANAGER

APPROVED AS TO LEGAL FORM:

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY:



LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is entered into as of the ____ day of December, 2012 (the "Effective Date"), between, **Trinity Presbyterian Church of Free Home** ("LANDLORD") and **Cherokee County, Georgia** ("TENANT").

WITNESSETH

LANDLORD is the owner of the Chris C. Hite Memorial Community Center gymnasium facility located at 1136 Trinity Church Road in Canton, Georgia 30115 (the "Property").

1. **Lease of Property.** LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, the Property (including reasonable use of parking areas) for use by TENANT for Cherokee County youth basketball activities, including team practices and games, on the dates and times designated on Exhibit "A," attached hereto and incorporated herein by reference.

This Agreement is subject to the following conditions:

(A) LANDLORD'S Obligations.

- (i) LANDLORD shall furnish light, HVAC, and water by means of appliances installed for ordinary purposes. LANDLORD shall not be responsible or chargeable for interruptions, delays or failures in furnishing any such utilities due to causes beyond the control of LANDLORD.
- (ii) LANDLORD, at its sole expense, shall provide the services of one custodian on site while the Property is in use by TENANT, unless otherwise specified by the parties in writing.
- (iii) LANDLORD, except to the extent of negligence or intentional misconduct by LANDLORD or any of its officers, agents, employees, contractors, subcontractors, or volunteers, shall not be responsible for any damage, accident, or injury to TENANT, its property or its agents, servants, employees, sports participants, parents of participants or their children, guests, or their property from any cause whatsoever, nor for injury or damage to persons or their property while attending any function sponsored by TENANT either prior, during, or subsequent to the period for which use of the Property by TENANT has been authorized.

(B) TENANT'S Obligations.

- (i) TENANT shall obtain at its sole cost and expense any and all licenses or permits required by law.

- (ii) TENANT shall obtain and pay any and all necessary help other than one custodian provided by LANDLORD on days the Property is used by TENANT.
- (iii) TENANT shall accept the Property as it is at the time of occupancy. Removal or relocation of any appliance or equipment occasioned by TENANT'S use of the Property shall be made by TENANT at its expense, but no such removal or relocation shall be made without prior written approval by a representative of LANDLORD. Any appliance or equipment removed or relocated by TENANT shall be replaced or returned to its original location and in the same condition.
- (iv) TENANT shall remove from the Property, within twenty-four hours following the termination of each use of the Property by TENANT, all equipment, properties, scenery, etc. for which TENANT is responsible. Any such material remaining thereafter will be subject to storage charges.
- (v) TENANT shall ensure that no beverage other than water is allowed on the Property during TENANT'S use of the Property.
- (vi) TENANT shall provide an electric scoreboard during TENANT'S use of the Property.

(C) Property Use Regulations.

- (i) TENANT shall only use the Property as described in this Agreement and shall not use the Property between the hours of midnight and 6:00 AM.
- (ii) TENANT shall not use or store, nor permit to be used or stored in or on any part of the Property any substance or thing prohibited by law or by standard policies of fire insurance issued by companies operating in Georgia. Nor shall TENANT, without LANDLORD'S express written permission, store any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind on the Property.
- (iii) TENANT shall not bring onto the Property, keep, possess, or use thereon, or permit others to do so, any intoxicating beverage, controlled substance in violation of law, or gambling device.
- (iv) TENANT shall not permit smoking on the Property during TENANT'S use of the Property.
- (v) LANDLORD reserves the right, through its representatives or law enforcement officers, to eject any objectionable individual(s) from the Property.

- (vi) TENANT shall not use LANDLORD'S phones, internet or any other service regarding which LANDLORD could incur costs or charges. In the event that a phone or internet service is dedicated to TENANT on the Property, TENANT shall be responsible for the set-up and all expenses related to such service.
 - (vii) TENANT shall not remove any equipment or furnishings from the Property.
2. **Term and Rental Amount.** This term of this Agreement shall be from the Effective Date until April 1, 2013. TENANT shall pay to LANDLORD rental in the amount of twenty-five dollars and zero cents (\$25.00) per hour of practice use and (\$35.00) per hour of game use of the Property by TENANT. LANDLORD shall provide to TENANT, by the fifteenth (15th) day of each month, an invoice for the prior month stating the number of hours of TENANT'S use of the Property during the prior month and the rental amount due to LANDLORD for the prior month. TENANT shall make payment to LANDLORD on each invoice within twenty (20) days of TENANT'S receipt of each monthly invoice.
 3. **Insurance.** During the performance of this Agreement, TENANT shall maintain and keep in force, at its own expense, insurance coverages and minimum limits as described in Exhibit "B," attached hereto and incorporated herein by reference.
 4. **Termination.** Either party may terminate this Agreement for convenience upon providing at least thirty (30) days prior written notice of termination to the other party. Additionally, LANDLORD may terminate this Agreement immediately, subject to the Opportunity to Cure provisions contained in Paragraph 6 below, upon the breach by TENANT of any provision of this Agreement.
 5. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.
 6. **Opportunity to Cure.** If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a five (5) business day period to cure such failure. In the event that TENANT fails to cure the failure within such time period, this Agreement shall automatically terminate.
 7. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located. Any legal action shall be in a court located in Cherokee County, Georgia.

8. **Notices.** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT:

Cherokee County
Cherokee County Recreation & Parks
7545 Main Street, Bld. 200
Woodstock, Georgia 30188

LANDLORD:

(Physical Address)
Trinity Presbyterian Church of Free Home, Inc.
1136 Trinity Church Road
Canton, GA 30115

(Mailing Address)
Trinity Presbyterian Church of Free Home, Inc.
8014 Cumming Hwy, Box 403-325
Canton, GA 30115

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

9. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.
10. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

11. **Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

LANDLORD: TRINITY PRESBYTERIAN CHURCH OF FREE HOME, INC.

Signed, sealed and delivered this
____ day of _____, 2012.

By: _____
Name: _____
Title: _____

Unofficial Witness

[Affix Corporate Seal]

Notary Public

My Commission Expires:
[Notary Seal]

TENANT: CHEROKEE COUNTY, GEORGIA

Signed, sealed and delivered this
____ day of _____, 2012.

By: _____
Name: _____
Title: _____

Unofficial Witness

[County Seal]

Notary Public

My Commission Expires:
[Notary Seal]

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Purchase of Pipe and Manhole Inspection Camera For Roads & Bridges Department MEETING DATE: January 8, 2013

SUBMITTED BY: Cliff Harden, Director, Roads & Bridges

COMMISSION ACTION REQUESTED:

Consider approval to purchase a pipe and manhole inspection camera for the Roads & Bridges Department from Environmental Products of Georgia in the amount of \$15,275.00.

FACTS AND ISSUES:

The Roads & Bridges Department maintains the County's storm drainage system. This request is to purchase a pipe and manhole inspection camera to aid in the assessment of needed pipe and or drainage structure/manhole repairs.

Quotations were requested from four (4) vendors; only two (2) responded with a quotation.

Environmental Products of Georgia provided a price quote of \$15,275.00 for the QuickView Haloptic System, a second quote in the amount of \$17,995.00 was provided by Public Works Equipment and Supply.

Recommendation is to purchase the pipe and manhole inspection camera from Environmental Products of Georgia in the amount of \$15,275.00.

BUDGET:

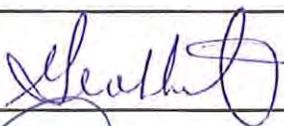
Budgeted Amount:	\$315,000.00	Account Name: SPLOST - Equipment
Amount Encumbered:	\$ 0.00	Account #: 34214000 542100-60013
Amount Requested:	\$ 15,275.00	
Remaining Budget:	\$299,725.00	

Budget Adjustment Necessary: None required.

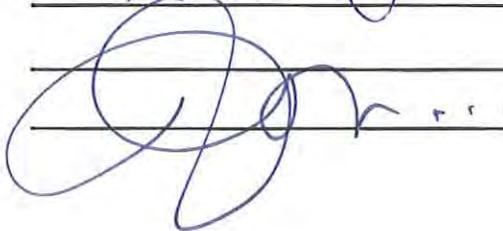
ADMINISTRATIVE RECOMMENDATION:

Approval to purchase a pipe and manhole inspection camera for the Roads & Bridges Department from Environmental Products of Georgia in the amount of \$15,275.00.

REVIEWED BY:

DEPARTMENT HEAD: _____ 

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____ 

Recipient:

Cliff Harden
Cherokee County
GA

Environmental Products of Georgia

Casey Meehan, Territory Manager
Environmental Products of Georgia
4815 Mendel Court
Atlanta, GA 30336
912-341-4371, fax: 404-745-8915
cmeehan@epofc.com, www.epofc.com

Quote: 0000016625

Date: Nov 13, 2012

Submitted by: Environmental Products of Georgia

Part No.	QTY	UNIT	PRICE	TOTAL
E-QV_Haloptlc-24				1

QuickView Haloptic System

QV haloptic camera head with Sony 1020 camera module, vest-mounted camera control unit, battery pack with charger, 24' carbon-fiber pole, operator vest, wireless dual (2) 3.6" monitor/recorders with pole mount and storm shipping case.

E-QVH_Bumpers				1
---------------	--	--	--	---

Set of 3 HD Bumper Guards
for QVH Protection

SPCL				1
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Shipping and Training Included

Total: US \$15,275.00

Recipient:

Cliff Harden
Cherokee County
GA

Environmental Products of Georgia

Casey Meehan, Territory Manager
Environmental Products of Georgia
4815 Mendel Court
Atlanta, GA 30336
912-341-4371, fax: 404-745-0916
cmeehan@epofg.com, www.epofg.com

Quote: 0000016625

Date: Nov 13, 2012

Submitted by: Environmental Products of Georgia

Notes: This proposal may be withdrawn if not accepted within the period shown below. All equipment remains the property of the seller until sum stated above is paid in full. We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified.

Expiration Period: 30 days

Terms: 30 Days

FOB: Randolph, NJ

Currency: US \$

Respectfully Submitted,

Environmental Products of Georgia

The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted by _____

Date _____

PUBLIC WORKS EQUIPMENT AND SUPPLY, INC.

4519 Old Charlotte Highway Monroe, North Carolina 28110 PH: 800-222-6803 Fax: 704 293 2266

QUOTATION TO: Sandy Kuykendoll
Cherokee County, GA

DATE: 12/10/2012

skuykendoll@cherokkega.com

PH.#:
CELL:
FAX:

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION:

QUANTITY	EQUIPMENT SPECIFICATIONS	PRICE EA.	TOTAL
1	New EnviroSight Haloptic pole camera with: vest mtd. control unit; battery pack with charger; 24 ft. carbon fiber pole; operator vest; (2) 3.6 inch monitor/recorders; pole mount for recorder; shipping case; set of (3) HD bumper guards; shipping and training included Plus any applicable sales taxes		\$17,995.00
TERMS Net 10 days		F.O.B. Canton, GA.	DELIVERY 2 weeks
PRICES QUOTED ARE THOSE IN EFFECT AT THE TIME OF QUOTATION. THIS QUOTATION IS SUBJECT TO ACCEPTANCE WITHIN 15 DAYS.			

