

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

February 19, 2013

3:00 p.m.

Cherokee Hall

AGENDA

1. District Attorney Shannon Wallace to Discuss DA's Office.
2. Presentation of Q1 2013 Financials by Janelle Funk.
3. Discussion on Sign Ordinance Amendments.
4. Discussion of Regular Agenda Items.

Executive Session to Follow

Office of the District Attorney Blue Ridge Judicial Circuit

Shannon Wallace

District Attorney

February 2013

2013 Revised Mission Statement:

Our Mission is:

To seek justice.

To act with integrity.

***To collaborate with our partners in
the criminal justice system.***

To protect the citizens of Georgia.



WHAT WE DO

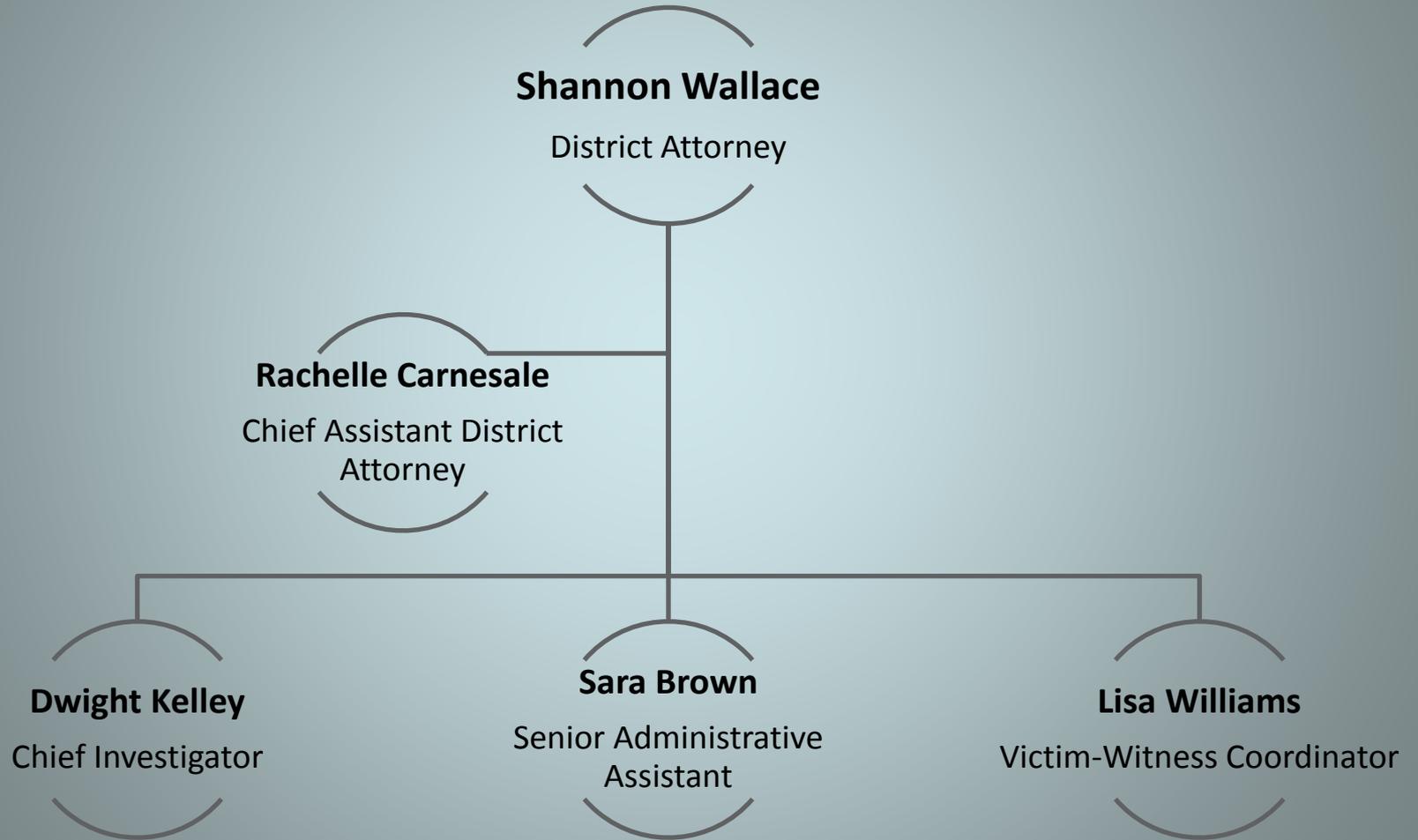
- Prosecute all felony offenses that occur in Cherokee County from Murder to Deposit Account Fraud
- Handle all court proceedings with all felony cases from preliminary hearings through the appellate process
- Attend grand jury and act as legal counsel for grand jury
- Prosecute all juvenile offenses that occur in Cherokee County
- Prosecute all violations of probation from all cases disposed of in Superior Court

- Handle all civil forfeiture actions arising from criminal cases (primarily with drug cases)
- Handle all civil petitions for removal of persons from sex offender registry
- Assist victims of crimes throughout the criminal justice process
- Advise law enforcement officers
- Chair county Child Fatality Review Committee and Child Abuse Protocol Committee

DA TEAM

- District Attorney, 14 full-time ADAs, 1 part-time ADA (handles Drug Court)
- 11 Investigators
- 4 full-time Victim Witness Assistants, 1 part-time VWA
- 8 full-time Administrative Assistants, 1 part-time Office Manager

Leadership



Courtroom 2C

Chief Judge N. Jackson Harris

Team Leader
ADA Wally
Rogers

Inv. John Silk,
Richard Escher,
Tracy Wallace

Admin. Heather
McCoy

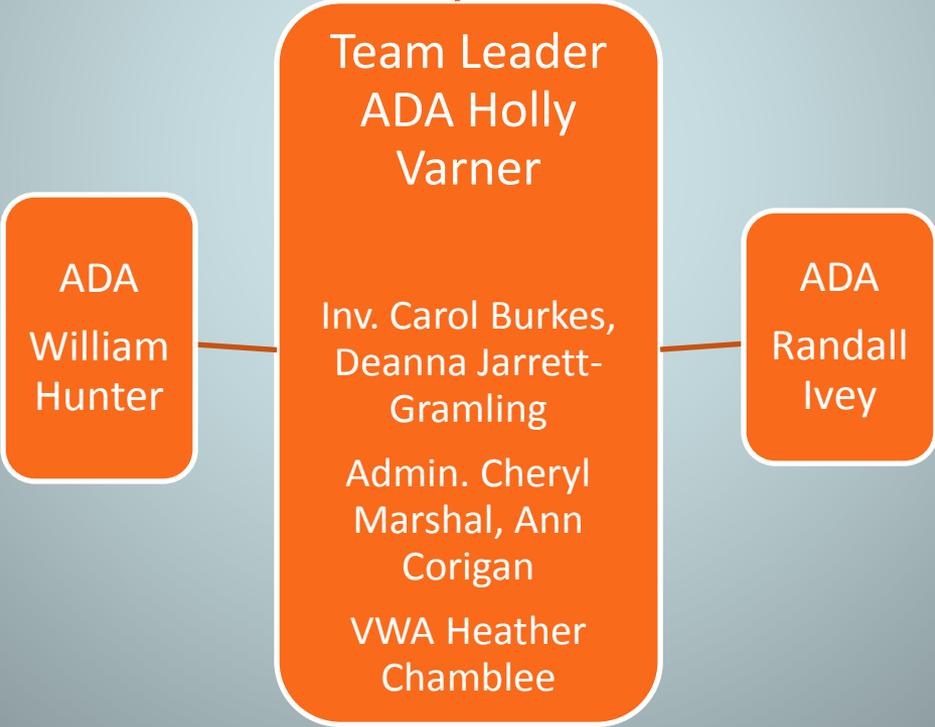
VWA Shelley
Redden

ADA
Katie
Terry

ADA
Jay Wall

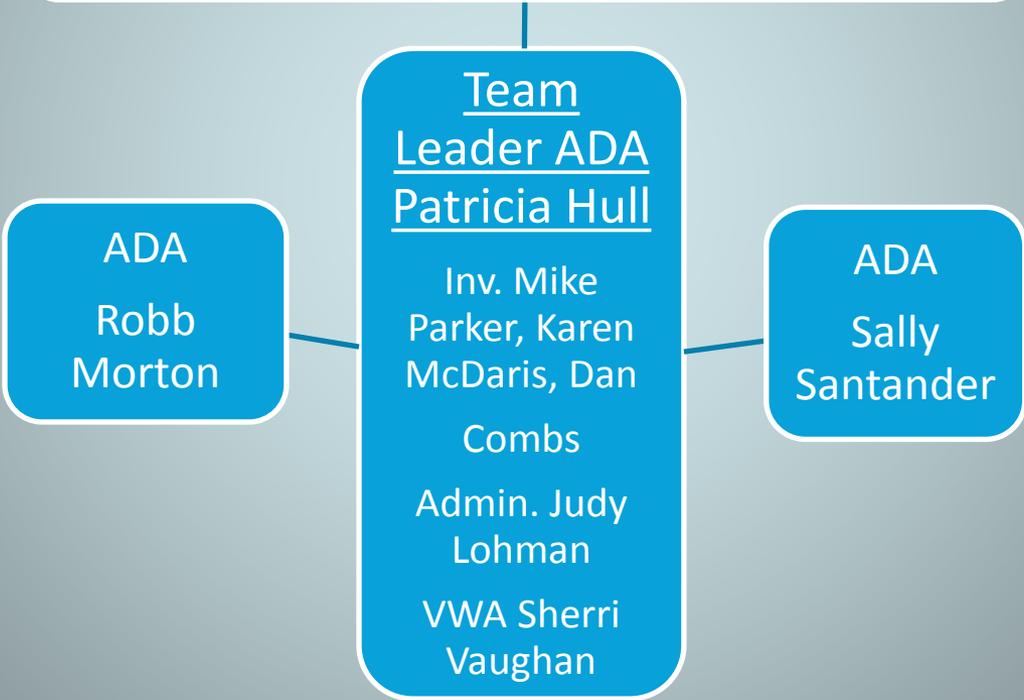
Courtroom 2A

Judge Ellen McElyea



Courtroom 2D

Judge David Cannon



DA Support Team



Rachelle Carnesale,
Chief ADA

- Complex Cases
- Staff/Partner Development

Randy Reagan,
Senior Investigator

- Technology
- Investigative Support

Holly Rogers,
Senior Assistant

- Grand Jury
- Administrative Support

Domestic Violence Unit

Part-time Inv. - TBH



Courtroom Specific
Investigator Support

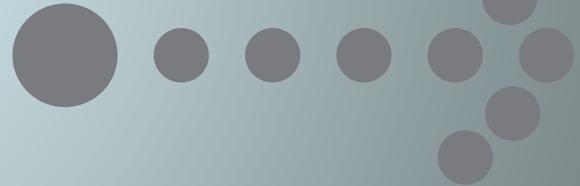


Courtroom Specific
Administrative and VWAP
Support



ADA
Rebekah
Shelnutt

(Follows the
case to all
courtrooms)