TAXES TO BE ADDED: _____ YES _____ NO

ACCEPTED:

VERY TRULY YOURS,

CUSTOMER NAME: _____
BY: _____
TITLE: _____
DATE: _____

BY: Larry J. Davis
President

Public Works Equipment
Contact: Larry Davis
704-289-6488
Email: ldavis@pweasi.com

Bld Attached

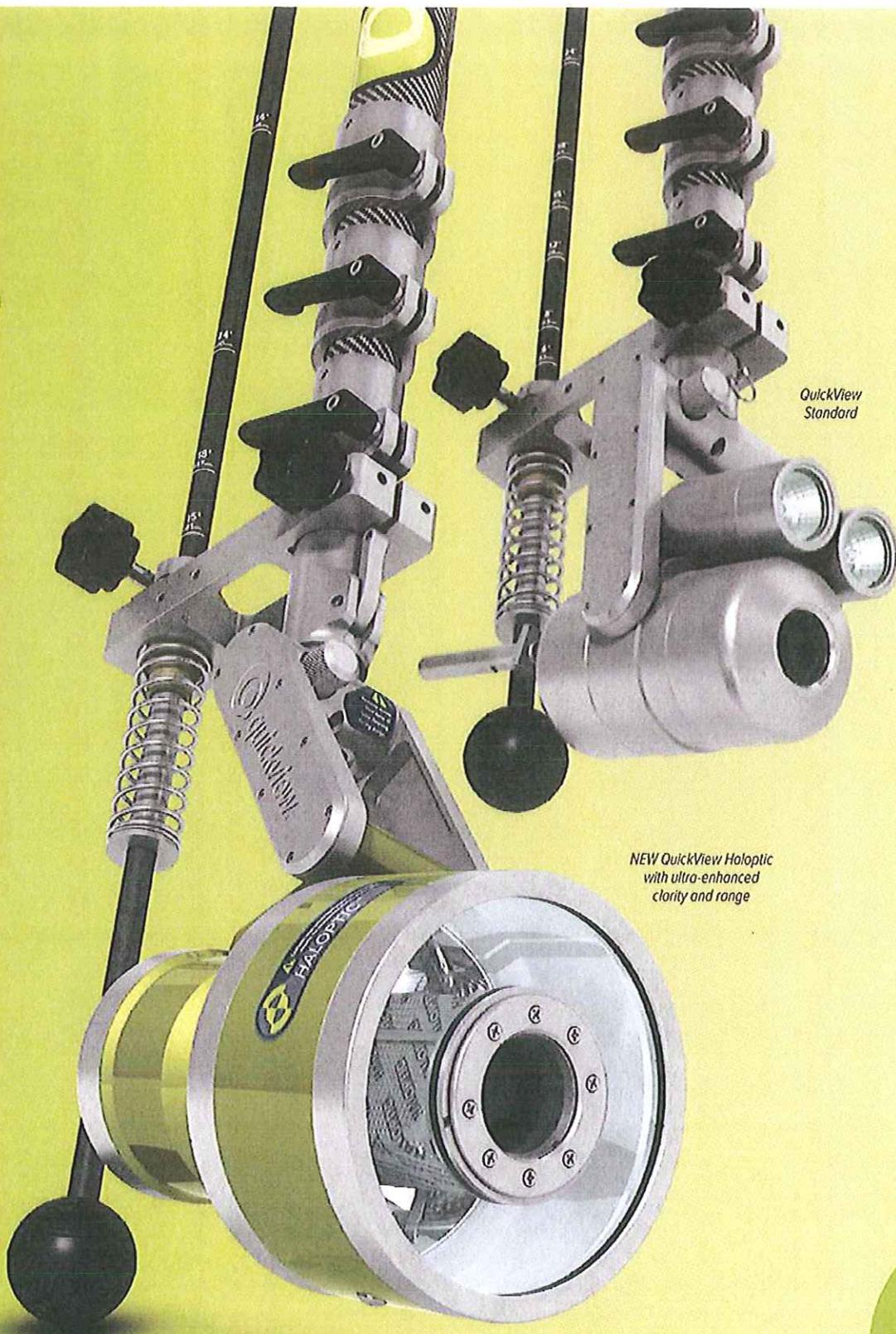
Virginia Public Works Equipment
Contact: Ben Jones
804-730-4040
Email: ben@vpwe.com

No Bid

Sansom Equipment
Contact: Zane Klgo
205-324-3104
Email: zaneklgo@secequip.com

No Bid

ENVIROSIGHT LLC



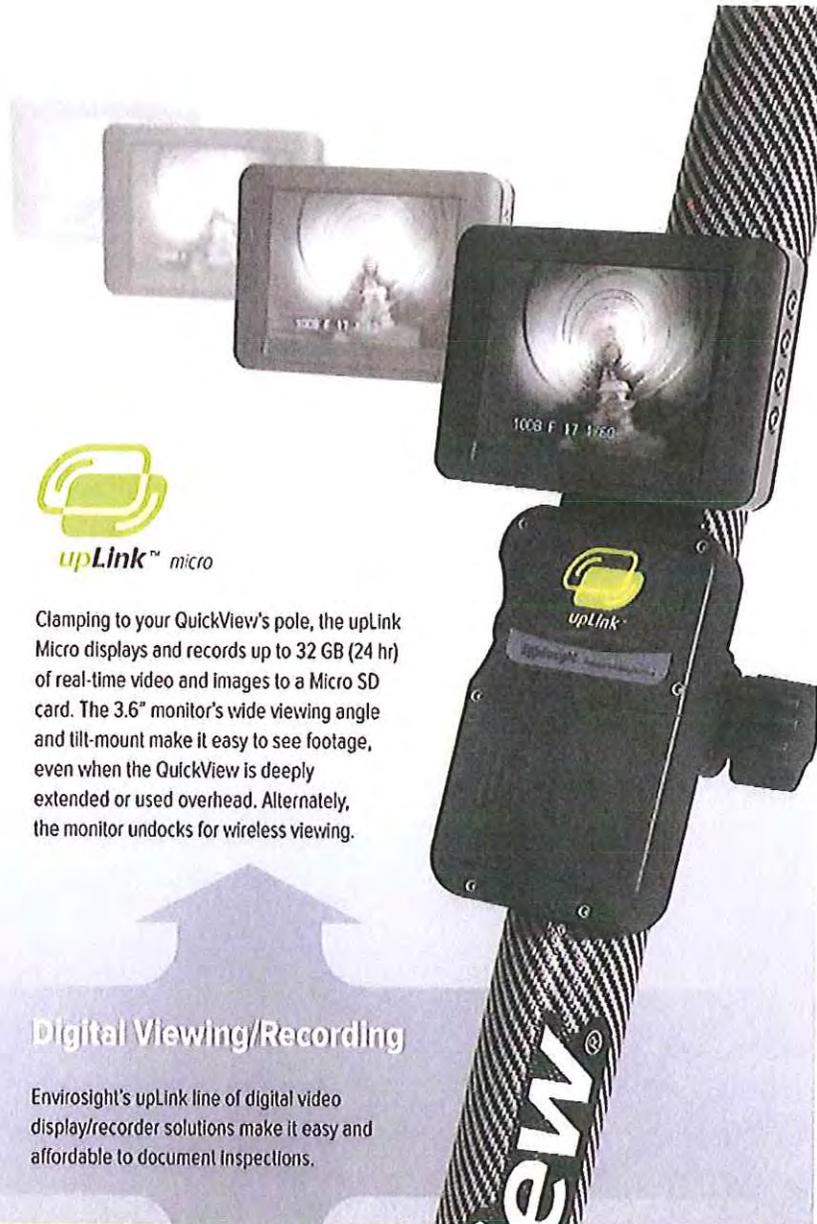
QuickView
Standard

NEW QuickView Holoptic
with ultra-enhanced
clarity and range

Pipe & Manhole Inspection

Perfect Alignment • Extreme Range • Precision Focus

quickview



upLink™ *micro*

Clamping to your QuickView's pole, the upLink Micro displays and records up to 32 GB (24 hr) of real-time video and images to a Micro SD card. The 3.6" monitor's wide viewing angle and tilt-mount make it easy to see footage, even when the QuickView is deeply extended or used overhead. Alternately, the monitor undocks for wireless viewing.

Digital Viewing/Recording

Envirosight's upLink line of digital video display/recorder solutions make it easy and affordable to document inspections.



upLink™ *handheld*



Lightweight and weatherproof, the upLink Handheld captures up to 128 GB (96 hours) of video and still images to SD card or USB thumb drive. Drop-down menus and thumbnail galleries make browsing stored footage simple. The 8" monitor allows 3X zooming on live or recorded video, and an integrated QWERTY keyboard lets you annotate footage, or enter observation data for direct upload to WinCan.

System

video format NTSC or PAL
battery 8-hr. NiMH
ratings ETL, CE
kit size/weight 25" x 20" x 12" / 39 lb.

Camera

imager color 1/4" EXview HAD CCD
zoom lens 432x (36x optical, 12x digital)
57.8–1.7 deg FOV
alignment front windshield-mounted with
tele FOV calibrated to lamp beam
purge/pressurization schrader valve
with safety relief valves
features... image stabilization; auto gain, shutter,
focus, white balance; image enhancement
construction aluminum and stainless w/
combination anodized/powder coat finish
environment IP68 dust/waterproof; 20–110°F
manhole camera option (Haloptic model)
imager color 1/4" H-CMOS
lens 90-deg fixed-focus (2" to infinity)

Illumination

Haloptic model

lamp single HID
reflector 5" coaxial columnar parabolic
design Haloptic precision light engine
illumination up to 400 lux @ 200'
manhole illumination shadowless LED

standard model

lamps twin HID
reflectors 1.5" offset diverging parabolic
illumination up to 20 lux @ 200'

Pole & Standoff

length/weight (see chart at right)
centering 6–48" (152–1219 mm)

Viewer/Recorder (upLink Micro™)

screen size 3.6" TFT LCD (640x480 pixels)
formats JPEG, AVI (30 fps)
media/capacity Micro SD card up to 32 GB
outputs analog video, USB
wireless 2.4 GHz FM

Controls

zoom/focus joystick • auto-focus on/off •
lamp/camera switch (pipe/manhole/alt) • battery
charge indicator • menu button (image stabilization,
ShadowBright, infrared filter, grid display) • power



Kit Components

- camera head
- telescoping carbon fiber pole with standoff
- operator safety vest
- joystick controls
- battery pack
- battery charger
- two (2) wireless pole-mount viewer/recorders
- 40' camera cable
- hard-shell wheeled case with telescoping handle
- tools/spares/manual

Optional Accessories

- integral pipe and manhole measurement
- DiaMetrik pipe and manhole measurement accessory
- drop-line extension for centering view while inspecting drop lines
- extensions to increase pole length 6–18'
- WinCan observation and asset management software
- Purge/pressurization kit to prevent condensation
- Rear-view camera
- upLink Handheld

standard: 24' carbon-fiber pole collapses to 7' 4" • 8.5 lb.

optional: 30' carbon-fiber pole collapses to 7' 6" • 9.0 lb.

optional: 16' carbon-fiber pole collapses to 4' 10" • 7.3 lb.

Envirosight^{uc}

www.envirosight.com

(866) 936-8476 • (973) 252-6700

111 Canfield Ave, Unit B3
Randolph, NJ 07869

Worldwide Sales & Service

Boards & Committees	Expiration Date	Appointer
Animal Control Advisory Board	December 31, 2012	Nancy Carson
Animal Control Advisory Board	December 31, 2012	District 2
Board of Ethics	January 2013	Chairman
Board of Health	December 31, 2012	BOC At Large
Board of Health	December 31, 2012	BOC At Large
Cemetery Preservation Comm.	December 31, 2012	District 2
Cemetery Preservation Comm.	December 31, 2012	District 3
Cherokee Co. Develop. Auth.	December 31, 2011	
Cherokee Co. Develop. Auth.	December 31, 2011	
Cherokee Co. Develop. Auth.	December 31, 2012	BOC At Large
Cherokee Co. Rec. Adv. Bd.	December 31, 2012	District 2
Cherokee Co. Rec. Adv. Bd.	December 31, 2012	Robert Strozier
Construction Board of Appeals	December 31, 2012	Tony Perry
Construction Board of Appeals	December 31, 2012	District 2
Develop. Auth. Of Cherokee Co.	January 1, 2013	
Develop. Auth. Of Cherokee Co.	January 1, 2013	
Develop. Auth. Of Cherokee Co.	January 1, 2013	
Develop. Auth. Of Cherokee Co.	January 1, 2013	
Develop. Auth. Of Cherokee Co.	January 1, 2013	
Fire Code Appeals Board	December 31, 2012	District 2
Fire Code Appeals Board	December 31, 2013	Lee Poole
Highland Rivers Comm Serv. Bd.	March 1, 2013	BOC At Large
Impact Fee Appeals Board	December 31, 2012	Mark Marlow
Impact Fee Appeals Board	December 31, 2012	District 2
Lanier Joint Development Auth.	January 1, 2013	
Planning Commission	December 31, 2012	District 2
Planning Commission	December 31, 2012	BOC At Large
Planning Commission	December 31, 2012	Joe Long
Planning Commission	December 31, 2012	BOC At Large
Region 1 EMS Advisory Board	January 2013	BOC At Large
Wrecker Service Adv & Appeals	December 31, 2012	District 2
Wrecker Service Adv & Appeals	December 31, 2012	Wayne Stewart
Zoning Board of Appeals	December 31, 2012	District 2

Cherokee County, Georgia Agenda Request

SUBJECT: Forensic Audit PSA - McClendon & Associates MEETING DATE: January 8, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve Professional Services Agreement (PSA) with Rhonda D. McClendon & Associates to perform a forensic audit related to the BGR/Boho Project in the amount of \$75,000 with authorization for additional funds if necessary as approved by the Board of Commissioners.

FACTS AND ISSUES:

Rhonda D. McClendon & Associates was identified as one of four (4) forensic audit firms recommended by the Grand Jury to be considered by the Board of Commissioners, and one of two (2) forensic audit firms recommended by the Georgia Bureau of Investigations. The PSA provides:

- The Board of Commissioners and county management will be included as subjects of the audit.
- Jerry W. Cooper shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative in consultation, direction and guidance from the District Attorney as the District Attorney deems appropriate.
- The period covered by the audit will be 2005 through present.

The estimated cost for the forensic audit is \$75,000. If the scope of work should require additional funds, a request will be submitted to the BOC for approval.

BUDGET:

Budgeted Amount:	\$0	Account Name:	Professional Services
Amount Encumbered:	\$0	Account #:	
Amount Spent to Date:	\$0		
Amount Requested:	\$75,000		
Remaining Budget	\$75,000		

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

Budget amendment approved December 4th to include \$50,000 revenue from recent settlement and \$25,000 from reserves.

Contract Approval Required: Yes No

ADMINISTRATIVE RECOMMENDATION:

Approve PSA with Rhonda McClendon & Associates.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 8th day of January, 2013, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Rhonda D. McClendon & Associates, CPA, PC, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as forensic audit; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Consultant has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Consultant desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

This special purpose audit shall be conducted in accordance with the Accounting Standards and Professional Ethics Board – APES 215, Forensic Accounting Services; Statement of Auditing Standards (SAS) 54; Illegal Acts by clients, SAS 99; and other industry forensic accounting standards. The Auditor shall perform such forensic accounting services as necessary to identify and quantify any abnormal financial activity, including but not necessarily limited to civil fraud or criminal activities including but not limited to fraud, past or present use of the funds associated with the RRDA Bonds and Ball Ground Recycling Project for the period January 1, 2005 to current date. The Auditor shall make all reasonable efforts to locate and procure copies of all documentation relevant to the Scope of Work.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of but not limited to the following:

Determine if civil fraud or criminal activities occurred associated with use of RRDA Bond Proceeds and compliance with the terms of the Lease Agreement dated as of September 1, 2007 between RRDA, as Lessor, and Ball Ground Recycling, LLC, as Lessee ("Lease") since January 1, 2005. The audit will include but not necessarily be limited to, an evaluation of the following:

- 1) RRDA Bond Payments for acquisition of land, facilities and equipment; design; construction management; and, capital construction of the Ball Ground Recycling Project;
- 2) Contracts and procurement of goods and services by Ball Ground Recycling and Operator of Ball Ground Recycling Business during design and construction of the Ball Ground Recycling Project.
- 3) Compliance with terms of Lease, including revenues generated to pay Lease payments and expenses incurred to operate the Ball Ground Recycling business.
- 4) Compliance with Validated Bond Documentation, including but not necessarily limited to, representations and warranties in the Official Statement and Tax Certificate.
- 5) Any funds owed by any entity to either RRDA or the County pursuant to the Lease and/or any element of the Validation Bond Documentation.
- 6) Financial (using the County's Accounting Department's internal audit, from early 2012, as a foundation, and in consultation with the Accountants who performed same (all in an effort to leverage both the work done to date, and the currently accumulated body of transactional knowledge)

Categorize (and sub-categorize, to the degree possible) and quantify by draw request, the specific, ultimate disposition of the funds, including all soft costs. In prosecution of the above line, determine, with specificity, any funds disbursed for which there is missing, illegible or otherwise insufficient supporting documentation.

In prosecution of same, determine, with specificity, the documents needed in order to satisfy the supporting-documentation deficiencies noted, thereby allowing for completion of this audit.

Verify existence and amount of remaining "Debt Service Reserve" account.

Verify proper application (and propriety of ensuing administration of same, if any, of "Estimated Investment Earnings" (noted in tab #35 of the bond closing binders) within the bond sale closing statement.

Reconcile all interest paid to date, since closing, both with respect to 1) the terms of bond repayment noted in the prospectus and 2) with the actual amounts both a) pulled from the bond funds by the Trustee and/or Underwriter, via the 15 draws, and thereafter, if any, being prior to exhaustion of the "Funded Interest" reserve account, and then, b) paid by Cherokee County, or the Lessor, after such exhaustion.

Verify the amounts paid to both Bond Counsel and Issuer Counsel for services rendered relative to the bond sale.

7) Physical Equipment - Inventory and then reconcile the actual equipment on site with both 1) that listed in the equipment inventory/audit commissioned by the County in early 2012 and 2) the equipment represented, in the supporting documentation, as having been purchased by the Lessor, via its agent, the Lessee, paying particular attention to whether any of the equipment purchased with bond funds:

a. is no longer on site.

b. is equipment having previously been owned by the Lessee or any entities related to its principal, Jimmy Bobo, David Bobo (also paying attention to the fact that the Lessee was allowed to remove any of its own equipment that it may have brought on site, but which was not sold to the Lessor).

c. was represented as new when, in reality, was less than new.

d. is physically identified with a serial number not matching that shown on the documentation supporting its 1) acquisition (invoice/bill-of-sale/title) or 2) collateralization (UCC), etc.

8) Improvements- Determine if any supporting documentation indicates a request for payment for any improvements that are in a state of lesser completion than that indicated on the pay request, paying particular attention to the completion level of the asphalt roadways. Further, to the extent possible (based upon the existence of, or ability to obtain, sufficient supporting documentation), determine the propriety of the costs paid to Lessee, or any of his related entities, for Project Management services and "self-performed work" on the site.

9) Procedural - Note administrative deficiencies, if any, which resulted in the disbursement of bond funds 1) without reasonably comprehensive and legible supporting documentation, and/or 2) in contradiction to the Lessor's assertion that the meeting-of-the-minds between itself and the Lessee (per the Lease, and various other documents in the bond closing binders) establish that the latter was not entitled to a "profit" on the land and/or 3) which could be considered "non-reimbursable", or "costs not applicable to the project", based upon the aforementioned meeting-of-the-minds.

Note contractual deficiencies, if any that resulted in the lack of a clear meeting of the minds, between the County and the Lessee, Particularly with regard to whether the latter was entitled to a "profit" on the land and/or on "self-performed" work.

Note on-site inspection and verification deficiencies, if any, which resulted in the County disbursing bond funds for what was, at the time of the draw request, 1) incomplete or non-conforming work, 2) assets not on site or 3) improvements/ equipment for which there was insufficient supporting documentation.

10) Conflicual - Note any individuals who both 1) received any of the bond funds directly, or indirectly through an entity in which they have an ownership interest; or for which they have a managerial responsibility, and 2) are associated with the Lessor, Cherokee County or any of its affiliated departments or authorities, whether in an elected, appointed or salaried position.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before March 31, 2013. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Consultant and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Consultant shall proceed with the changed work.

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Consultant.

C. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the Cherokee County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred

by Consultant 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 Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed Seventy-Five Thousand (\$75,000), except as outlined in Section II(C) above.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

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

relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Rhonda D. McClendon shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

F. Assignment of Agreement

The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

G. Responsibility of Consultant and Indemnification of County

The Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. 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 County Parties, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any

limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

H. Independent Contractor

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Consultants, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

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

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) 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 (one million dollars) 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 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 (one million dollars) 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 and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.

- (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 shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer providing Workers’ Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

Consultant shall include all subcontractors as insureds 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 insureds.

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(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.

J. 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 Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant'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 Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County. In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Consultant agrees to provide completed copies of Exhibit "B" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors

shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant'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 Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

Consultant hereby agrees to comply 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. Consultant's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

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

_____ 500 or more employees.

_____ 100 or more employees.

_____ Fewer than 100 employees.

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

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

(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 Country *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 "C", 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).

K. Records, Reports and Audits

(1) Records:

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

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

(2) Reports and Information:

Upon request, the Consultant shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

L. Conflicts of Interest

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

M. Confidentiality

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

N. Licenses, Certifications and Permits

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

O. Key Personnel

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

P. Authority to Contract

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

Q. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the

Consultant ("materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County, and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment, documents, materials, etc. to Rhonda D. McClendon or designee, in order for Consultant to complete the Work.

B. County's Representative

Jerry W. Cooper shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative in consultation, direction and guidance from the District Attorney as the District Attorney deems appropriate.

VI. TERMINATION

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

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

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

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

VII. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. ~~BUSINESS LICENSE~~

~~Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.~~

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Jerry W. Cooper for the County and Rhonda D. McClendon for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

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

NOTICE TO THE CONSULTANT shall be sent to:

Rhonda D. McClendon
Rhonda D. McClendon & Associates
9 West Broad Street
Newnan, Georgia 30263

Future changes in address shall be effective only upon written notice being given by the County to Consultant or by Consultant to County Manager via one of the delivery methods described in this Section.

XIV. WAIVER OF AGREEMENT

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement.

XV. 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.

XVI. 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.

XVII. FORCE MAJEURE

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

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

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT:

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY

By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit "B." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "B"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"
SAVE Affidavit

By executing this affidavit under oath, and as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cherokee County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:



Brian P. Kemp
Secretary of State

STATE OF GEORGIA
2012 Corporation Annual Registration

OFFICE OF SECRETARY OF STATE
Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Control No: J204588
Date Filed: 04/24/2012 09:00 AM
Brian P. Kemp
Secretary of State

Information on record as of: 4/24/2012 9:00:14 AM

Entity Control No. J204588 **Amount Due: \$75.00** **Amount Due AFTER April 1, 2012: \$75.00**
RHONDA D. MCCLENDON & ASSOCIATES, CPA, PC
PO Box 937
Newnan, GA 30264

Each business entity registered or filed with the Office of Secretary of State is required to file an annual registration. Amount due for this entity is indicated above and below on the remittance form. Annual fee is \$50. If amount is more than \$50, the total reflects amount(s) due from previous year(s) and any applicable late fee(s). **Renew by April 1, 2012.** Your Annual Registration must be postmarked by April 1, 2012. If your registration and payment are not postmarked by April 1, 2012, you will be assessed a \$25.00 late filing penalty fee.

For faster processing, we invite you to file your Annual Registration online with a credit card at www.georgiacorporations.org. The Corporations Division accepts Visa, MC, Discover, American Express and ATM/Debit Cards with the Visa or MC logo for online filings only. Annual Registrations not processed online require payment with a check, certified bank check or money order. **We cannot accept cash for payment.**

You may mail your registration in by submitting the bottom portion of this remittance with a check or money order payable to "Secretary of State". **All checks must be pre-printed with a complete address in order to be accepted by our offices for your filing. Absolutely, no counter or starter checks will be accepted. Failure to adhere to these guidelines will delay or possibly reject your filing.** Checks that are dishonored by your bank are subject to a \$30.00 NSF charge. Failure to honor your payment could result in a civil suit filed against you and/or your entity may be Administratively Dissolved by the Secretary of State. [See O.C.G.A. § 13-6-15 and Title 14, respectively.]

Officer, address and Agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer, and Secretary of the corporation.

Note: Registered Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Boxes may be used for principal office and officers' addresses.

Any person authorized by the entity to do so may sign and file registration (including online filing). Additionally, a person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

Please return **ONLY** the original form below and applicable fee(s). For more information on Annual Registrations or to file online, visit www.georgiacorporations.org. Or, call 404-656-2817. **PLEASE PRINT LEGIBLY.**

Current information printed below. Review and update as needed. Detach original coupon and return with payment.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
RHONDA D. MCCLENDON & ASSOCIATES, CPA, PC	PO Box 937	Newnan	GA	30264
CEO: RHONDA D MCCLENDON	9 WEST BROAD STREET	NEWNAN	GA	30264
CFO: RHONDA D MCCLENDON	9 WEST BROAD STREET	NEWNAN	GA	30264
SEC: RHONDA D MCCLENDON	9 WEST BROAD STREET	NEWNAN	GA	30264
AGT: McClendon, Rhonda D.	9 West Broad St.	Newnan	GA	30264
IF ABOVE INFORMATION HAS CHANGES, TYPE OR PRINT CORRECTIONS BELOW:				
CORPORATION ADDRESS:				
CEO:				
CFO:				
SEC:				
AGT: Rhonda D McClendon	9 West Broad St	Newnan	GA	30263
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	<i>P.O. BOX NOT ACCEPTABLE FOR REGISTERED AGENT'S ADDRESS</i>	COUNTY OF REGISTERED OFFICE: Coweta	COUNTY CHANGE OR CORRECTION: Coweta	
AUTHORIZED SIGNATURE: Rhonda D McClendon	DATE: 4/24/2012		Total Due:	
TITLE: Filer	EMAIL: rhonda_mccleendon@mccleendonandassociates.com		\$75.00	

BR201 2012 Corporation Annual Registration

126 J204588X1 0050009 RHONDADMCCLENDONASS02 201204017 0075000

RHONDA D. MCCLENDON & ASSOCIATES, PC
CERTIFIED PUBLIC ACCOUNTANTS
POST OFFICE BOX 937
NEWNAN, GEORGIA 30264
Telephone (770) 253-6136
Fax (770) 251-6604

RHONDA D. MCCLENDON, CPA
NANCY W. BOLLINGER, CPA
KELLY E. BOLLINGER, CPA

October 29, 2012

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

SEALED PROPOSAL-DO NOT OPEN

RE: Forensic Audit of Ball Ground Recycling Project

Dear Mr. Cooper,

Enclosed is the proposal for my firm, Rhonda D. McClendon & Associates, P.C., to provide forensic services for the engagement referenced above.

The Partner in Charge of the engagement will be Rhonda D. McClendon, Certified Public Accountant. The address for the firm is 9 West Broad Street, Newnan, Georgia 30263. My contact person in the event that she is unavailable by phone is Jackie Wiggins. The telephone number for the firm is (770) 253-6136, my email address is: rhonda_mcclendon@mcclendonandassociates.com. Jackie Wiggins's email address is jackie_wiggins@mcclendonandassociates.com.

Rhonda D. McClendon, CPA, has performed forensic auditing and litigation support for 27 years. When I first began practicing in this area; there was little guidance from the AICPA. I consulted with my corporate attorney as well as the AICPA to determine how to draft reports. We determined that the best approach was an agreed-upon procedures report. As the years passed, and I performed more engagements, my profession realized that this was a lucrative practice area, and there is now a great deal of documentation and guidance in this arena.