Juvenile Court



Felony Drug Accountability Court Prevention in Action

Garry Moss, Part-time DAC Prosecutor

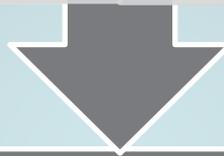


Case Flow through DA's Office

Arrest

Warrant to Clerk for Judge Assignment

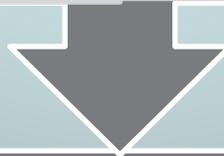
Warrant to DA- assigned to ADA



Review

Investigator gathers case file and criminal history

ADA reviews file and discusses with law enforcement, witnesses and victims



Indictment

ADA presents case to Grand Jury

Defendant arraigned and placed on trial calendar

Case Flow through DA's Office

Trial

ADA Presents Case at trial by judge or jury



Appellate Process

If ADA successful at trial

ADA handles the appeal



Violation of Probation

If Defendant violates probation

ADA brings back before the Court

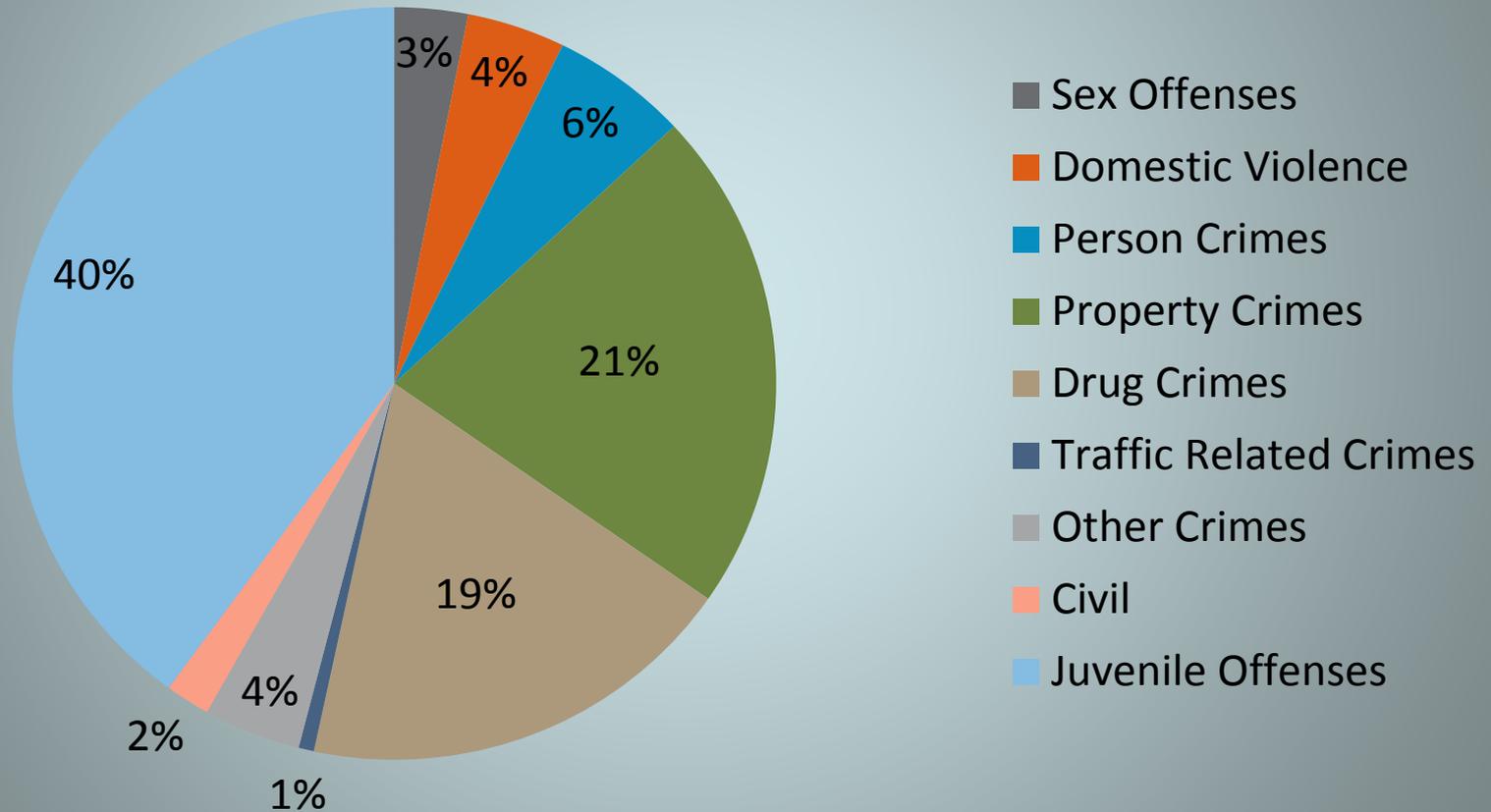
NEW CASE ASSIGNMENT SYSTEM

- Cases Assigned to Judges for Duration of Case
 - Enhances **consistency** - Defendants see same Judge throughout the life of the case
 - Facilitates **efficiency** – calendars more manageable, cases disposed of faster, same judge hears all of the case
 - Promotes **predictability** & reduces scheduling conflicts for ADAs

Growing Pains

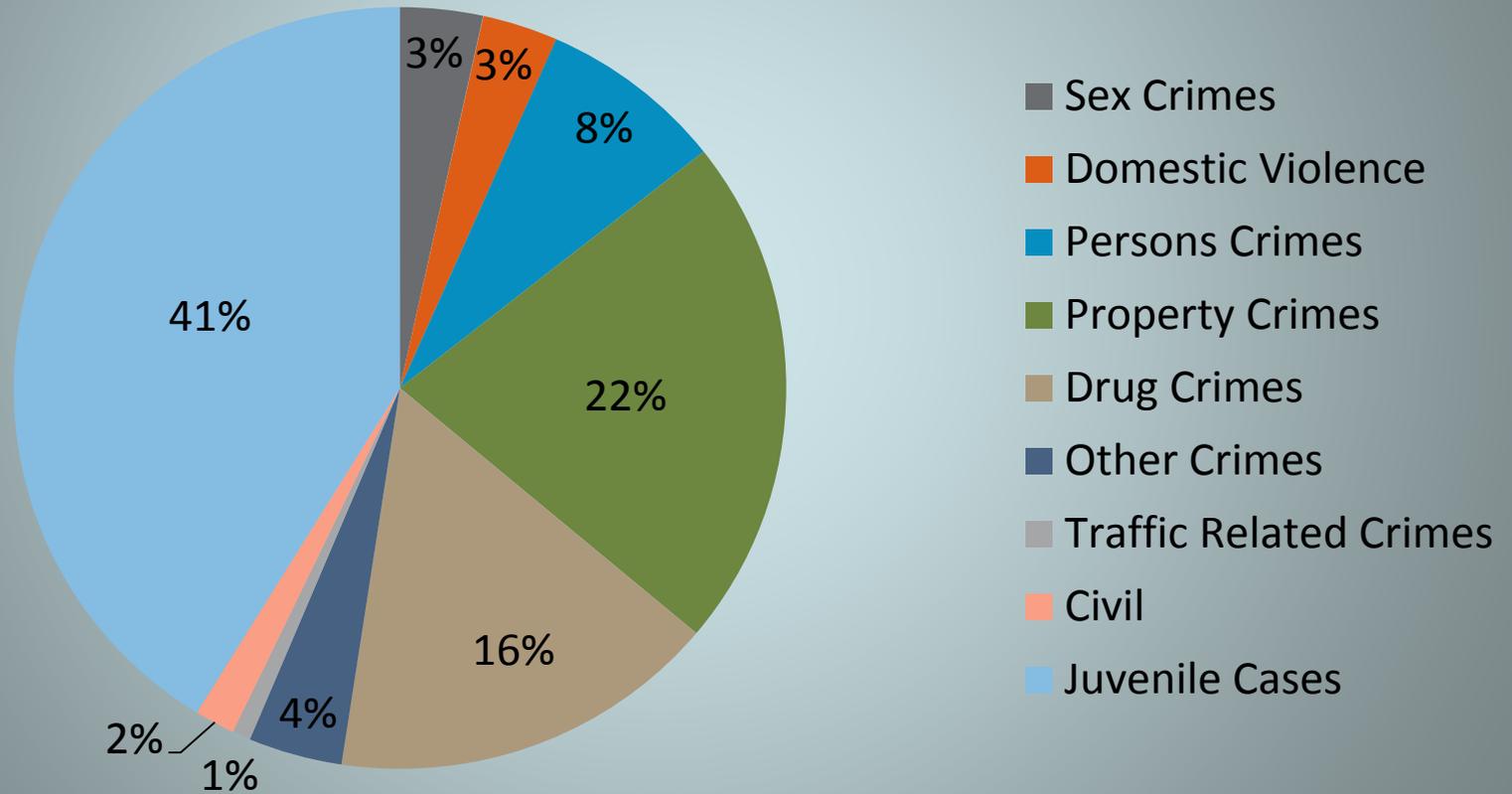
- Clearing backlog
- Developing scheduling system
- Technology/Tracker