My firm is a member of the **Private Companies Practice Section of the AICPA** as well as the **Business Valuation and Forensic & Litigation Services Section of the AICPA**. I am also a member of the Certified Fraud Examiners Group.

Enclosed is my Curriculum Vitae of my body of experience in the forensic accounting area. I do not currently perform valuation services, and am not a personal financial planner. I and my staff do practice in every area that a CPA practices in: tax preparation; tax planning (both individual, corporate, fiduciary and estate); auditing for both commercial and non-profit entities; management advisory services for small business; troubled business consultations; monthly write up services; payroll check writing; sales tax preparation; personal financial statements; and reviewed financial statements. My firm generally accepts

a reasonable number of forensic cases so that we are well-rounded and do not appear in court to be "hired guns."

We have already researched the corporate formation of David and Jimmy BoBo's entities. I have enclosed copies of our research at no charge for your edification.

My firm is the oldest continually practicing CPA firm in Coweta County, Georgia. We have gone through name changes, as you will see on my CV. However, I have been a partner in this firm since 1985.

We are independent of the Cherokee County Board of Commissioners' and its sub-entities as defined by current professional standards. My professional staff and I are all certified and properly licensed to practice in any state of the United States of America.

We are peer-reviewed regularly per our requirements, and our peer reviewer is Chris Rouse, CPA, who sits on the AICPA Board of Peer Review. He is a partner in Wyndham Brannon, P.C. Enclosed is a copy of our most recent letter of Peer Review. The firm has also had no disciplinary or regulatory actions taken against it or the principal.

Our audit will be conducted in accordance with generally accepted auditing standards and, accordingly, will include such tests of all accounting records and other auditing procedures as we consider necessary to accomplish our audit objectives for a forensic audit. Because of the scope of the audit services to be performed, scope often changes throughout the engagement as facts become available. All proposals and reports will become the property of the Board of Commissioners' as they move from the draft stage to the final stage, and are submitted.

We anticipate that our fee will be in the range of \$75,000-\$100,000 USD. If the time expended is less, the fee will accordingly be lower. If we encounter any problems that we do not anticipate, we will notify the County Manager immediately. This may result in an increase in the price of the audit. Out of pocket expenses will be billed biweekly as will progress billings on time. A retainer of \$25,000 will be necessary.

Our fee may be less depending upon the level of assistance that we are given by the staff of the County. Any audit reports; internal reports; and other information that we deem necessary will enter into the fee structure.

We will need the names, titles, and contact information of the individuals who are employed by the Board of Commissioners and who will assist us in our field work.

All proposals, for the purpose of bidding, will be kept in strict confidence, subject to the provisions of the Georgia Open Records Act, by the Cherokee County Board of Commissioners, County Manager, and the County's review committee. The invitees and subsequently selected audit firm may not issue news releases or other public notifications without prior approval of the County Manager.

You or your law firm will advise us, with sufficient notice, of the work to be performed and the timing of court appearances. If information becomes known that would make our continued involvement in the engagement inappropriate, or if the attorneys or parties involved in this litigation change, we reserve the right to withdraw from the engagement.

Our work, to be performed under your direction, is to perform such tasks as may be identified during the course of the engagement. However, we may refuse to perform any act that we deem a violation of law,

public policy, or our professional ethical standards, and in such event we may withdraw from the engagement without penalty.

In no event will our firm be liable for incidental or consequential damages even if we have been advised of the possibility of such damages. Our liability to you or Ball Ground Recycling, David Bobo, Jimmy Bobo or any related entities, whether in tort, contract, or otherwise, is limited to the amount of fees paid to us for our services on this engagement.

If this is in accordance with your understanding and meets with your approval, please sign and date one copy of this letter in the space provided.

Sincerely,

Rhonda D. McClendon
Certified Public Accountant

Enclosures (6)

The services described in this letter are in accordance with our requirements and are acceptable.

Jerry W. Cooper, County Manager

Date

**VITA OF
RHONDA D. McCLENDON, CPA**

Education

Bachelor of Business Administration
Major, Accounting
West Georgia College, 1980

Certificate, Certified Public Accounting
State of Georgia, 1984

Accounting Experience

Rhonda D. McClendon & Associates, CPA, PC
Certified Public Accountants (Current)

Managing Partner, Murphy & McClendon, P.C.,
Certified Public Accountants (1986 – 2008)

Partner, Murphy & McClendon, P.C.,
Certified Public Accountants (since 1986)

Partner, Williams, Murphy & McClendon, P.C.,
Certified Public Accountants (1984 – 1985)

Employee, Williams & Murphy, P.C.,
Certified Public Accountants (1980 – 1983)

Forensic Accounting Experience

Forensic accounting refers to the practice of using accounting, auditing and investigative skills to assist in legal matters. Forensic accounting typically revolves around two main areas: dispute resolution and litigation assistance. It usually involves incorporating detailed accounting reports, which are then interfaced with a factual investigation.

Representation of numerous clients in forensic accounting matters.

Testimony in 78 cases in the United States District Courts and courts in the State of Georgia, as well as South Carolina, 34 of which were criminal matters.

Depositions in 27 or more civil cases.

Reports resulting in confidential settlements in numerous matters.

The range of forensic accounting matters have involved breach of fiduciary duties, theft, income tax invasion, violation of laws and administrative rules, divorce matters, and other matters relating to the operation and valuation of businesses.

Reconstruction and tracing of numerous transactions relating to individuals, corporations, partnerships and not-for-profit entities.

Teaching Experience

Georgia Police Academy, Forsyth, Georgia
Taught *Fundamentals of Financial Investigations*

West Georgia College, Carrollton, Georgia
Teach various sessions for Accounting Course 3285 on
Forensic Accounting

Consulting

Expert consulting on Medicare, Medicaid and health insurance matters for health care providers.

Expert consulting for law enforcement officers regarding forensic accounting matters.

Expert consulting for lawyers, including private practitioners and prosecuting attorneys regarding accounting matters.

Professional Associations

Member, American Institute of Certified Public Accountants, Georgia Society of Certified Public Accountants, Private Companies Practice Section of the American Institute of Certified Public Accountants, Business Valuation and Forensic & Litigation Services Section of the American Institute of Certified Public Accountants.

Service Activities

Two year term on Ethics Committee of the Georgia Society of Certified Public Accountants.

Member, Board of Directors of First South Bank of Coweta, from October 1989 – 1986, when the bank was acquired by Century South Bank Corp. Served on Board of Directors until 2001, when this entity was acquired by BB&T; currently serve on Board of BB&T – Newnan location as Chairman of the Board.

Finance Committee of Central Baptist Church, Newnan, Georgia.

Served on Boards of United Way, American Cancer Society and Animal Shelter Foundation in Coweta County, Georgia.

Member, Board of Directors of Newnan Hospital Authority Board. LEM, St. Paul Episcopal Church, Newnan, Georgia.

**Cherokee County, Georgia
Agenda Request**

SUBJECT: City of Canton Etowah River Park **MEETING DATE:** January 8, 2013
County Park at Killian Site

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

COMMISSION ACTION REQUESTED: Approval to award the construction contracts to the lowest responsible bidders, with the most responsive bid proposals for the projects listed below:

City of Canton Etowah River Park project to Georgia Development Partners, LLC, Atlanta, Georgia, in the proposed total contract amount of \$3,385,769.99; inclusive of the base bid in the amount of \$2,355,455.95, PLUS Additive Alternates Nos. 1, 2, 3 and 5 in the total add alternate amount of \$1,030,314.04. This recommendation for approval and award of the construction agreement, in the above stated amount is fully contingent upon receipt of the approval letter from the City, and the City of Canton providing to Cherokee County the full amount of the needed additional funding amount of not less than \$418,151.99, within ten (10) calendar days of approval this date by the Cherokee County BOC and prior to Cherokee County's issuance of the Notice of Award letter to the selected contractor, Georgia Development Partners, LLC.

County Park at Killian Site project to W. E. Contracting, Acworth, Georgia, in the proposed total contract amount of \$3,139,360.00; inclusive of the base bid in the amount of \$3,159,360.00, and ONLY Deductive Alternate No. 4, in the amount of \$20,000.00, to delete the requirements for the certified turf field builder. No other alternates are recommended to be accepted.

It is also requested that contingency accounts be approved for each respective project, to be controlled by Cherokee County Capital Projects Office, in the following amounts:

City of Canton Etowah River Park project in the amount of \$136,782.00.

County Park at Killian Site project in the proposed total contract amount of \$170,000.00.

Unit Prices and Allowances were also included in the submitted bid proposals of each project and are also recommended to be accepted and are included in the above totals.

FACTS AND ISSUES: In accordance with procurement requirements of the County, on December 13, 2012, ten (10) construction bid proposals were submitted to the Cherokee County Procurement Department from interested bidders/contractors attending the mandatory pre-bid conference for the City of Canton Etowah River Park and County Park at Killian Site Projects, County RFP #2012-42. A tabulation of all bids received is attached and included with this Agenda Request. The landscape architect/engineer for this project is HDR.

CITY OF CANTON ETOWAH RIVER PARK: As set forth and agreed between the City of Canton and Cherokee County, budgets were established for each respective project. Under these budgets, the City of Canton was allocated approximately \$3,144,238.00 (LESS additional HDR re-design fees of \$119,620.00 and LESS additional railroad ROW clearing costs of \$57,000.00) for the amount of \$2,967,618.00 for award of the construction base bid, and certain Additive Alternates, to be selected by the City of Canton, as this budget allows; unless the City of Canton provides other additional funding.

On January 3, 2013, the Canton City Council voted to accept the above recommendation for award by the County of the base bid sum of \$2,355,455.95, and selected Add Alternates No. 1 (Playground) for \$321,801.81; and Add Alternate No. 2 (Bridge over the Etowah River) for \$585,304.70; Add Alternate No. 3 (Ellipse Lighting) for \$54,958.58; and Add Alternate No. 5 (Landscaping) for \$68,248.95; for a total Add Alternate amount of \$1,030,314.04; for a total contract amount of \$3,385,769.99 to be awarded to the lowest responsible bidder, **Georgia Development Partners, LLC**. Because this approved construction contract award price is greater than the established, agreed budget from the Park Bond Program, the City of Canton also approved additional funding in the amount of \$418,151.99: \$300,000.00 from the City's stormwater management account and \$118,151.99 from the City's parks & recreation account. All other Alternates were not accepted by the City.

Per the City's forthcoming letter to the County confirming the City's approval of the bids and alternates, and the source(s) of the needed additional funding of the proposed construction contract award, the City attests (by signature of the Mayor and City Attorney) that such funds are legally authorized for the purposes set forth in and by the letter, and the City is solely responsible for all such additional funds. The City also declares that such additional funding shall be fully paid to the Cherokee County Board of Commissioners within ten (10) calendar days of approval by the Cherokee County BOC and prior to Cherokee County's issuance of the Notice of Award letter to the selected contractor, Georgia Development Partners, LLC. The City's letter is expected to be presented to the County before the Cherokee County BOC takes action at the meeting of January 8, 2013. For informational purposes, an unexecuted copy of the letter is attached.

Representatives of the City of Canton have been present at all design meetings over the past two years, and also attended the mandatory pre-bid conference of November 15, 2012, and at the bid opening of December 13, 2012. In accordance with the attached letter, the City of Canton confirms its review of the received bids and requests approval by the Cherokee County Board of Commissioners of this Agenda Request for construction of the City of Canton Etowah River Park and for the contingency account.

COUNTY PARK AT KILLIAN SITE: As set forth and agreed between the City of Canton and Cherokee County, budgets were established for each respective project. Under these budgets, the Cherokee County was allocated approximately \$2,535,645.67 for award of the base bid, and certain deductive Alternates, to be selected by Cherokee County as may be needed to meet the established budget. The additional sum of \$170,000.00 was also budgeted as a contingency account for the County Park at the Killian Site. Total allocated budget for construction and contingency for the County Park at the Killian Site is \$2,707,114.68. Budget amounts noted below reference proposed construction budgets and recommended award costs only. Such other costs regarding already contracted and expended design fees and other costs, are accounted for and carried under the main City of Canton Park Bond account PR108.

Because the lowest base bid of \$3,159,360.00 submitted by **W. E. Contracting** for the County Park at Killian Site exceeded the established budget by approximately \$625,000.00, Deductive Alternate No. 4, in the amount of \$20,000.00, to delete the requirements for the certified turf field builder, was selected. Needed additional funds can be allocated from other Park Bond Project line items and contingencies, without adverse affect to other County and City Park Bond Projects; or to the allocated funds for the City of Canton Etowah River Park project.

SCHEDULES: Construction work for both parks is currently planned to begin by the end of February 2013. The construction schedule is 365 calendar days from the date of the formal notice to proceed.