CASES OPENED IN DA'S OFFICE IN 2012



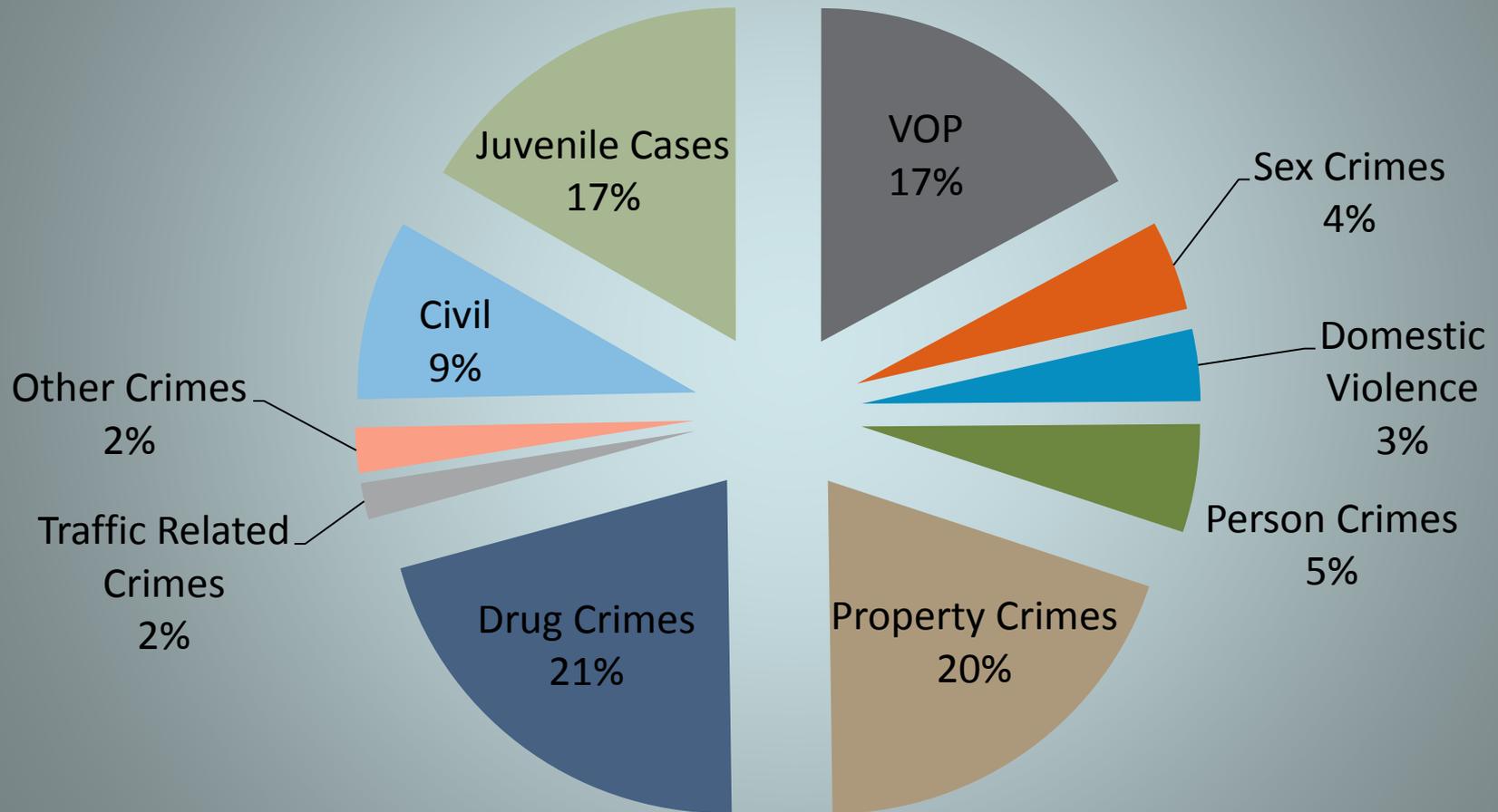
Total: 2165

CASES CLOSED IN DA'S OFFICE IN 2012



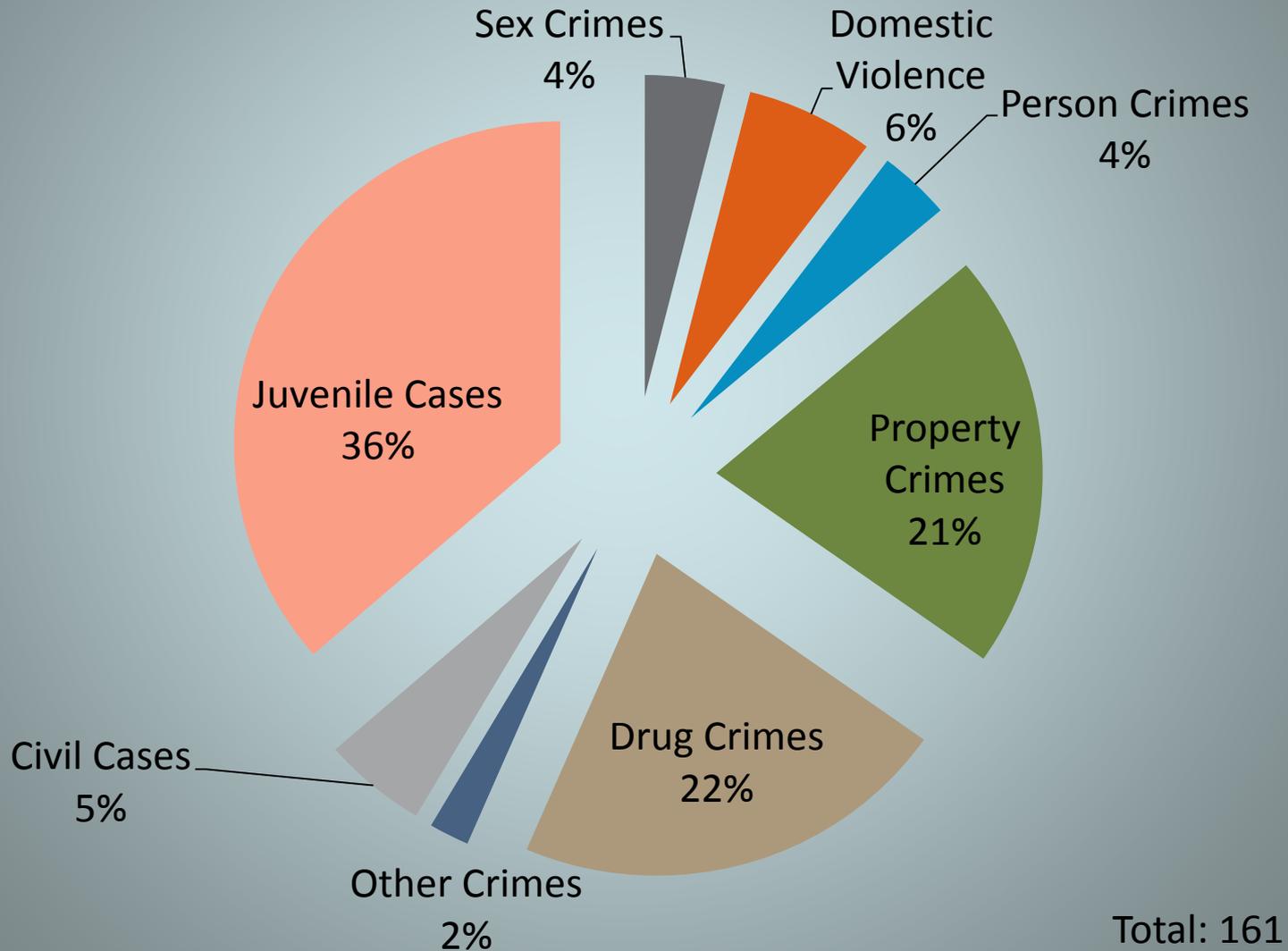
Total: 1984

CASES OPENED IN DA'S OFFICE IN 2013



Total: 229

CASES CLOSED IN DA'S OFFICE IN 2013

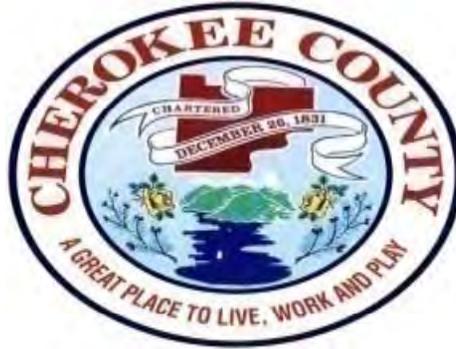


GOALS FOR 2013

- Successfully integrate Drug Accountability Court into our office and into our court system
- Begin a pre-trial diversion program aimed at first time youthful offenders who commit low level crimes
- Work with partner agencies to develop and implement a white collar unit within the District Attorney's Office to address identity fraud and other financial crimes
- Continue to aggressively prosecute violent offenders that target vulnerable individuals like children and elderly

- Collaborate with agency partners to improve community awareness and crime prevention
- Fully maximize existing staff by a utilizing teamwork approach
- Optimize technology to improve office efficiency
- End of Year Report & Website Improvements

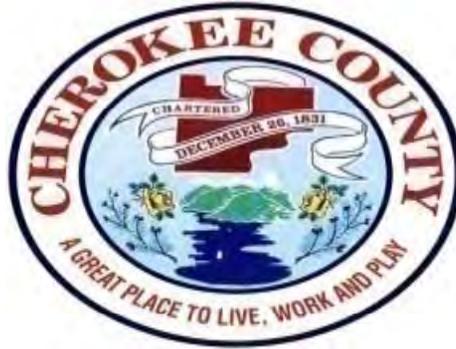
QUESTIONS



Cherokee County Board of Commissioners

FINANCIAL UPDATE Q1 2013

Presented by Janelle Funk
2/19/2013



Cherokee County Board of Commissioners

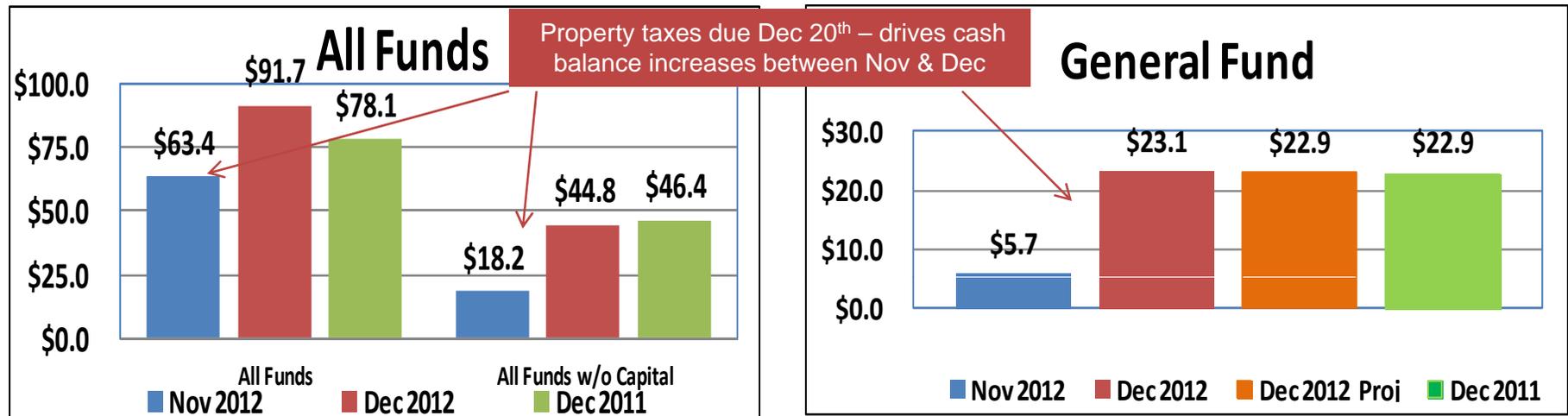
EXECUTIVE SUMMARY Q1 2013



Cash Executive Summary

December 2012

Summary Statement: Property taxes are primarily collected in December 2012 and January 2013. Almost every month after, expenses > revenues. Therefore the cash balance will decrease throughout the year. This is expected and budgeted



All Funds - Highlights for YOY (\$91.7M v \$78.1M) +\$13.6M:

- SPLOST Funds + \$13.2M - Receipts significantly exceeded SPLOST spending in 2012; simply related to project timing.