BUDGET:

Budgeted Amount: (Original)	\$6,591,666.67	Account Name: City of Canton
Amount Encumbered:	\$ 0.00	Account #: PR108
Amount Spent to Date:	\$ 590,063.66	
Amount Requested:		
City of Canton Etowah River Park:	\$3,522,551.99	(contract & contingency)
County Park at Killian Site:	\$3,309,360.00	(contract & contingency)
	TOTAL:	\$6,831,911.99 (contract & contingency)
Budget Adjustment Necessary:		
City of Canton Etowah River Park:	\$ 418,151.99	(contract & contingency) (From City of Canton)
County Park at Killian Site:	\$ 625,000.00	(contract & contingency) (From the Park Bond Program)
	TOTAL BUDGET ADJUSTMENTS:	\$1,043,151.99 (contract & contingency)
Remaining Budget: (Park Bond)	\$ 212,843.01	(Upon approval of these contracts)

ADMINISTRATIVE RECOMMENDATION: It is recommended that the Board grant approval to award the construction contracts to the lowest responsible bidders, with the most responsive bid proposals for the projects listed below:

City of Canton Etowah River Park project to Georgia Development Partners, LLC, Atlanta, Georgia, in the proposed total contract amount of \$3,385,769.99; inclusive of the base bid in the amount of \$2,355,455.95, PLUS Additive Alternates Nos. 1, 2, 3 and 5 in the total add alternate amount of \$1,030,314.04. This recommendation for approval and award of the construction agreement, in the above stated amount is fully contingent upon receipt of the approval letter from the City, and the City of Canton providing to Cherokee County the full amount of the needed additional funding amount of not less than \$418,151.99, within ten (10) calendar days of approval this date by the Cherokee County BOC and prior to Cherokee County's issuance of the Notice of Award letter to the selected contractor, Georgia Development Partners, LLC.

County Park at Killian Site project to W. E. Contracting, Acworth, Georgia, in the proposed total contract amount of \$3,139,360.00; inclusive of the base bid in the amount of \$3,159,360.00, and ONLY Deductive Alternate No. 4, in the amount of \$20,000.00, to delete the requirements for the certified turf field builder. No other alternates are recommended to be accepted.

It is also requested that contingency accounts be approved for each respective project, to be controlled by Cherokee County Capital Projects Office, in the following amounts:

 City of Canton Etowah River Park project in the amount of \$136,782.00.
 County Park at Killian Site project in the proposed total contract amount of \$170,000.00.

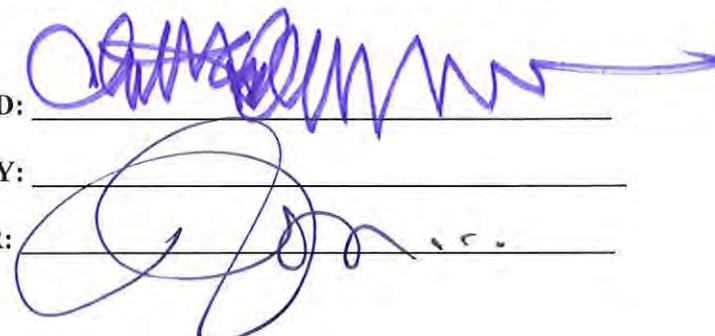
Unit Prices and Allowances were also included in the submitted bid proposals of each project and are also recommended to be accepted and are included in the above totals.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



REVISED 12-20-2012

BID TABULATION FORM

PROJECT: CITY OF CANTON ETOWAH RIVE

BID DATE: **December 13, 2012** BID TIME: 2:00 PM

BIDDER/CONTRACTOR	COMBINATION BASE BID TOTAL	ETOWAH BASE BID	KILLIAN BASE BID
\$\$\$\$			
CRS	\$ 5,751,118.00	\$ 2,360,678.00	\$ 3,390,440.00
Sports Turf	No Bid	NO BID	\$ 3,402,782.00
Ed Castro Landscaping	No Bid	\$ 3,300,000.00	\$ 3,880,000.00
WE Contracting	No Bid	NO BID	\$ 3,159,360.00
Reeves Contracting	\$ 6,225,000.00	\$ 2,850,000.00	\$ 3,425,000.00
Southcore	\$ 7,000,000.00	\$ 3,100,000.00	\$ 3,900,000.00
Reliant	No Bid	NO BID	\$ 3,482,000.00
Georgia Development	\$ 5,748,819.68	\$ 2,355,455.95	\$ 3,393,373.73
Astra Group	\$ 6,220,000.00	\$ 2,625,000.00	\$ 3,698,000.00
Mccallan Group	No Bid	\$ 2,897,615.00	NO BID

Ga Development Alt #2 for Etowah Park has been revised from \$580,304.70 to \$585,304.70. The initial bid tab posted contained a typo by Procurement.

Revised price per Bid Form

R PARK AND COUNTY PARK AT KILLIAN SITE
RFP 2012-42

BIDDER/CONTRACTOR	BID BOND	ADDENDA RECEIVED	BASE BID AMOUNT	CITY OF CANTON ETOWAH RIVER PARK (INCLUDES UNITS PRICES 1 & 2)	UNIT PRICE NO. 1	UNIT PRICE NO. 2	UNIT PRICE (SOD)	ALTERNATE NO. 1 ADD PLAYGROUND	ALTERNATE NO. 2 ADD BRIDGE OVER ETOWAH RIVER	ALTERNATE NO. 3 ADD ELLIPSE LIGHTING, IRRIGATION & SHELTERS	ALTERNATE NO. 4 ADD TRAILS TO BOJING PARK	ALTERNATE NO. 5 ADD LANDSCAPING	ALTERNATE NO. 6 ADD AMPHITHEATER	ALTERNATE NO. 7 DEDUCT SEEDED GRASS IN LIEU OF SOD	
Y/N		4	Etowah	\$\$\$	PER CY	PER CY	PER SF	\$\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	
CRS	Yes	4.00	\$ 2,360,678.00		\$ 13.00	\$ 30.00	\$ 0.32	\$ 376,182.00	\$ 601,171.00	\$ 52,049.00	\$ 308,032.00	\$ 111,001.00	\$ 276,694.00	\$ 151,789.00	
Sports Turf	Yes	4.00	No Bid	No Bid				No Bid							
Ed Castro Landscaping	Yes	4.00	\$ 3,380,000.00		\$ 40.00	\$ 40.00	\$ 0.50	\$ 250,000.00	\$ 820,000.00	\$ 700,000.00	\$ 125,000.00	\$ 150,000.00	\$ 300,000.00	\$ 83,600.00	
WE Contracting	Yes	4.00	No Bid	No Bid				No Bid							
Reeves Contracting	Yes	4.00	\$ 2,850,000.00		\$ 28.00	\$ 32.00	\$ 0.33	\$ 575,000.00	\$ 820,000.00	\$ 65,000.00	\$ 315,000.00	\$ 78,000.00	\$ 28,000.00	\$ 112,000.00	
Southcare	Yes	4.00	\$ 3,100,000.00		\$ 25.00	\$ 15.00	\$\$/CY	\$ 290,000.00	\$ 1,200,000.00	\$ 92,000.00	\$ 340,000.00	\$ 120,000.00	\$ 325,000.00	\$ 5,500.00	
Reliant	Yes	4.00	No Bid	No Bid				No Bid							
Georgia Development	Yes	4.00	\$ 2,355,455.95		\$ 7.70	\$ 26.40	\$ 12.10	\$ 321,801.81	\$ 585,304.70	\$ 54,958.58	\$ 250,550.99	\$ 68,248.95	\$ 291,161.10	\$ 95,562.10	
Astra Group	Yes	4.00	\$ 2,625,000.00		\$ 31.00	\$ 24.00	\$ 0.35	\$ 326,000.00	\$ 915,000.00	\$ 50,000.00	\$ 349,000.00	\$ 120,000.00	\$ 320,000.00	\$ 140,000.00	
Macallan Group	Yes	4.00			\$ 13.00	\$ 38.00	\$ 0.40	\$ 347,000.00	\$ 800,000.00	\$ 230,000.00	\$ 420,000.00	\$ 78,000.00	\$ 310,000.00	\$ 85,000.00	
					\$ 26,000.00	\$ 76,000.00									

BID TABULATION FORM

PROJECT:

BID DATE: 2:00 PM **RFP 2012-42**

BIDDER/CONTRACTOR	BASE BID AMOUNT	COUNTY PARK AT KILLIAN (INCLUDES UNIT PRICES 1, 2 & 3 AND ALLOWANCE)	UNIT PRICE NO. 1A	UNIT PRICE NO. 1B	UNIT PRICE NO. 2	UNIT PRICE NO. 3	ALLOWANCE: UTILITY POLE RELOCATION	ALTERNATE NO. 1 DEDUCT/REDUCE ASPHALT PAVING	ALTERNATE NO. 2A DEDUCT FIRST 4 BATTING CAGES	ALTERNATE NO. 2B DEDUCT SECOND 4 BATTING CAGES	ALTERNATE NO. 3 DEDUCT FENCING AT ONE 175' BALL FIELD	ALTERNATE NO. 4 DEDUCT LIGHTING & SCOREBOARD AT ONE 175' FIELD	ALTERNATE NO. 4 DELETE CERTIFIED SPORTS FIELD BUILDER
			Per CY	Per CY	Per CY	Per CY	\$10,000.00	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$
CRS	\$ 3,398,448.00		\$ 11.00	\$ 38.00	\$ 13.00	\$ 30.00	\$ 10,000.00	\$ 121,944.00	\$ 21,459.00	\$ 21,459.00	\$ 73,704.00	\$ 68,907.00	\$ 56,480.00
			\$ 11,000.00	\$ 38,000.00	\$ 13,000.00	\$ 60,000.00							
Sports Turf	\$ 3,402,782.00		\$ 16.55	\$ 53.25	\$ 14.00	\$ 33.00	\$ 10,000.00	\$ 118,298.00	\$ 30,715.00	\$ 30,715.00	\$ 61,201.00	\$ 111,017.00	\$ -
			\$ 16,550.00	\$ 53,250.00	\$ 14,000.00	\$ 66,000.00							
Ed Castro Landscaping	\$ 3,880,000.00		\$ 75.00	\$ 90.00	\$ 50.00	\$ 45.00	\$ 10,000.00	\$ 105,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 15,000.00	\$ -
			\$ 75,000.00	\$ 90,000.00	\$ 50,000.00	\$ 90,000.00							
WE Contracting	\$ 3,159,360.00		\$ 20.00	\$ 48.00	\$ 18.00	\$ 30.00	\$ 10,000.00	\$ 114,631.00	\$ 19,388.00	\$ 19,388.00	\$ 40,282.00	\$ 88,933.00	\$ 20,000.00
			\$ 20,000.00	\$ 48,000.00	\$ 18,000.00	\$ 60,000.00							
Reeves Contracting	\$ 3,425,000.00		\$ 14.00	\$ 22.00	\$ 50.00	\$ 32.00	\$ 10,000.00	\$ 125,000.00	\$ 23,000.00	\$ 23,000.00	\$ 25,000.00	\$ 75,000.00	\$ 74,000.00
			\$ 14,000.00	\$ 22,000.00	\$ 50,000.00	\$ 64,000.00							
Southcore	\$ 3,900,000.00		\$ 15.00	\$ 20.00	\$ 20.00	\$ 15.00	\$ 10,000.00	\$ 90,000.00	\$ 25,000.00	\$ 25,000.00	\$ 110,000.00	\$ 85,000.00	\$ -
			\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00							
Reliant	\$ 3,482,000.00		\$ 13.00	\$ 50.00	\$ 41.00	\$ 33.00	\$ 10,000.00	\$ 180,000.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 100,000.00	\$ -
			\$ 13,000.00	\$ 50,000.00	\$ 41,000.00	\$ 66,000.00							
Georgin Development	\$ 3,393,373.73		\$ 11.55	\$ 52.25	\$ 18.98	\$ 24.20	\$ 10,000.00	\$ 217,175.20	\$ 31,009.00	\$ 31,009.00	\$ 46,250.60	\$ 72,820.00	\$ 15,000.00
			\$ 11,550.00	\$ 52,250.00	\$ 18,980.00	\$ 48,400.00							
Astra Group			\$ 10.00	\$ 27.00	\$ 20.00	\$ 24.00	\$ 10,000.00	\$ 124,000.00	\$ 22,000.00	\$ 22,000.00	\$ 96,000.00	\$ 100,000.00	\$ 10,000.00
			\$ 10,000.00	\$ 27,000.00	\$ 20,000.00	\$ 48,000.00							
Macallan Group	No Bid		No Bid										