All Funds w/o Capital - Highlights for YOY (\$44.8M v \$46.4M) - \$1.6M

- Debt Service Fund -\$4.4M - SPLOST bonds were repaid in FY2012
- Many Non-Capital funds have increased at least slightly. Most significant increases:
 - Fire Fund \$1.8M – primarily driven by reduced YOY personnel expense due to ISRP and vacancies
 - Insurance Premium \$1.5M - higher FY2012 revenues and lower expenditures
(but remember this is only fund not on cash basis, so cash balance is intentionally being increased)

General Fund Highlights – YOY +\$0.2M, Actual v Projected +0.2M

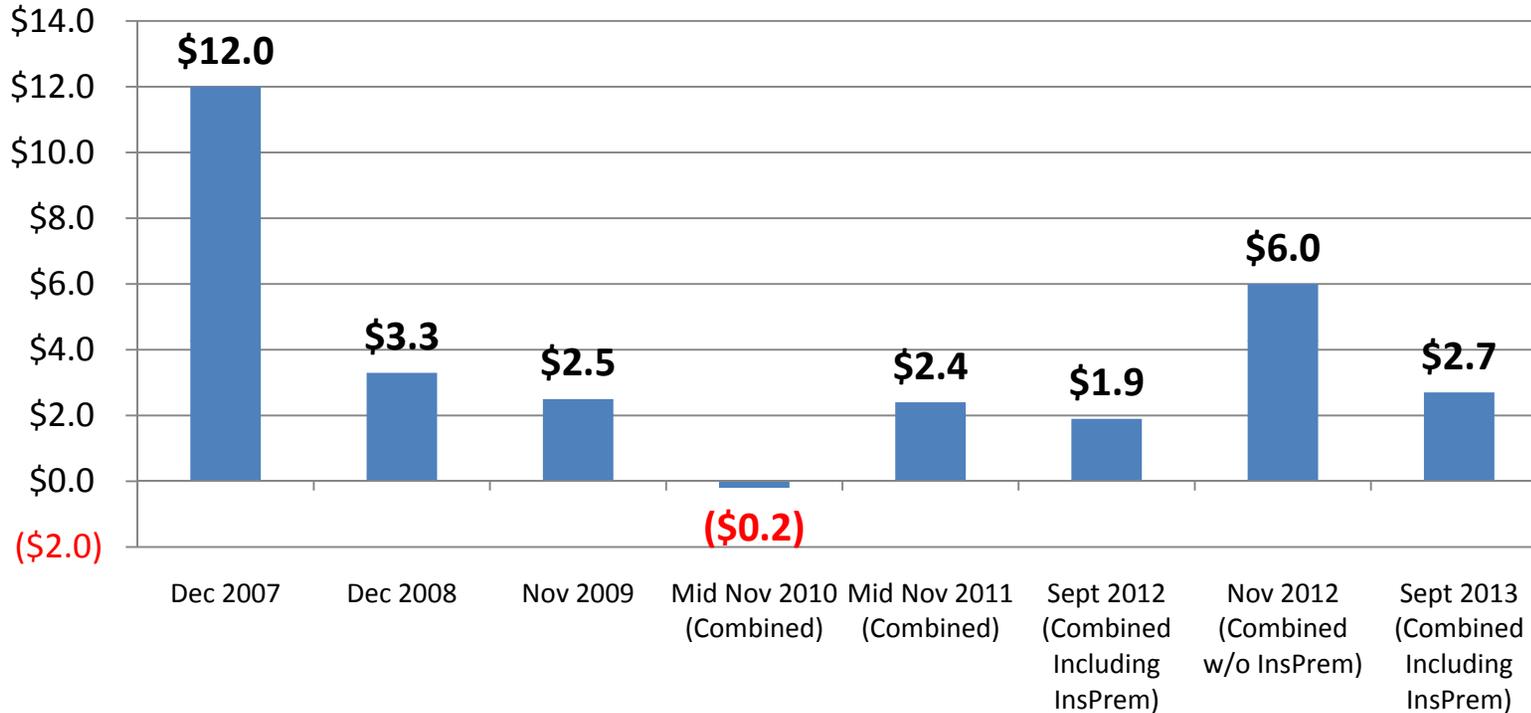
- YOY Variance: FY2012 expenditures < budget, but partially offset by Oct-Dec 2012 tax receipts < 2011 receipts (timing only)
- Projection Variance: Slight underspending of Projected Q1 2013 Expenditures

Bottom Line: YOY changes to our cash position are explainable & variances to the GF projection are immaterial. 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 & Supported Funds

\$Millions



Cash balance comparisons:

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

- The 2012 & 2013 cash low points include the General Fund and other funds supported by the General Fund – including:
 - Unincorporated County Services Fund (Insurance Premium Fund) before October
 - Senior Services, Parks & Rec, Transportation Fund, Animal Shelter, and EMS all year

**Bottom Line: We do not expect to hit negative cash in 2013.
However, these low cash points must be improved so services are not impacted.**



Revenue Executive Summary

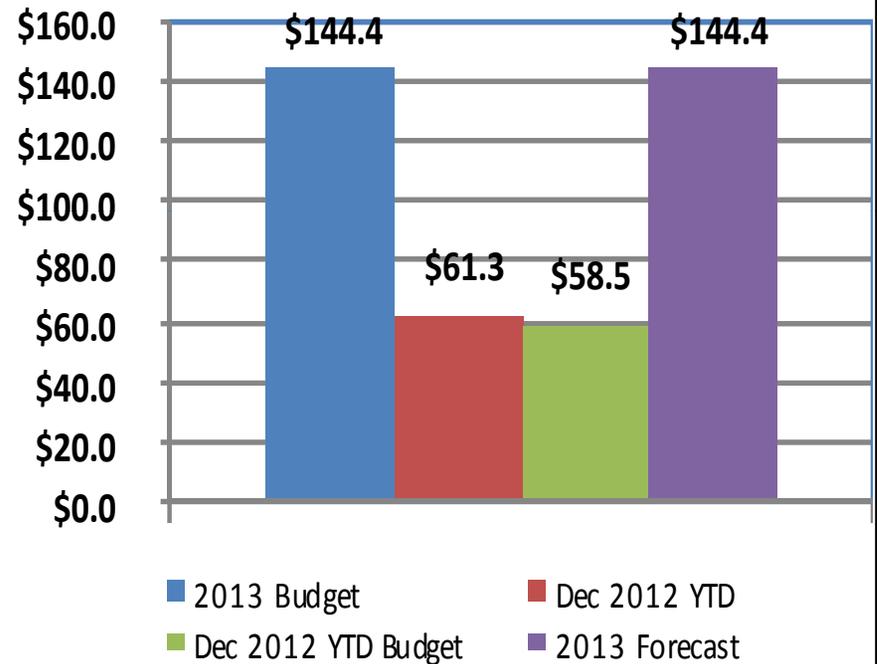
All Funds – Q1 2013 (Oct – Dec 2012)

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the County's YTD Results are \$2.8M better than budgeted.

YTD Revenue: \$2.8M > YTD Budget:

- **Taxes +\$0.9M**
 - Current Year Property Taxes +\$0.4M
 - Recognized \$31.3M of Revenue Oct – Dec 2012
 - \$400k variance ~ 1% variance (timing only)
 - Intangibles & Real Estate Transfer +\$0.2M
 - At this point assuming 2 big months (results > budget) – not considered permanent variance
 - SPLOST +\$0.3M
 - Budgeted \$2.4M/Month, Actual \$2.5M
- **Grant Revenues +\$2.3M**
 - This is timing only. Primarily driven by SPLOST grant revenues - LMIG & Commerce Blvd.*
 - Budget assumed reimbursement after completion, but LMIG prepaid & Commerce Blvd reimbursements being received as we go.
- **Charges for Services -\$0.8M**
 - E-911 Fees **-\$0.1M** – Timing of payments only
 - EMS Fees **-\$0.6M** - Continuation of Billing Issues

2013 – All Funds Recurring External Revenue



• Miscellaneous +\$0.3M

- Timing Only. SPLOST Fund has received Northside reimbursements for Commerce Blvd* more quickly than budgeted.

**Renamed Northside Cherokee Blvd*

Bottom Line: Revenue is on track to achieve the FY2013 Budget.

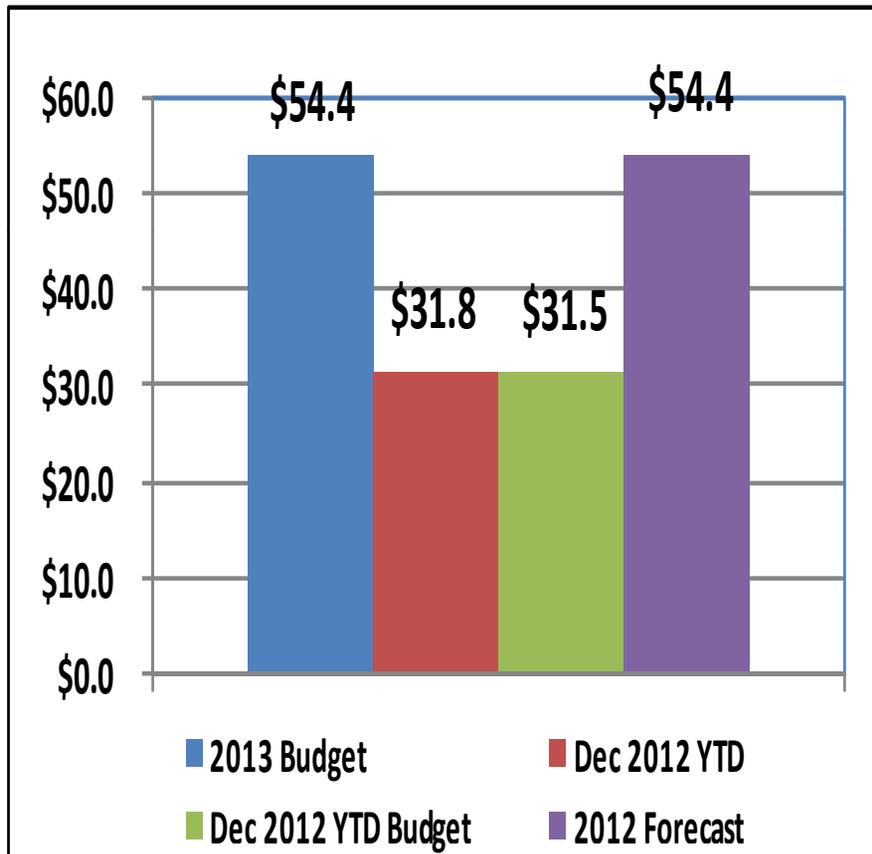


Revenue Executive Summary

General Fund - Q1 2013 (Oct – Dec 2012)

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the General Fund YTD Results are \$0.2M more than budgeted.

2013 – General Fund Recurring External Revenue



YTD Revenue \$213K > YTD Budget

- **Taxes +\$158K**
 - Current & Prior Year Taxes +\$45K
 - Recognized \$26.5M Revenue Oct – Dec 2012
 - \$40k variance ~ 0.1% variance (timing only)
 - Intangibles & Real Estate Transfer +125K – These two revenue sources were double the budgeted amount in Q1.
 - Motor Vehicle Taxes ~\$0
 - Exceeded budget in FY2012 due to new car purchases. So far, appears FY2013 Budget is representative of actual collections.
- **Charges for Services -\$70K**
 - Prisoner Housing **-\$61K** – budget based on 2012 actuals – varies significantly year to year
- **Fines & Forfeitures +84K**
 - All courts > budget except Magistrate **-\$12K**

Bottom Line: Revenue is on track to achieve the FY2013 Budget.