BID TABULATION FORM

PROJECT: CITY OF CANTON ETOWAH RIVER PARK AND COUNTY PARK AT KILLIAN SITE

BID DATE: December 13, 2012 **BID TIME:** 2:00 PM **RFP 2012-42**

BIDDER/CONTRACTOR	E-VERIFY FORM	SAVE FORM	NON-INFLUENCE AFFIDAVIT	CERTIFICATE TO PROVIDE P&P BONDS	CERTIFICATE AS TO COMPANY ORGANIZATION	GENERAL CONTRACTOR LICENSE CERTIFICATE	AUTHORIZED PERMIT AGENT FORM	CERTIFICATE AS TO CONTRACT REVIEW ACCEPTANCE
NAME	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
CRS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	None
Sports Turf	Yes	Yes	Yes	Yes	Yes	Yes	Yes	None
Ed Castro Landscaping	Yes	Yes	Yes	Yes	Yes	Yes	Yes	None
WE Contracting	Yes	Yes	Yes	Yes	Yes	Yes	Yes	None
Reeves Contracting	Yes	No	Yes	Yes	Yes	Yes	Yes	None
Southcore	Yes	Yes	Yes	Yes	Yes	Yes	Yes	None
Reliant	Yes	Yes	Yes	Yes	Yes	Yes	Yes	None
Georgli Development	Yes	Yes	Yes	Yes	Yes	Yes	Yes	None
Astro Group	Yes	Yes	Yes	Yes	Yes	Yes	Yes	None
Macallan Group	Yes	Yes	Yes	Yes	Yes	Yes	Yes	None

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

Gene Hobgood, Mayor
E. Scott Wood, City Manager
Susan C. Stanton, City Clerk



City of Canton

151 Elizabeth Street
Canton GA 30114
Phone 770-704-1500
Fax 770-704-1538
www.canton-georgia.com

E.H. "Hooky" Huffinan, Ward I, City Council
Bob Rush, Ward I, City Council
Jack Goodwin, Ward II, City Council
Bill Bryan, Ward II, City Council
John Beresford, Ward III, City Council
Glen Cummins, Ward III, City Council

The Honorable L.B "Buzz" Ahrens, Jr.
Cherokee County Board of Commissioners
1130 Bluffs Parkway,
Canton, Georgia 30114

August 16, 2012

Dear Chairman Ahrens,

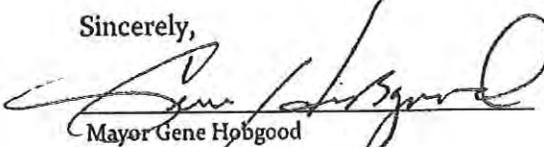
At the February 2, 2012 meeting of Canton City Council we were advised by a contingent of Cherokee County representatives that the Etowah Park property does not lend itself to the development of baseball fields. Commissioner Harry Johnston informed us that Cherokee County currently owns property on Killian Drive which is better suited for baseball fields and suggested that that property be used for the baseball field development. We were then, and remain today, very much appreciative of the initiative of Commissioner Johnston and the corresponding support of the entire Board of Commissioners in that innovative approach to a community need.

We understood from that meeting that the baseball fields would be pulled from the Etowah Park design, the baseball fields would be developed on the Killian property, and that the county would own, maintain, and programmatically manage the Killian project.

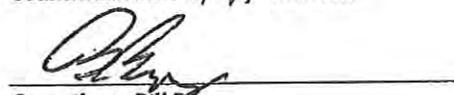
Based on additional information presented at that meeting we further understood that, as a result of the reduction in the project scope, we should expect a revised base budget allocation for the Etowah Park project of \$2,142,326, plus an additional \$1,001,912 allocation for project alternates, such as the pedestrian bridge, amphitheater, etc., or a total allocation for Etowah Park of \$3,144,238.

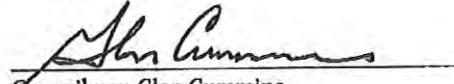
Our plans for Etowah Park have been fully predicated upon the presentations made to us in February by Cherokee representatives and assume a total allocation of \$3,144,238. This letter is to formally request that the Board of Commissioners remain committed to that established allocation.

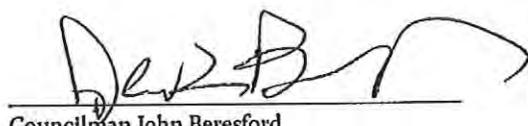
Sincerely,

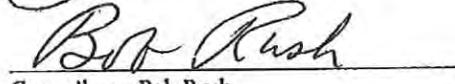

Mayor Gene Hobgood

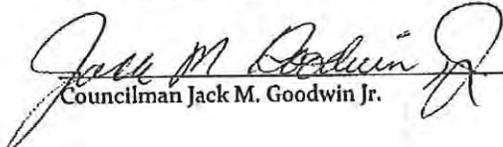

Councilman E.H. "Hooky" Huffinan


Councilman Bill Bryan


Councilman Glen Cummins


Councilman John Beresford


Councilman Bob Rush


Councilman Jack M. Goodwin Jr.

Chairman
L. B. Ahrens, Jr.

Western District
Karen Bosch
Jason A. Nelms



Eastern District
Jim Hubbard
Harry B. Johnston

County Manager
Jerry W. Cooper

CHEROKEE COUNTY BOARD OF COMMISSIONERS

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

September 5, 2012

Mayor Gene Hobgood
Councilman John Beresford
Councilman Bill Bryan
Councilman Glen Cummins
Councilman Jack M. Goodwin, Jr.
Councilman E.M. "Hooky" Huffman
Councilman Bob Rush

City of Canton
151 Elizabeth St.
Canton, GA 30114

RE: Canton Park Projects; Your Letter of August 16

Honorable Mayor and Council Members;

Thank you for your letter of August 16. On behalf of the Cherokee County Board of Commissioners, I thank you for working patiently with us to achieve the best possible outcome on our joint park project at the Etowah River and now including the Killian parcel adjacent to Kenny Askew Park.

At our meeting last night, the BOC confirmed that we agree with and accept your figure of \$3,144,238 as the funds allocation for development of the Etowah site. Our understanding of that figure is as follows:

- It includes the revised base plan for the park and additional features such as playground equipment and the bridge to Heritage Park.
- The HDR architectural/engineering re-design fees initially estimated at \$60,000 but now estimated at \$119,620 are to be paid from the above amount.

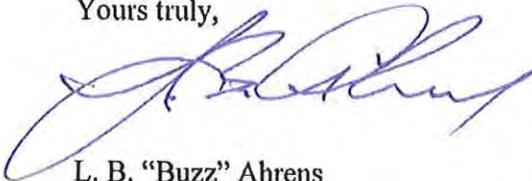
- The original HDR design fee of \$275,000 plus \$71,000 for the trails to Boling Park have been separately budgeted and paid. They do not need to come out of the \$3,144,238. Design fees of \$135,380 for the Killian site are also outside and in addition to that amount.
- A railroad crossing budget of \$50,000 is in addition to the \$3,144,238 figure. However, any difference in the actual cost to build that crossing would come from (or be credited to) the \$3,144,238 budget figure.
- A construction contingency of \$136,782 is outside and in addition to the \$3,144,238 figure. We'd prefer to not commit that contingency as part of the construction bid award, but instead to hold it for potential problems during construction. But any remaining amount of that contingency after construction is completed will be available for Canton's use at the Etowah site.

Project Manager Bill Echols and/or Commissioner Harry Johnston would also like to discuss a change in the bid strategy with you at your first convenience. We'd initially said we wanted a single contractor to build both parks. Bill now recommends asking contractors to bid separate amounts for the two sites, as well as a combined bid. And we'd like the option of using different contractors for the two sites. This will ensure we have true costs on each site. If a contractor's combined bid is less than the sum of the separate bids, and we select that contractor for both sites, we'll allocate the savings pro rata between the two. Also, we've had indications that one local contractor plans to bid very aggressively on one site, but is less interested in the other. This suggests the lowest cost might be achieved by using separate contractors.

Perhaps as part of the same session, Bill would like to make a presentation to you on the latest design and add/alternate list for the Etowah Park. This needs to be in early-to-mid September, to allow HDR to finalize the designs in preparation for releasing the projects for bid.

Again, thanks for working with us and for helping to confirm the budget for this project.

Yours truly,



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



Cherokee County
Office of the Board of Commissioners
Capital Projects
1130 Bluffs Parkway
Canton, GA 30114
(770) 721-7818
Fax (678) 493-6088

December 21, 2012

Mr. Scott Wood, City Manager
City of Canton, Georgia
City Hall
151 Elizabeth Street
Canton, Georgia 30114

 COPY

RE: **CITY OF CANTON ETOWAH RIVER PARK PROJECT**
Report of Bid Results: Request for Approval by City for County BOC Approval
Cherokee County to Proceed for Construction Contract Award

HAND DELIVERED: DECEMBER 21, 2012

Dear Mr. Wood:

Thank you for allowing me to attend the City Council meeting on December 20, 2012, to update the Council and to discuss the process for approval by the City for award of the bids for the Etowah River Park.

As reported to the Council, on December 13, 2012, Cherokee County received competitive bids from ten (10) interested bidders/contractors for construction of the City of Canton Etowah River Park and the County Park at Killian Site Projects. Attached are a copy of the Bid Tabulation and a copy of the bid proposal submitted by the apparent low bidder for the City of Canton Etowah River Park: Georgia Development Partners, LLC. Based upon our review of the bids, construction contracts will be awarded to separate contractors for the two parks.

Also, attached are copies of the City of Canton's letter to Cherokee County, dated August 16, 2012, regarding confirmation of the project budgets, and a copy of the letter from Cherokee County to the City of Canton, dated September 5, 2012, confirming agreement with the established project budgets for the respective City of Canton Etowah River Park and the County Park at Killian Site projects.

 COPY

CITY OF CANTON ETOWAH RIVER PARK

Accordingly, the purpose of this letter is to request that the City of Canton advise Cherokee County of its review and acceptance of the project scope and competitive base bid and alternate prices, and that the City confirm its approval of the base bid price and Additive Alternates as outlined below, so that the Cherokee County Board of Commissioners can take approval action at its meeting of January 8, 2013, for award of both the City of Canton Etowah River Park and the County Park at Killian Site projects.

As discussed with the Council on December 20, 2012, should the City of Canton require additional time to conduct its review of the bids, or to determine its options for providing additional funding for the City of Canton Etowah River Park, please note that the County may proceed to award the construction contract for the County Park at the Killian site at its planned meeting of January 8, 2013, so that the work of that park can proceed; unless the City requests that both parks be reviewed and approved by the County BOC together as a joint project.

As outlined in the attached City/County letters of August and September 2012, in addition to the base bid and Add Alternate total, a **construction contingency account of \$136,782.00** will also be requested for approval by the Cherokee County BOC. This contingency account will be controlled by Cherokee County Capital Projects, in association with the City of Canton. Also, as reported to the Council on December 20, 2012, two unit prices for possible unforeseen soil conditions and gravel backfill, in the total sum of \$68,200.00 are already included in the base bid amount submitted by the apparent low bidder contractor, Georgia Development Partners, LLC. and would be immediately available for the project, if or when needed.

Upon formal approval action by the Canton City Council, currently planned for its meeting of January 3, 2013, please designate the City's acceptance on the bid items listed below, then please sign and return this original to my attention. **Return of this letter and any accompanying City Council Resolution, is requested not later than January 4, 2013,** to allow formal approval to be scheduled for Cherokee County BOC action at its regular meeting of Tuesday, January 8, 2013. If the item is not, or cannot, be acted on at this BOC meeting, we will schedule for BOC approval at the next meeting of January 22, 2013; or a meeting shortly thereafter.

I have copied Mr. Cooper, County Manager, on this letter to advise him of this pending BOC action for January 8, 2013.

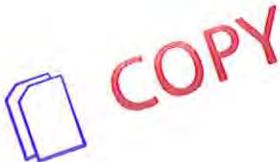
CITY OF CANTON ETOWAH RIVER PARK:

The following base bid and Add Alternates have been reviewed and are accepted by the City of Canton. **Please circle your approval/disapproval below.**

The **LUMP SUM BASE BID PROPOSAL AMOUNT** submitted by Georgia Development Partners, LLC. is accepted: Complete for all Work of this Project: including Unit Prices, No Allowances are included.

\$2,355,455.95: ACCEPTED BY CITY: YES NO

The following **ALTERNATES** submitted by Georgia Development Partners, LLC. are accepted by the City of Canton, and shall be ADDED to the Base Bid proposal amount immediately noted above, and that amount shall become the Total Contract Amount to be approved by the Cherokee County BOC.



ALTERNATES 1, 2, 3, 4, 5 & 6 are ADD Alternates. Alternate No 7 is DEDUCTIVE.

ADD ALTERNATE NO. 1: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of the **PLAYGROUNDS**, in accordance with and as set forth by the drawings and specifications.

ADD \$321,801.81: ACCEPTED BY CITY: YES NO

 **COPY**

ADD ALTERNATE NO. 2: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of the **BRIDGE OVER ETOWAH RIVER; INCLUDING ABUTMENTS & BOARDWALK ACCESS**, in accordance with and as set forth by the drawings and specifications.

ADD \$585,304.70: ACCEPTED BY CITY: YES NO

ADD ALTERNATE NO. 3: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of the **ELLIPSE LIGHTING; IRRIGATION AND SHELTERS AND OVERLOOKS AT RIVER**, in accordance with and as set forth by the drawings and specifications.

ADD \$54,958.58: ACCEPTED BY CITY: YES NO

ALTERNATE NO. 4: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of the additional **TRAILS TO BOLING PARK**, in accordance with and as set forth by the drawings and specifications.