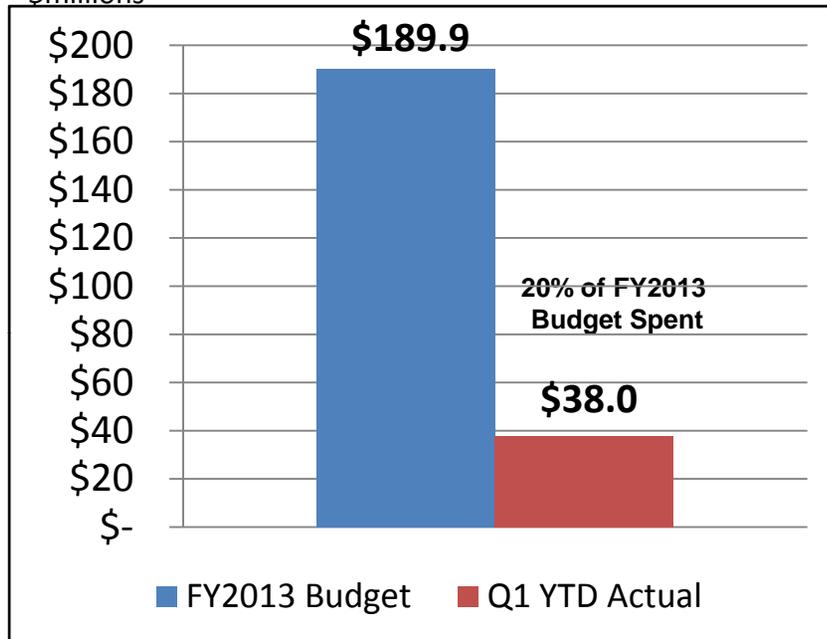


Expenditure Executive Summary

All Funds – Q1 2013 (Oct – Dec 2012)

23.1% of Year Elapsed for Payroll Costs. 25% of Year Elapsed for Monthly Expenses.

Millions



- In the chart above, comparisons are not made to prior year because Dec 2011 would include significant year-end accruals and not be similar.
- Q1 2012 (Jan-Mar 2012) Total Expenditures were \$33.6M, which is more comparable to Q12013, \$38.0M.
- Q12013 > Q12012, primarily due to the timing of debt service payments which fall into the Oct-Dec period.
 - Q1 2013 Debt Service = \$9.1M
 - Q1 2012 Debt Service = \$5.0M

County-Wide Expenditures - 2013

	2013 Budget	Q1 2013	% Spent	Comment #
Compensation	53,762,093	12,182,122	22.7%	1
Insurance/Benefits	14,880,478	3,492,239	23.5%	2
Payroll Taxes	4,077,749	854,411	21.0%	
Workers Comp	1,191,411	318,842	26.8%	3
Retirement Plans	1,134,631	302,507	26.7%	
Other Personnel	75,935	1,563	2.1%	
Total Personnel	75,122,297	17,151,684	22.8%	
Operating Costs	26,629,414	5,285,357	19.8%	4
Capital	48,364,508	1,644,355	3.4%	5
Non-Op Costs	15,609,294	3,081,428	19.7%	6
Debt Service	14,964,380	9,078,767	60.7%	7
Utilities/Insurance	3,764,872	940,335	25.0%	8
Depreciation	149,000		0.0%	
Transfers	5,334,816	815,684	15.3%	
Total Expenditures	189,938,581	37,997,610	20.0%	

Bottom Line: YTD Expenses are on target. We expect to achieve the FY2013 Budget.



Expenditure Executive Summary

All Funds – Q1 2013 (Oct – Dec 2012)

Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.

1. Compensation Costs are 22.7% of the FY2013 Budget

- This is slightly less than the elapsed FY2013 Budget of 23.1%. This is due to normal attrition and fewer PT employees being utilized for Parks during the fall/winter months.

2. Insurance/Benefits Costs are 23.5% of the FY2013 Budget

The County-Wide roll-up reflects Insurance & Benefits costs charged to departments for their respective employees, and also includes actual expenses in the Insurance & Benefits Fund (Health, Dental, LTD, STD and Life Insurance plans).

Specific just to the Insurance & Benefits Fund, costs were \$34k > Budget.

Primary variances:

- Q1 health insurance claims slightly > Budget (+\$63k)
- Q1 dental claims slightly < Budget (-\$20k)
- The Insurance & Benefits Fund ended Q1 2013 with a Fund Balance of \$2.8M:
 - \$1.3M Reserved to support retirees' future health insurance costs
 - \$1.5M Unreserved
 - 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



Expenditure Executive Summary

All Funds – Q1 2013 (Oct – Dec 2012)

Summary Statement: Expenses are being managed across all funds . Some variances exist, but are explainable.

3. **Total Workers Comp Costs** are 26.8% of the FY2013 Budget

- Q1YTD new claim total was \$128k, which is 22.2% of FY2013 new claim budget
 - Actual Average Monthly Cost = \$43k v. Monthly Budget = \$48k
- Prior year claim payments totaled \$178k, which is 43.2% of the FY2013 prior year claim budget.
 - One of the three large carryover claims (included in the FY2013 Budget), was settled in October making the percentage seem high as compared to the elapsed year. Since this is only due to the timing of settlements, we will still remain within budget.

4. **Operating Costs** are 19.8% of the FY2013 Budget

- The total, \$5.3M, is comparable to Q1 2012 of \$4.8M

5. **Capital** spending is at 3.4% of the FY2013 Budget

- Capital spending is driven by the timing of construction projects.
- As a comparison, Q1 2012 = 6.3% of the FY2012 Budget.



Expenditure Executive Summary

All Funds – Q1 2013 (Oct – Dec 2012)

Summary Statement: Expenses are being managed across all funds . Some variances exist, but are explainable.

6. **Non Operating Costs** are 19.7% of the FY2013 Budget

- This category represents monthly payments to other agencies and the allowance for EMS uncollectibles.
 - EMS bad debt expense is below budget because billings are also below budget.
 - Payments to other agencies are on target.

7. **Debt Service** is at 60.7% of the FY2013 Budget

- Bond payments are made on a set schedule. In November we made two of the more significant payments making the percent expended appear high as compared to budget.
- Our Debt Service Budget planned only 50% of RRDA debt expense would be paid by the County. We are currently seeking an operator to replace BGR and assume a significant portion of the debt.

8. **Utilities & Insurance** are 25.0% of the FY2013 Budget

- Insurance costs are made in four equal payments according to a set schedule. Two payments have been made resulting in 50% of the budget being used. This is entirely a timing issue and we will not exceed the budget.
- Utilities are at 19.4% of budget, which is on target given seasonality.

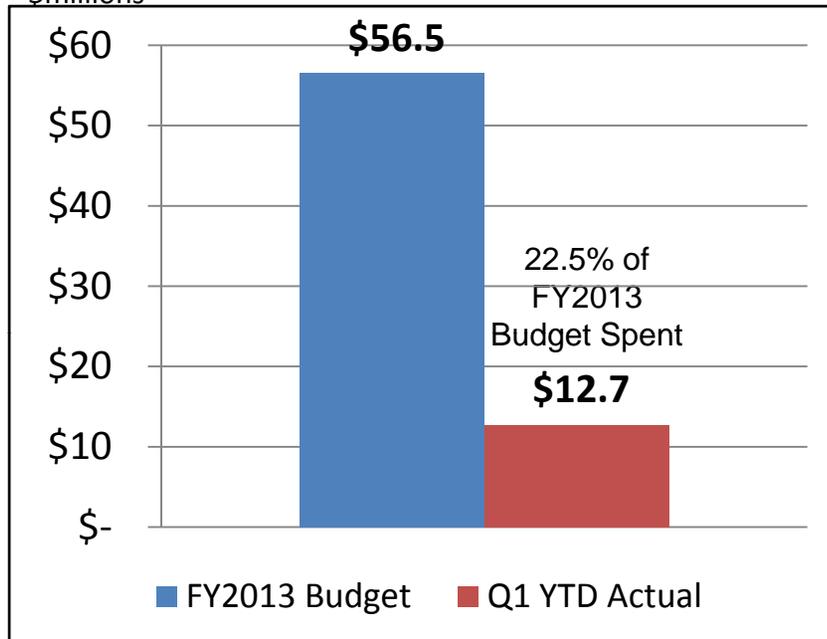


Expenditure Executive Summary

General Fund – Q1 2013 (Oct – Dec 2012)

23.1% of Year Elapsed for Payroll Costs. 25% of Year Elapsed for Monthly Expenses.

Millions



- In the chart above, comparisons are not made to prior year because Dec 2011 would include significant year-end accruals and not be similar.
- Q1 2012 (Jan-Mar 2012) Total Expenditures were \$11.3M, which is more comparable to Q12013, \$12.7M.
- Q12013 > Q12012, primarily due to the additional ½ payroll cycle.
 - Q1 2012 = 5.5 pay periods
 - Q1 2013 = 6.0 pay periods

General Fund - Expenditures 2013

	2013 Budget	Q1 2013	% Spent
Compensation	28,821,959	6,700,816	23.2%
Insurance Benefits	3,390,816	785,156	23.2%
Payroll Taxes	2,198,996	467,457	21.3%
Workers Comp	600,472	204,463	34.1%
Retirement Plans	21,312	4,722	22.2%
Other Personnel	66,719	1,563	2.3%
Total Personnel	35,100,274	8,164,177	23.3%
Operating Costs	12,866,222	2,410,869	18.7%
Capital	73,067	-	0.0%
Non-Op Costs	2,679,681	647,324	24.2%
Debt Service	662,221	195,938	29.6%
Utilities/Admin	2,060,833	542,574	26.3%
Other			0.0%
Transfers	2,994,130	730,299	24.4%
Total Expenditures	56,436,428	12,691,181	22.5%

Bottom Line: YTD Expenses are on target. We expect to achieve the FY2013 Budget.



Q1 2013 Summary & Outlook

- Q1 Results for Revenue, Expenditures, and Cash are on target to achieve the FY2013 Budget
- However, looking ahead, the FY2013 Budget was built with expiring funding sources:
 - \$2.1M SPLOST Reimbursement to the General Fund
 - \$1.9M Pension Credit
 - While these were known and intentionally planned as part of the 2012 Millage Rate and FY2013 Budget adoption – it starts the FY2014 Budget process with a \$4.0M Gap.
- The FY2013 Budget also only planned the County to pay 50% of the \$1.2M RRDA annual debt service.
 - If an operator is not replaced, the County would need to cover 100% of the cost.



Outlook for FY2014

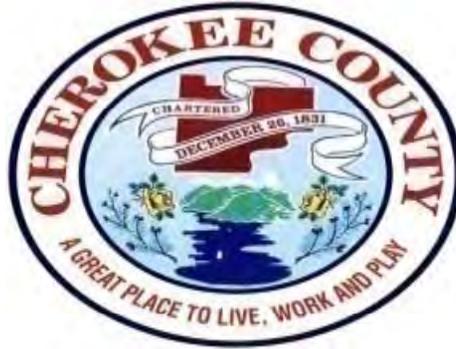
Cherokee County Already Has:

- The Lowest Headcount Per Capita in the Metro Atlanta Area
- Reduced General Fund Expenditures by \$4.4M Since 2008
- Allocated 70% of the General Fund to Public Safety & Courts
- Reduced Fire Fund Expenditures by \$800k Since 2008
- Not Issued COLA Employee Raises Since 2008

In Addition:

- The Total BOC Controlled Millage Rate = 9.999, 53rd Lowest in the State
 - Of 159 Counties, Cherokee is 1 of only 3 without a local option sales tax. LOST/HOST are used to reduce property taxes.
 - If Cherokee County did have a LOST, our property tax rates would be ~ 6.220, 10th lowest in the State.

So we need to consider our funding options for FY2014 if we believe our headcount and expense structure are already as lean as possible.



Cherokee County Board of Commissioners

FINANCIAL REPORTS

Q1 2013



Cherokee County Board of Commissioners
Changes in Fund Balance
As of 12/31/2012

Fund	Beginning Balance	Revenues & Other Financing Sources	Expenditures	Ending Balance	Net Increase/ (Decrease)
100 GENERAL FUND	3,775,558	31,793,775	12,691,180	22,878,153	19,102,595
205 LAW LIBRARY FUND	627,713	10,275	24,539	613,449	(14,264)
210 SHERIFF'S FORFEITURES	185,205	0	7,060	178,145	(7,060)
215 EMERGENCY 911 TELEPHONE FUND	1,384,783	362,996	935,762	812,017	(572,766)
221 SENIOR SERVICES FUND	61,770	202,436	235,150	29,056	(32,714)
225 PARKS AND RECREATION	73,282	875,071	585,268	363,085	289,803
230 UNINCORPORATED COUNTY SERVICES	2,660,068	181,322	1,454,611	1,386,779	(1,273,289)
240 TRANSPORTATION FUND	0	126,980	164,297	(37,317)	(37,317)
250 MULTIPLE GRANT FUND	103,426	11,807	119,270	(4,037)	(107,463)
251 COMMUNITY DEVELOPMENT	(16,732)	6,597	51,404	(61,539)	(44,807)
252 ANIMAL SERVICES FUND	66,897	95,886	193,956	(31,172)	(98,070)
254 DA's CONDEMNATION FUND	91,717	1,620	1,949	91,389	(329)
255 DRUG ABUSE AND TREATMENT FUND	564,044	23,232	33,555	553,721	(10,323)
256 VICTIM/WITNESS FUND	29,286	29,356	51,384	7,258	(22,028)
257 DUI COURT FUND	164,549	129,720	78,875	215,393	50,845
258 DRUG ACCOUNTABILITY COURT	0	8,555	14,310	(5,755)	(5,755)
270 FIRE ADMINISTRATION FUND	3,139,532	11,943,297	3,795,114	11,287,714	8,148,182
271 JAIL FUND	1,018,134	59,474	57,543	1,020,064	1,930
272 SHERIFF'S COMMISSARY FUND	65,301	57,707	101,970	21,038	(44,263)
273 CONFISCATED ASSETS FUND	136,672	18,180	100,334	54,518	(82,154)
275 HOTEL/ MOTEL TAX FUND	0	14,524	22,996	(8,472)	(8,472)
295 IMPACT FEE FUND	4,061,075	159,267	9,270	4,211,072	149,997
310 RECREATION CAPITAL CONSTRUCTIO	23,467,400	631	(122,049)	23,590,080	122,680
320 SPLOST III	0	0	0	0	0
321 SPLOST IV	(124)	0	0	(124)	0
322 SPLOST V	12,874,584	582,563	544,690	12,912,457	37,873
323 SPLOST 2012	1,924,274	9,986,473	3,949,326	7,961,420	6,037,146
375 RESOURCE RECOVERY DEVELOPMT	288,884	152,187	307,962	133,109	(155,775)
410 DEBT SERVICE	7,942,142	3,869,288	8,543,644	3,267,786	(4,674,355)
555 CONFERENCE CENTER	246,111	113,172	74,771	284,513	38,401
580 EMERGENCY MEDICAL SERVICES	1,692,585	1,184,536	1,283,157	1,593,964	(98,621)
605 INSURANCE AND BENEFITS FUND	2,881,281	2,312,154	2,408,229	2,785,206	(96,075)
610 FLEET MAINTENANCE FUND	415,072	277,976	278,084	414,964	(108)
	69,924,490	64,591,055	37,997,610	96,517,935	26,593,445



**Cherokee County Board of Commissioners
Budget Summary
23.08% of year lapsed**

Printed 02.07.2013

	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget 2013	% of Budget 2012
ALL EXTERNALLY GENERATED RECURRING REVENUES BY FUND								
GENERAL FUND (100)	54,997,895	42,779,964	54,306,428	50,000	54,356,428	31,754,440	58.42%	297.80 %
LAW LIBRARY FUND (205)	139,435	53,995	140,700	0	140,700	10,275	7.30%	53.98 %
SHERIFF'S FORFEITURES (210)	209,717	181,456	175,953	0	175,953	0	0.00%	0.00 %
EMERGENCY 911 TELEPHONE FUND (215)	4,082,624	1,518,239	4,141,160	0	4,141,160	362,996	8.77%	52.82 %
SENIOR SERVICES FUND (220)	637,906	227,832	616,406	0	616,406	77,079	12.50%	46.85 %
PARKS AND RECREATION (225)	2,305,943	799,316	3,003,228	0	3,003,228	692,620	23.06%	50.51 %
UNINCORPORATED COUNTY SERVICES (230)	7,624,920	6,688,245	7,086,700	0	7,086,700	181,322	2.56%	89.59 %
TRANSPORTATION FUND (240)	733,162	268,114	947,141	0	947,141	75,407	7.96%	48.52 %
MULTIPLE GRANT FUND (250)	608,797	475,338	320,716	157,481	478,197	11,807	2.47%	113.70 %
COMMUNITY DEVELOPMENT (251)	1,297,798	570,284	1,422,630	0	1,422,630	6,597	0.46%	48.77 %
ANIMAL SERVICES FUND (252)	723,276	54,821	736,216	0	736,216	48,869	6.64%	10.15 %
DA'S CONDEMNATION FUND (254)	16,487	7,341	15,000	0	15,000	1,620	10.80%	80.26 %
DRUG ABUSE AND TREATMENT FUND (255)	135,211	39,261	169,286	0	169,286	23,232	13.72%	37.30 %
VICTIM/WITNESS FUND (256)	196,524	59,844	196,600	0	196,600	29,356	14.93%	39.23 %
DUI COURT FUND (257)	437,322	100,940	344,654	0	344,654	104,720	30.38%	30.01 %
DRUG ACCOUNTABILITY COURT (258)	0	0	118,444	134,591	253,035	0	0.00%	0.00 %
FIRE ADMINISTRATION FUND (270)	18,150,961	15,298,125	18,428,030	70,000	18,498,030	11,943,297	64.57%	484.61 %
JAIL FUND (271)	397,597	131,242	426,600	0	426,600	59,474	13.94%	43.67 %
SHERIFF'S COMMISSARY FUND (272)	249,523	70,123	300,060	0	300,060	57,707	19.23%	37.87 %
CONFISCATED ASSETS FUND (273)	240,365	128,920	100,360	0	100,360	18,180	18.11%	150.26 %
HOTEL/ MOTEL TAX FUND (275)	136,179	36,540	118,467	0	118,467	14,524	12.26%	34.07 %
IMPACT FEE FUND (295)	415,278	64,743	402,400	0	402,400	159,267	39.58%	17.33 %
RECREATION CAPITAL CONSTRUCTIO (310)	33,670	50,255	4,800	0	4,800	631	13.15%	150.40 %
SPLOST IV (321)	0	56	0	0	0	0	0.00%	0.00 %
SPLOST V (322)	24,672,530	8,978,059	50,073	0	50,073	582,563	1,163.43%	52.72 %
SPLOST 2012 (323)	7,688,567	0	37,094,717	0	37,094,717	9,986,473	26.92%	0.00 %
RESOURCE RECOVERY DEVELOPMT (375)	0	454,661	608,746	0	608,746	0	0.00%	0.00 %
DEBT SERVICE (410)	5,002,974	4,265,074	5,686,000	0	5,686,000	3,869,288	68.05%	645.56 %
CONFERENCE CENTER (555)	391,873	115,752	296,500	0	296,500	100,676	33.95%	41.92 %
EMERGENCY MEDICAL SERVICES (580)	6,830,533	1,639,954	6,424,490	7,621	6,432,111	1,012,821	15.75%	30.35 %
INSURANCE AND BENEFITS FUND (605)	832,089	134,518	289,500	0	289,500	84,342	29.13%	18.80 %
FLEET MAINTENANCE FUND (610)	395	1,461	0	0	0	0	0.00%	0.00 %
TOTAL EXT GEN REC REVENUES	139,189,551	85,194,471	143,972,005	419,693	144,391,698	61,269,583	42.43 %	128.37 %