ADD \$250,550.99: ACCEPTED BY CITY: YES NO

 **COPY**

ALTERNATE NO. 5: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of the additional **LANDSCAPING**, in accordance with and as set forth by the drawings and specifications.

ADD \$68,248.95: ACCEPTED BY CITY: YES NO

ALTERNATE NO. 6: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of the **AMPHITHEATER**, in accordance with and as set forth by the drawings and specifications.

ADD \$291,161.10: ACCEPTED BY CITY: YES NO

ALTERNATE NO. 7: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of providing **SEEDED GRASS LAWNS, (IN LIEU OF SOD) AT THE AMPHITHEATER AND SOCCER/MULTI-PURPOSE FIELDS, INCLUDING ALL NECESSARY AND NEEDED WATERING AND MAINTENANCE THROUGHOUT THE CONSTRUCTION PERIOD UNTIL SUBSTANTIAL COMPLETION AND ACCEPTANCE BY CHEROKEE COUNTY AND THE CITY OF CANTON**, in accordance with and as set forth by the drawings and specifications.

DEDUCT \$95,562.10: ACCEPTED BY CITY: YES NO

 **COPY**

To assist the City in its review of bids and alternates, Georgia Development Partners, LLC, is the apparent low bidder for award of the Base Bid amount ONLY, Georgia Development Partners, LLC. is also the apparent lowest bidder based upon award of the Base Bid amount + acceptance of Add Alternates 1 & 2 ONLY; and Georgia Development Partners, LLC. is the apparent lowest bidder based upon award of the Base Bid + acceptance of Add Alternates 1 & 2 AND acceptance of Add Alternates 3 & 5. Under these two options, the following additional funds would be required: (please see attached worksheets on these calculations.)

Base Bid + Add Alternates 1 & 2 ONLY are accepted: Not less than \$294,944.46.
Base Bid + Add Alternates 1 & 2 ONLY are accepted: Not less than \$418,151.99.

\$ _____ (amount to be calculated and written-in/completed by City of Canton)

GRAND TOTAL REQUEST FOR APPROVAL OF THE ABOVE BASE BID AND ACCEPTED ALTERNATES.

\$2,967,618.00 FUNDS AVAILABLE FOR AWARD OF BASE BID AND ABOVE SELECTED ALTERNATES; as determined below:

\$3,144,238.00: Beginning balance as set forth by the City/County letters of August/September 2012.

LESS the following:

\$119,620.00: HDR additional design services fee, and

\$ 57,000.00: Additional monies to be paid to railroad for clearing of RR ROW by the railroad.

\$176,620.00: SUBTOTAL

 COPY
DRAFT

\$ _____ (amount to be calculated and written-in/completed by City of Canton)

ADDITIONAL MONIES TO BE PROVIDED BY THE CITY OF CANTON.

Source(s) of these (possible) additional funds is/are the sole determination of the City of Canton, and by signatures below the City attests that such funds are legally authorized for the purposes set forth in and by this letter; and the City is solely responsible for all such additional funds. The City also declares that such additional funding shall be fully paid to the Cherokee County Board of Commissioners within ten (10) calendar days of approval by the Cherokee County BOC, and prior to Cherokee County's issuance of the Notice of Award letter to the selected contractor, Georgia Development Partners, LLC.

REQUEST BY CITY OF CANTON FOR CHEROKEE COUNTY BOC TO APPROVE CONTRACTOR AWARD AND AMOUNT AS SET FORTH AND WRITTEN ABOVE:

MAYOR, City of Canton

Date

CITY COUNCIL RESOLUTION IS ATTACHED:

YES or NO.

Witnessed and approved as to legal form and conditions as set forth above:

CITY ATTORNEY, City of Canton

Date

DRAFT

DRAFT


SIGN HERE

 COPY

COUNTY PARK AT KILLIAN SITE

Separately, Cherokee County is reviewing the bids and alternates received December 13, 2012, for the County Park at Killian Site, and plans to award construction of the County Park at the Killian site to W. E. Contracting, Acworth, Georgia, at the Cherokee County BOC meeting of January 8, 2012.

Because the bids received for the County Park at Killian site exceed the budget agreed to by the City and County by the August/September 2012 letters, the balance of additional funds necessary for award of the County Park at Killian site by Cherokee County BOC will be allocated from Park Bond Project line items and contingencies, without impact to the balance of funds under the City of Canton Park Bond Program allocation.

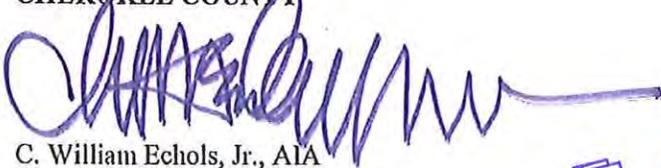
SCHEDULE

Based upon the above tentative schedule for action by the City of Canton at its meeting of January 3, 2013, and Cherokee County BOC approval on January 8, 2013, we would expect to issue the Notice of Award and Construction Services Agreements to Georgia Development Partners, for the City of Canton Etowah River Park project, and to W. E Contracting for the County Park at Killian Site project, on or about January 10, 2013, for their execution and return (with required bonds, insurance and other forms) to Cherokee County by late January 2013.

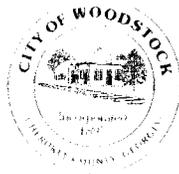
We would thereafter expect to obtain execution by Cherokee County and issue the formal Notice to Proceed by early February 2013. Based upon the project construction schedule of 365 calendar days, completion is expected by early 2014; if not sooner. If BOC action is not until the January 22, 2013, meeting, or later, all dates would be adjusted.

If we can be of any additional assistance, please call. Thank you. We look forward to commencing construction of the City of Canton Etowah River Park and the County Park at Killian Site projects under the Cherokee County Park Bond Program approved by the voters in November 2008.

CHEROKEE COUNTY


C. William Echols, Jr., AIA
Director of Capital Projects

CC: Jerry W. Cooper, County Manager
Dale Jordan, Cherokee County, Director of Procurement
Joby West, City of Canton
Project File



City of Woodstock
12453 Highway 92
Woodstock, GA 30188
Website: www.woodstockga.gov

December 12, 2012

Cherokee County Board of Commissioners
c/o Angie Davis
Jarrard & Davis
105 Pilgrim Village Drive
Suite 200
Cumming, GA 30040

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: A#060 -11 Annexation of ± 5.77
Presently zoned: R-80 Cherokee County
Location: 12730 Highway 92
Proposed Zoning: SL-C Senior Living

Dear Ms. Davis:

In accordance with O.C.G.A. 36-36-6, the governing authority of an annexing municipality is required to give notice of any proposed annexation to the governing authority of the County wherein the area proposed to be annexed is located. Pursuant to such requirement, the Mayor and City Council of the City of Woodstock hereby notify the Cherokee County Board of Commissioners of the proposed annexation of certain real property pursuant to O.C.G.A. 36-36-21 as follows:

Applicant: William M. Pettit III
Tax Parcel: 15N24 149B of ±5.77 acres

A copy of the annexation application, applicant response, site plan and zoning/tax map showing the location of the property are enclosed.

Should you have any further questions please call me at 770-592-6050.

Sincerely,

Patricia D. Hart
Zoning Administrator
Community Development

CC: Vicki Taylor Lee

Enclosure: Application, Applicant Response, Site Plan, Zoning/Tax Map.

7006 3450 0002 0880 4078

EXPERIENCE WOODSTOCK-HER HERITAGE-HER VISION

CITY of WOODSTOCK

Application for Public Hearing

Important Notes:

1. Please check all information supplied on the following pages to ensure that all spaces are filled out accurately before signing this form. This page should be the first page of your completed application package.
2. All documents required as part of the application package shall be submitted at the same time as the application. Incomplete application packages WILL NOT BE ACCEPTED.
3. Please contact the Zoning Administrator in the Community Development Department at 770.592.6039 if you have any questions regarding the application package, this application or the public hearing process.

Contact Person: Joel Barker Phone: 770-778-9133

Applicant's Information:

Name: William D. Pettit, III
Address: 1938 Fairview Ave E, Suite 100 Phone: 206-676-5300
City, State, Zip: Seattle, WA 98102 Fax: _____

Property Owner's Information:

same as above

Name: Rachel M. Smith
Address: 12730 Hwy 92 E Phone: 770-926-6595
City, State, Zip: Woodstock, GA 30188 Fax: _____

Requested Public Hearing (check all that apply):

Annexation

Rezoning

Variance

Comprehensive Plan Amendment

Other: _____

STAFF USE ONLY:

Case: A # 061-12
Received by: Pats Hart
Fee Paid: \$ N/A per City Manager
Date: 12.7.12

PUBLIC HEARING SCHEDULE:

Public Input Meeting: _____
Planning Commission: 2.7.13 07PM
Board of Appeals: N/A
City Council: 2.25.13 07PM
Other: DPC

Property Information:

Location: 12730 Hwy 92 E, Woodstock, GA 30188

Parcel Identification Number(s) (PIN): 15-1176-0121 Total Acreage: 5.77

Existing Zoning of Property: R80 Future Development Map Designation: T4-Neighborhood Living
N.East - GC

Adjacent Zonings: North Light GC South R2-SFR SEast OSI West GC

Applicant's Request (Itemize the Proposal): Annexation & Rezoning
Senior Living Community (SL-C) For Assisted Living & Memory Care Community

150 Units - 100% Assisted Living 76 Parking Spaces

Variance- 7.746 Front Build Line moved back away from Hwy 92

Variance-7.746.3 Parking to be allowed in front as a Hwy 92 road noise buffer & conform to adjacents.

Proposed Use(s) of Property:

Senior Assisted Living & Memory Care Community

Infrastructure Information:

Is water available to this site? Yes No Jurisdiction: Cherokee County

How is sewage from this site to be managed?
Cherokee County

Will this proposal result in an increase in school enrollment? Yes No

If yes, what is the projected increase? N/A students

Proposed Use(s)	# of units	Multiplier	Number of Students
Single Family (Detached) Home	N/A	0.725	
Multi Family (Attached) Home	N/A	0.287	

APPLICANT RESPONSE STATEMENT ANNEXATIONS AND REZONINGS

The applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to unrestricted use of property and shall govern the exercise of the zoning power.

If this application is in response to an annexation and/or rezoning, please respond to the following standards in the form of a written narrative:

1. Explain the intent of the requested zoning.
Build a 100% Assisted Living & Memory Care Neighborhood Community
2. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. 3 sides (N,E,W) are all GC & OSI
South side is R2-SFR which our residential community is designed to compliment.
3. How the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property. Ours community will only enhance. The elderly parents of the adjacent neighborhood will live in our community. Our residents can walk to the restaurants & retail.
4. Whether the property to be affected by a proposed zoning has a reasonable economic use as currently zoned. No. It is very unlikely a SFR neighborhood would want to be built adjacent to HWY 92 with 34,000/day cars/semi-truck noises passing by.
5. Whether the proposed zoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
No. Over half of our residents can't drive. We have shuttle buses. 6-12 employees/shift.
6. Whether the proposed zoning is in conformity with the policy and interest of the land use plan. Yes. We are a Commercial Residential Neighborhood Community.
7. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed zoning.
The car/semi-truck traffic counts are growing every year on HWY 92 and that trend would support a Senior Assisted Living Community. Our community would serve as a noise buffer for the SFR neighborhood south of us. The average age of residents is 83 years old. The majority of our Assisted Living residents cannot drive anymore and can walk to the restaurants, retail, banks and businesses nearby for exercise. We also have our own shuttles for them, but we highly encourage exercise to encourage independence as much as possible.

APPLICANT RESPONSE STATEMENT VARIANCES

The applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to unrestricted use of property and shall govern the exercise of the zoning power.

If this application is in response to a variance, please respond to the following standards in the form of a written narrative:

1. Explain requested variance.
See Attached.
2. How any special conditions and circumstances existing on the property which are peculiar to the land, structure(s) or building(s) involved and which are not applicable to other lands, structure(s) or building(s) in the same district.
See Attached.
3. How the literal interpretation of the provisions of the Zoning Ordinance would deprive the applicant of right commonly enjoyed by other properties within the same district under the terms of the Zoning Ordinance.
See Attached.
4. How the special conditions and circumstances do not result from the actions of the applicant.
See Attached.
5. How granting of the variance requested will not confer on the applicant any special privileges that is denied by the Zoning Ordinance to other lands, structure(s) or building(s) in the same district.
See Attached.
6. How no non-conforming use of neighboring lands, structures, or buildings in the same district and not permitted or non-use of lands, structure(s) or building(s) in other districts shall be considered grounds for issuance of a variance.
See Attached.
7. Explain how this requested variance is the minimum necessary that will allow the reasonable use of the land, structure(s) or building(s).
See Attached.
8. Explain how, if granted, this requested variance will be in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, surrounding properties or otherwise detrimental to the public welfare.
See Attached.

Traffic Generation:

If a traffic study is not required as part of this application, complete the following charts to estimate traffic generated by the proposal. Information for additional residential and all commercial/industrial development shall follow the summary of ITE Trip Generation Rates published in the Transportation Planning Handbook by the Institute of Transportation Engineers.

What is the estimated number of trips generated? 45 trips

Code	Land Use(s)	# of units*	Daily Trip Ends	Number of Trips
210	Single Family Home/Townhome	N/A	9.57	
220	Apartment		6.63	

* A unit for residential purposes is equal to one residential unit. For commercial/industrial uses it is defined in the ITE table, but most often is equal to 1,000 square feet of floor area for the use specified.

Authorization:

Upon receipt of the completed application package, the Community Development Department shall notify the applicant of scheduled dates, times, and locations of the public meetings/hearings. The applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the case may be delayed or postponed at the discretion of the department.

This form is to be executed under oath. I, William D. Pettit, III, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This 6th day of December, 2012.

Print Name William D. Pettit, III

Traffic Generation:

If a traffic study is not required as part of this application, complete the following charts to estimate traffic generated by the proposal. Information for additional residential and all commercial/industrial development shall follow the summary of ITE Trip Generation Rates published in the Transportation Planning Handbook by the Institute of Transportation Engineers.

What is the estimated number of trips generated? 45 trips

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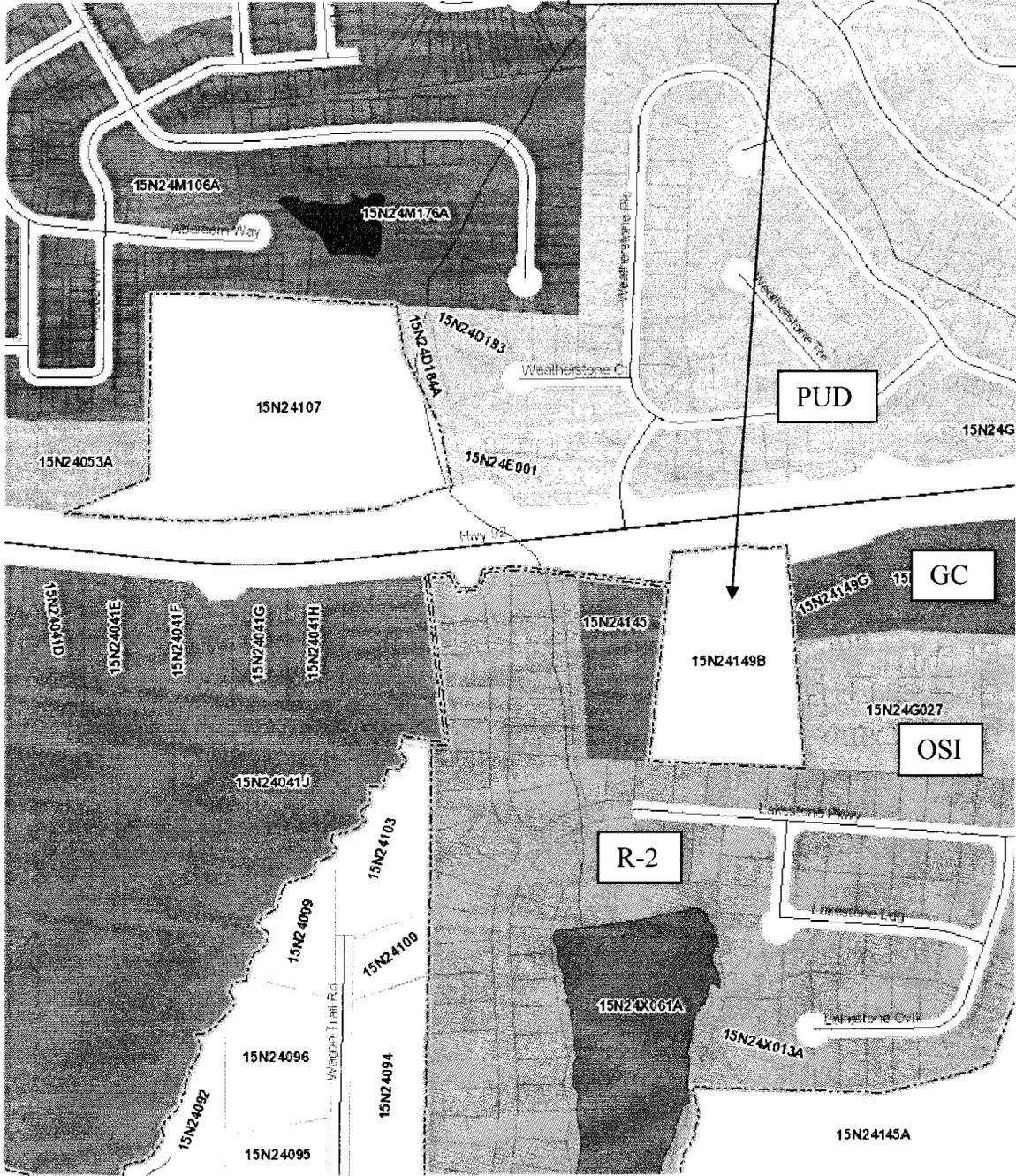
Print Name William D. Pettit, III

Attached Responses to:

Applicant Response Statement - Variance

1. To provide a “noise and safety buffer” from Hwy 92 and allow parking in the front of the facility.
2. 34,000 Cars/Trucks per day on Hwy 92 creates a lot of noise pollution. The adjoining and other uses along Hwy 92 are set back and have parking in the front of their respective businesses. This would maintain uniformity of all businesses and structures along 92.
3. The adjacent businesses have set backs and parking contiguous to Hwy 92.
4. Hwy 92 is a major thorough fare with predominately retail and office uses that have set backs and parking fronting Hwy 92.
5. The majority of the business in the District have parking in front of their businesses and are set back from the street.
6. This parcel lies in the overlay district with various zonings and requirements in the district. We are not familiar with other S/L zoning along Hwy 92 that have received variances nor requested any.
7. Utilization of a building set back with parking in front of the facility allows our residents, prospective residents and visitors visual and controlled access to the main lobby (business area). We would like more parking in the front, but as presented we feel would be a viable balance between our needs and the site characteristics of the adjacent businesses.
8. By allowing the variance it will cause the Seniors Facility to be in site balance/alignment with other businesses along Hwy 92 in that immediate area. Provide a “noise and Safety barrier” from Hwy 92.

15N24 149B



CHEROKEE COUNTY

PUBLIC HEARINGS AND PARTICIPATION

In accordance with law and policy, the Cherokee County Board of Commissioners frequently conducts Public Hearings on a number of matters and issues. These Public Hearing rules are intended to ensure that the public has the opportunity to participate fairly in the meeting while promoting the orderly, efficient, and effective flow of the meeting.

Policies and Procedures for Conducting Public Hearings

1. The Chairman shall announce the Public Hearing and call for motion and a second to open the Public Hearing; once approved by a vote of the majority, the Chairman will announce that the Public Hearing is now open and should call forth those persons who wish to speak in favor, against, or otherwise on the particular issue. The Chairman shall inform the public that all comments by proponents, opponents, or the public shall be made from the podium and that any individual making a comment should first give their name and address. The Chairman shall also inform the public that comments will only be received from the podium.
2. Members of the public who wish to speak must sign up on the form provided prior to the commencement of the Public Hearing. Members of the public are expected to adhere to the rules of decorum outlined herein and in the Civility Code and should be informed of such at the beginning of the Public Hearing by the Chairman. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chairman and shall, at his/her discretion, be removed from the building.
3. **Time.** Proponents and opponents are allowed fifteen (15) minutes per side to present data, evidence, and opinions. Each side's time period may be divided among multiple speakers in whatever manner desired. No petition shall be the subject of more than one (1) public hearing before the Board of Commissioners regardless of the number of times final action is deferred by the Board, unless a simple majority of members of the Board of Commissioners vote to conduct such additional public hearings. Speakers will be called as they appear on the sign up form. Additional time may be allotted for either side at the Board's discretion and upon a simple majority of affirmative votes of the Board. Clerk's Note: State Law Mandates that the time be at least 10 minutes per side. (O.C.G.A. § 36-66-5)
4. Once the Public Hearing has concluded, the Chairman shall so announce and call for a motion and a second to close the Public Hearing; after an affirmative vote by a majority of the Board, the Board may convene into regular session to make its decisions.
5. As a general rule, members of the public do not speak on agenda items unless those items have been advertised for public hearing, or unless the Board, by a simple majority of affirmative votes, has decided that public participation is necessary in its deliberative process. The Board shall follow its Public Hearing rules when such participation is warranted.
6. Public Hearings will be advertised in the newspaper of general circulation (County's Legal Organ), at least 15 days, but no more than 45 days prior to the date of the hearing.
7. The only exception to this will be public hearings pertaining to the budget or as otherwise governed by State Law. Any amendment to these rules of order by a Commission Member shall be submitted to the Clerk in writing one week before the designated meeting. The proposed amendment shall be included on the agenda for that meeting and distributed to all Board Members. All amendments require a simple majority of affirmative votes by the Board for adoption.
8. Public Hearings are hereby required for Zoning Ordinance modifications; adoption of the annual budget; setting of the millage rate; and other matters as required by State law or at the request of the Cherokee County Board of Commissioners.

STATE OF GEORGIA
COUNTY OF CHEROKEE COUNTY

CHEROKEE COUNTY BOARD OF COMMISSIONERS
POLICY NO. 03- P- 01

PUBLIC COMMENT POLICY

In 1999, the Cherokee County Board of Commissioners established a public input policy, to welcome citizen comment and attendance. The following is a revised edition of that policy. The original Policy No. 99-P-1 is hereby rescinded.

(1)

The Cherokee County Board of Commissioners does hereby establish a policy that “**Public Comment**” is invited and encouraged. However it must be made known that the Cherokee County Board of Commissioners will not participate in a public debate regarding any item of public comment.

(2)

Therefore, it is the policy of Cherokee County that time for public comment will be set aside for each regularly scheduled meeting. **If the item you wish to speak about is on the agenda, it will be at the discretion of the Board as to whether you will be allowed to speak.**

(3)

At both regular meetings, a fifteen (15) minute period, after the approval of the minutes of the previous meeting, will be set aside for public comment. Persons wishing to address the Board of Commissioners shall be required to sign up at a designated area on a sign up sheet provided before the meeting, giving their name and the topic of interest; the number of citizens appearing will be limited to five (5) on a first come first-served basis and will be limited to three (3) minutes per presentation. Their comments must be limited to their chosen topic. Only items pertaining to County business may be brought before the Board. The speaker is required to state their name and location in the County and whether he/she is speaking for himself/herself or for another.

(4)

Any person or persons, organization or group wishing to be put on the agenda and address the Board of Commissioners during a public appearance at which either official action will be considered or requested are required to submit a written request to their Post Commissioner, and the County Clerk, explaining the nature of the request, at least seventy-two (72) hours prior to said meeting.

(5)

Members of the public shall not make inappropriate, offensive, insulting or malicious remarks while addressing the Commissioners during public comment. All remarks shall be made to the Commission as a body and addressed through the Chair. Remarks shall not be made to a particular Commissioner.

(6)

A person may be barred from further speaking before the Commission in that meeting if his/her conduct is deemed out of order; a person, once barred for improper conduct, shall not be permitted to continue or again address the Commission in that meeting unless a majority vote of the Commission allows; in the event a speaker thus barred fails to obey the ruling, the Chair may take such action as is deemed appropriate. The Chairman may bar a person from addressing Commission meetings for up to thirty (30) days for improper conduct

As revised this 6th day of May, 2003.

MISSION STATEMENT



The CHEROKEE COUNTY Board of Commissioners is dedicated to providing a " Superior Quality of Life " for its residents.

OUR GOAL:

To preserve the Beauty, Unique Character, and Desirability of the Community where we live, work, and play.

OUR PROMISE:

Listen to you; Respect your Rights; & Represent you with the highest standards of Ethics and Integrity.

OUR COMMITMENT:

Service Excellence & Continuous Improvement;

Accelerate Infrastructure Improvements;

State-of-the-art Public Safety facilities, training, and personnel;

Fiscal Responsibility & Conservative Planning to maintain lowest tax rates in ARC - Metro Atlanta.



Cherokee County Board of Commissioners

2013 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month, with the exception noted below in January. **Regular meetings are held at 6:00 p.m.** at the Cherokee County Administrative Complex located at 1130 Bluffs Parkway, Canton, GA 30114 in Cherokee Hall. Work Session begins at 3:00 p.m.

January	8th	22nd
February	5th	19 th
March	5th	19th
April	2nd	16th
May	7th	21st
June	4th	18th
July	2nd	16th
August	6th	20th
September	3rd	17th
October	1st	15th
November	5th	19th
December	3rd	17 th

Cherokee County Holidays

Jan 1 – New Year’s Day
Jan 21 – Martin Luther King Day
May 27 – Memorial Day
July 4 – Independence Day
September 2 – Labor Day

November 11 – Veterans Day
November 28 – 29 Thanksgiving
December 24 – 26 – Christmas
Birthday - Floating