**Cherokee County Board of Commissioners
Budget Summary
23.08% of year lapsed**

Printed 02.07.2013

	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget 2013	% of Budget 2012
OTHER FINANCE SOURCES								
TRANSFERS IN								
GENERAL FUND (100)	364,933	2,295,545	2,130,000	0	2,130,000	39,335	1.85 %	647.12 %
SHERIFF'S FORFEITURES (210)	0	59,293	0	0	0	0	0.00 %	0.00 %
SENIOR SERVICES FUND (220)	432,439	47,214	501,428	0	501,428	125,357	25.00 %	12.26 %
PARKS AND RECREATION (225)	734,114	182,672	729,802	0	729,802	182,450	25.00 %	33.13 %
UNINCORPORATED COUNTY SERVICES (230)	0	179	0	0	0	0	0.00 %	0.00 %
TRANSPORTATION FUND (240)	207,424	269,220	232,669	0	232,669	51,573	22.17 %	164.95 %
MULTIPLE GRANT FUND (250)	46,508	39,158	46,557	0	46,557	0	0.00 %	111.30 %
ANIMAL SERVICES FUND (252)	240,796	187,340	188,067	0	188,067	47,017	25.00 %	103.73 %
DUI COURT FUND (257)	101,000	25,250	100,000	0	100,000	25,000	25.00 %	33.33 %
DRUG ACCOUNTABILITY COURT (258)	0	0	34,219	0	34,219	8,555	25.00 %	0.00 %
RECREATION CAPITAL CONSTRUCTIO (310)	75,000	0	0	0	0	0	0.00 %	0.00 %
RESOURCE RECOVERY DEVELOPMT (375)	1,216,630	1,217,844	608,747	0	608,747	152,187	25.00 %	133.46 %
DEBT SERVICE (410)	4,718,675	2,606,985	0	0	0	0	0.00 %	83.21 %
CONFERENCE CENTER (555)	102,906	27,166	76,467	0	76,467	12,496	16.34 %	35.87 %
EMERGENCY MEDICAL SERVICES (580)	631,210	222,001	686,860	0	686,860	171,715	25.00 %	44.69 %
TOTAL TRANSFERS IN	8,871,635	7,179,867	5,334,816	0	5,334,816	815,684	15.29 %	111.50 %
SALE OF ASSETS								
GENERAL FUND (100)	28,221	1,500,000	0	0	0	0	0.00 %	5,315.28 %
FIRE ADMINISTRATION FUND (270)	1,050	0	0	0	0	0	0.00 %	0.00 %
EMERGENCY MEDICAL SERVICES (580)	69,300	0	0	0	0	0	0.00 %	0.00 %
TOTAL SALE OF ASSETS	98,571	1,500,000	0	0	0	0	0.00 %	0.00 %
PROCEEDS FROM DEBT INSTRUMENTS								
RECREATION CAPITAL CONSTRUCTIO (310)	11,410,000	0	0	0	0	0	0.00 %	0.00 %
TOTAL PROCEEDS FROM DEBT INSTRUMENTS	11,410,000	0	0	0	0	0	0.00 %	0.00 %
INTERNAL SERVICE CHARGES								
INSURANCE AND BENEFITS FUND (605)	9,703,758	3,699,101	9,653,239	0	9,653,239	2,227,811	23.08 %	50.97 %
FLEET MAINTENANCE FUND (610)	1,479,205	424,939	1,433,716	0	1,433,716	277,976	19.39 %	39.30 %
TOTAL INTERNAL SERVICE CHARGES	11,182,963	4,124,040	11,086,955	0	11,086,955	2,505,788	22.60 %	49.45 %
TOTAL OTHER FINANCE SOURCES	31,563,168	12,803,907	16,421,771	0	16,421,771	3,321,472	20.23 %	48.71 %
TOTAL INFLOWS	170,752,719	97,998,378	160,393,776	419,693	160,813,469	64,591,055	40.17 %	105.77 %
USE OF RESERVES								
EMERGENCY 911 TELEPHONE FUND (215)	0	0	114,417	0	114,417	0	0.00 %	0.00 %
UNINCORPORATED COUNTY SERVICES (230)	0	0	(653,897)	0	(653,897)	0	0.00 %	0.00 %



Cherokee County Board of Commissioners
Budget Summary
23.08% of year lapsed

Printed 02.07.2013

	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget 2013	% of Budget 2012
ANIMAL SERVICES FUND (252)	0	0	16,000	0	16,000	0	0.00 %	0.00 %
DA's CONDEMNATION FUND (254)	0	0	25,000	0	25,000	0	0.00 %	0.00 %
VICTIM/WITNESS FUND (256)	0	0	11,956	0	11,956	0	0.00 %	0.00 %
FIRE ADMINISTRATION FUND (270)	0	0	(704,255)	0	(704,255)	0	0.00 %	0.00 %
JAIL FUND (271)	0	0	(147,990)	0	(147,990)	0	0.00 %	0.00 %
IMPACT FEE FUND (295)	0	0	355,429	0	355,429	0	0.00 %	0.00 %
RECREATION CAPITAL CONSTRUCTIO (310)	0	0	18,664,494	0	18,664,494	0	0.00 %	0.00 %
SPLOST V (322)	0	0	9,551,724	0	9,551,724	0	0.00 %	0.00 %
SPLOST 2012 (323)	0	0	(5,262,808)	0	(5,262,808)	0	0.00 %	0.00 %
DEBT SERVICE (410)	0	0	7,259,417	0	7,259,417	0	0.00 %	0.00 %
EMERGENCY MEDICAL SERVICES (580)	0	0	(143,228)	0	(143,228)	0	0.00 %	0.00 %
INSURANCE AND BENEFITS FUND (605)	0	0	(385)	0	(385)	0	0.00 %	0.00 %
FLEET MAINTENANCE FUND (610)	0	0	49,000	0	49,000	0	0.00 %	0.00 %
TOTAL USE OF RESERVES	0	0	29,134,874	0	29,134,874	0	0.00 %	0.00 %
TOTAL FUNDING SOURCES	170,752,719	97,998,378	189,528,650	419,693	189,948,343	64,591,055	34.00 %	105.77 %



Cherokee County Board of Commissioners
Budget Summary
23.08% of year lapsed

Printed 02.07.2013

	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget 2013	% of Budget 2012
ALL EXPENDITURES BY FUND								
GENERAL FUND (100)	57,619,094	19,056,895	56,436,428	50,000	56,486,428	12,691,180	22.47%	46.29 %
LAW LIBRARY FUND (205)	77,362	499	140,700	0	140,700	24,539	17.44%	0.65 %
SHERIFF'S FORFEITURES (210)	244,851	149,050	175,953	0	175,953	7,060	4.01%	155.58 %
EMERGENCY 911 TELEPHONE FUND (215)	4,142,618	1,225,053	4,255,577	0	4,255,577	935,762	21.99%	41.99 %
SENIOR SERVICES FUND (220)	1,152,442	333,280	1,117,834	0	1,117,834	235,150	21.04%	40.69 %
PARKS AND RECREATION (225)	2,919,078	638,324	3,733,030	0	3,733,030	585,268	15.68%	27.99 %
UNINCORPORATED COUNTY SERVICES (230)	6,100,609	2,016,750	6,432,803	0	6,432,803	1,454,611	22.61%	43.48 %
TRANSPORTATION FUND (240)	948,402	206,957	1,179,810	0	1,179,810	164,297	13.93%	28.91 %
MULTIPLE GRANT FUND (250)	729,125	343,270	367,273	157,481	524,754	119,270	22.73%	88.78 %
COMMUNITY DEVELOPMENT (251)	1,523,859	359,925	1,422,630	0	1,422,630	51,404	3.61%	30.92 %
ANIMAL SERVICES FUND (252)	915,998	227,633	940,283	0	940,283	193,956	20.63%	33.07 %
DA'S CONDEMNATION FUND (254)	4,695	1,519	40,000	0	40,000	1,949	4.87%	47.84 %
DRUG ABUSE AND TREATMENT FUND (255)	109,361	25,250	169,286	0	169,286	33,555	19.82%	30.02 %
VICTIM/WITNESS FUND (256)	198,031	47,584	208,556	0	208,556	51,384	24.64%	31.63 %
DUI COURT FUND (257)	458,743	131,136	444,654	0	444,654	78,875	17.74%	40.03 %
DRUG ACCOUNTABILITY COURT (258)	0	0	152,663	134,591	287,254	14,310	4.98%	0.00 %
FIRE ADMINISTRATION FUND (270)	17,973,800	5,845,748	17,723,775	70,000	17,793,775	3,795,114	21.33%	48.20 %
JAIL FUND (271)	1,161,720	226,616	278,610	0	278,610	57,543	20.65%	24.23 %
SHERIFF'S COMMISSARY FUND (272)	248,926	83,080	300,060	0	300,060	101,970	33.98%	50.09 %
CONFISCATED ASSETS FUND (273)	277,535	89,329	100,360	0	100,360	100,334	99.97%	47.46 %
HOTEL/ MOTEL TAX FUND (275)	141,280	34,040	118,467	0	118,467	22,996	19.41%	31.74 %
IMPACT FEE FUND (295)	100,000	0	757,829	0	757,829	9,270	1.22%	0.00 %
RECREATION CAPITAL CONSTRUCTIO (310)	11,430,280	2,806,548	18,669,294	0	18,669,294	(122,049)	-0.65%	29.10 %
SPLOST IV (321)	1,302,576	1,302,576	0	0	0	0	0.00%	0.00 %
SPLOST V (322)	19,039,320	6,965,239	9,604,171	6,070	9,610,241	544,690	5.67%	57.69 %
SPLOST 2012 (323)	5,764,294	0	31,831,909	0	31,831,909	3,949,326	12.41%	0.00 %
RESOURCE RECOVERY DEVELOPMT (375)	1,382,407	150,576	1,217,493	0	1,217,493	307,962	25.29%	12.22 %
DEBT SERVICE (410)	11,758,214	7,139,253	12,945,417	0	12,945,417	8,543,644	66.00%	163.07 %
CONFERENCE CENTER (555)	371,038	106,200	372,967	0	372,967	74,771	20.05%	40.10 %
EMERGENCY MEDICAL SERVICES (580)	7,581,661	1,962,149	6,968,122	(10,585)	6,957,537	1,283,157	18.44%	34.92 %
INSURANCE AND BENEFITS FUND (605)	9,759,668	2,399,419	9,942,354	0	9,942,354	2,408,229	24.22%	32.60 %
FLEET MAINTENANCE FUND (610)	1,534,633	457,377	1,482,716	0	1,482,716	278,084	18.76%	42.46 %
TOTAL ALL EXPENDITURES BY FUND	166,971,619	54,331,273	189,531,024	407,557	189,938,581	37,997,610	20.01 %	46.62 %



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 12/31/2012

	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget
GENERAL FUND (100)							
FUNDING SOURCES	55,391,049	46,575,509	56,436,428	50,000	56,486,428	31,793,775	56.29%
EXPENDITURES	57,619,094	19,056,895	56,436,428	50,000	56,486,428	12,691,180	22.47%
Excess Funding Sources over Expenditures	(2,228,045)	27,518,615	0	0	0	19,102,595	
LAW LIBRARY FUND (205)							
FUNDING SOURCES	139,435	53,995	140,700	0	140,700	10,275	7.30%
EXPENDITURES	77,362	499	140,700	0	140,700	24,539	17.44%
Excess Funding Sources over Expenditures	62,073	53,496	0	0	0	(14,264)	
SHERIFF'S FORFEITURES (210)							
FUNDING SOURCES	209,717	240,749	175,953	0	175,953	0	0.00%
EXPENDITURES	244,851	149,050	175,953	0	175,953	7,060	4.01%
Excess Funding Sources over Expenditures	(35,134)	91,699	0	0	0	(7,060)	
EMERGENCY 911 TELEPHONE FUND (215)							
FUNDING SOURCES	4,082,624	1,518,239	4,255,577	0	4,255,577	362,996	8.53%
EXPENDITURES	4,142,618	1,225,053	4,255,577	0	4,255,577	935,762	21.99%
Excess Funding Sources over Expenditures	(59,994)	293,186	0	0	0	(572,766)	
SENIOR SERVICES FUND (221)							
FUNDING SOURCES	1,070,345	275,046	1,117,834	0	1,117,834	202,436	18.11%
EXPENDITURES	1,152,442	333,280	1,117,834	0	1,117,834	235,150	21.04%
Excess Funding Sources over Expenditures	(82,097)	(58,234)	0	0	0	(32,714)	
PARKS AND RECREATION (225)							
FUNDING SOURCES	3,040,057	981,988	3,733,030	0	3,733,030	875,071	23.44%
EXPENDITURES	2,919,078	638,324	3,733,030	0	3,733,030	585,268	15.68%
Excess Funding Sources over Expenditures	120,980	343,664	0	0	0	289,803	
UNINCORPORATED COUNTY SERVICES (230)							
FUNDING SOURCES	7,624,920	6,688,424	6,432,803	0	6,432,803	181,322	2.82%
EXPENDITURES							
DEVELOPMENT SERVICES CENTER	231,414	75,414	217,736	0	217,736	51,903	23.84%
GIS/MAPPING	198,340	0	321,300	0	321,300	92,226	28.70%
ANIMAL CONTROL	256,013	0	377,992	0	377,992	81,484	21.56%
ROADS AND BRIDGES	2,309,740	580,867	2,755,419	0	2,755,419	579,491	21.03%
STORMWATER MGT ENGINEERING	279,372	61,198	294,925	0	294,925	54,623	18.52%
ENGINEERING DEVELOPMENT SERVIC	276,439	79,964	280,754	0	280,754	52,720	18.78%



**Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 12/31/2012**

	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget
ENGINEERING	527,052	171,166	501,293	0	501,293	97,778	19.51%
CONSERVATION ADMINISTRATION	63,185	17,146	62,972	0	62,972	14,226	22.59%
FOREST RESOURCES CONSERVATION	14,825	3,706	14,825	0	14,825	3,706	25.00%
BUILDING INSPECTIONS	477,522	129,232	471,610	0	471,610	109,826	23.29%
PLANNING AND LAND USE	642,864	180,042	646,431	0	646,431	201,773	31.21%
CODE ENFORCEMENT	523,844	163,866	487,546	0	487,546	114,855	23.56%
INTERFUND TRANSFERS	300,000	554,149	0	0	0	0	0.00%
EXPENDITURES	6,100,609	2,016,750	6,432,803	0	6,432,803	1,454,611	22.61%
Excess Funding Sources over Expenditures	1,524,311	4,671,674	0	0	0	(1,273,289)	
TRANSPORTATION FUND (240)							
FUNDING SOURCES	940,586	537,334	1,179,810	0	1,179,810	126,980	10.76%
EXPENDITURES							
5307 TRANSPORTATION PROGRAM	0	0	0	0	0	934	0.00%
5311 TRANSPORTATION PROGRAM	661,343	139,538	677,798	0	677,798	135,981	20.06%
ARRA - CATS 5307	0	0	191,428	0	191,428	0	0.00%
5311 ARRA GRANT	49,385	650	50,000	0	50,000	0	0.00%
CANTON SHUTTLE	119,594	30,829	128,693	0	128,693	27,382	21.28%
266 TRANSPORATION GRANT	118,080	35,940	131,891	0	131,891	0	0.00%
EXPENDITURES	948,402	206,957	1,179,810	0	1,179,810	164,297	13.93%
Excess Funding Sources over Expenditures	(7,816)	330,377	0	0	0	(37,317)	
MULTIPLE GRANT FUND (250)							
FUNDING SOURCES	655,305	514,496	367,273	157,481	524,754	11,807	2.25%
EXPENDITURES							
ACCG INTERNSHIP PROGRAM	(2,225)	(2,225)	0	0	0	0	0.00%
AMER SOCIETY FOR THE PROTECTION	6,500	0	0	0	0	0	0.00%
BULLET PROOF VEST GRANT 2011	5,264	3,014	0	0	0	0	0.00%
BULLET PROOF VEST GRANT 2012	0	0	0	2,599	2,599	0	0.00%
CITIZENS CORP PROGRAM	4,095	1,662	0	0	0	0	0.00%
CITIZENS CORP PROGRAM	3,516	0	0	0	0	1,446	0.00%
DUI/DRUG COURT GRANT 2007	38,423	14,502	32,800	0	32,800	10,873	33.15%
JUDICIAL COUNCIL OF GA DUI GRANT	28,232	0	19,580	0	19,580	2,638	13.47%
EAID GRANT PROGRAM	686	0	0	0	0	0	0.00%
ENERGY EFFICIENCY & CONSERVATION GR	251,423	241,276	0	0	0	0	0.00%
CHEROKEE FAMILY FOCUS	41,772	14,957	0	0	0	9,117	0.00%
GEMA HAZMAT GRANT	0	0	0	0	0	15,000	0.00%
GEMA HOMELAND SECURITY GRANT	0	0	0	90,578	90,578	0	0.00%



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 12/31/2012

	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget
HEAT GRANT	(1,247)	(1,247)	0	0	0	0	0.00%
HAZARD MITIGATION GRANT 2012	0	0	0	0	0	11,500	0.00%
STATE & LOCAL OVERTIME ASSISTANCE	19,133	6,130	18,914	0	18,914	2,865	15.15%
JUSTICE ASSISTANCE GRANT (JAG)	0	0	0	0	0	10,624	0.00%
EDWARD BYRNE JUSTICE ASSISTANCE GRA	0	10,948	0	0	0	0	0.00%
SOLICITORS OFFICE JUSTICE ADMIN GRA	(361)	(361)	0	0	0	0	0.00%
POS JUVENILE OFFENDERS PROGRAM	1,300	1,300	0	0	0	0	0.00%
2011 PARTNERSHIP PERFORMANCE AGREE	37,171	24,408	0	0	0	0	0.00%
2012 PERFORMANCE PARTNERSHIP AGREEM	7,363	0	0	64,304	64,304	8,644	13.44%
JUVENILE COURT PSYCH EVAL GRANT	9,700	3,500	0	0	0	0	0.00%
ARRA JAG LABORATORY CONTRACT	1	1	0	0	0	0	0.00%
ARRA JAG TRANSCRIPTION CONTRACT	20,558	11,836	0	0	0	2,165	0.00%
SAFE KIDS PROGRAM	7,515	0	0	0	0	3,052	0.00%
SCAAP GRANT	75,335	0	85,000	0	85,000	0	0.00%
STOP VAWA CJSI GRANT - DA	60,130	(1,820)	77,025	0	77,025	16,910	21.95%
STOP VIOLENCE AGAINST WOMEN ACT GRA	(22,268)	(22,268)	0	0	0	0	0.00%
VICTIM'S OF CRIME ACT	137,107	37,656	133,954	0	133,954	24,435	18.24%
EXPENDITURES	729,125	343,270	367,273	157,481	524,754	119,270	22.73%
Excess Funding Sources over Expenditures	(73,820)	171,227	0	0	0	(107,463)	
COMMUNITY DEVELOPMENT (251)							
FUNDING SOURCES	1,297,798	570,284	1,422,630	0	1,422,630	6,597	0.46%
EXPENDITURES							
SENIOR CENTER SPLOST V	733,582	0	210,755	0	210,755	0	0.00%
UNASSIGNED PROJECTS	(4,516)	(32)	112,854	0	112,854	0	0.00%
ANNA CRAWFORD CRILDRENS CENTER	4,956	4,956	3,000	0	3,000	11,931	397.69%
MALON D MIMMS BOYS & GIRLS CLUB	30,536	12,536	7,543	0	7,543	0	0.00%
BALL GROUND SENIOR CENTER	0	0	102,750	0	102,750	0	0.00%
COURT APPOINTED SPECIAL ADVOCATES	4,000	4,000	0	0	0	0	0.00%
COMMUNITY DEVELOPMENT BLOCK GRANT	120,398	36,318	157,703	0	157,703	27,004	17.12%
CHEROKEE DAY TRAINING CENTER	53,858	53,858	0	0	0	0	0.00%
CHEROKEE FAMILY VIOLENCE CENTER	38,442	20,964	8,750	0	8,750	6,597	75.40%
CANTON PUBLIC FACILITIES PROJECT	53,016	39,498	199,409	0	199,409	0	0.00%
HOLLY SPRINGS PUBLIC FACILITY PROJE	0	0	201,866	0	201,866	0	0.00%
WOODSTOCK PUBLIC FACILITIES PROJECT	34,844	34,844	0	0	0	0	0.00%
GOSHEN VALLEY BOYS RANCH	20,000	20,000	13,000	0	13,000	0	0.00%
HOME FUNDS GRANT	226,371	84,301	200,000	0	200,000	5,872	2.94%



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 12/31/2012

	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget
MUST MINISTRIES PROPERTY PURCHASE	155,408	0	150,000	0	150,000	0	0.00%
NORTH GEORGIA ANGEL HOUSE	0	0	55,000	0	55,000	0	0.00%
SENIOR CTR PUBLIC FACILITY PROJECT	48,679	48,679	0	0	0	0	0.00%
YMCA PUBLIC SERVICE PROJECT	4,283	0	0	0	0	0	0.00%
EXPENDITURES	1,523,859	359,925	1,422,630	0	1,422,630	51,404	3.61%
Excess Funding Sources over Expenditures	(226,061)	210,359	0	0	0	(44,807)	
ANIMAL SERVICES FUND (252)							
FUNDING SOURCES	964,072	242,161	940,283	0	940,283	95,886	10.20%
EXPENDITURES	915,998	227,633	940,283	0	940,283	193,956	20.63%
Excess Funding Sources over Expenditures	48,074	14,528	0	0	0	(98,070)	
DA's CONDEMNATION FUND (254)							
FUNDING SOURCES	16,487	7,341	40,000	0	40,000	1,620	4.05%
EXPENDITURES	4,695	1,519	40,000	0	40,000	1,949	4.87%
Excess Funding Sources over Expenditures	11,792	5,822	0	0	0	(329)	
DRUG ABUSE AND TREATMENT FUND (255)							
FUNDING SOURCES	135,211	39,261	169,286	0	169,286	23,232	13.72%
EXPENDITURES	109,361	25,250	169,286	0	169,286	33,555	19.82%
Excess Funding Sources over Expenditures	25,850	14,011	0	0	0	(10,323)	
VICTIM/WITNESS FUND (256)							
FUNDING SOURCES	196,524	59,844	208,556	0	208,556	29,356	14.08%
EXPENDITURES	198,031	47,584	208,556	0	208,556	51,384	24.64%
Excess Funding Sources over Expenditures	(1,507)	12,260	0	0	0	(22,028)	
DUI COURT FUND (257)							
FUNDING SOURCES	538,322	126,190	444,654	0	444,654	129,720	29.17%
EXPENDITURES	458,743	131,136	444,654	0	444,654	78,875	17.74%
Excess Funding Sources over Expenditures	79,578	(4,946)	0	0	0	50,845	
DRUG ACCOUNTABILITY COURT (258)							
FUNDING SOURCES	0	0	152,663	134,591	287,254	8,555	2.98%
EXPENDITURES	0	0	152,663	134,591	287,254	14,310	4.98%
Excess Funding Sources over Expenditures	0	0	0	0	0	(5,755)	
FIRE ADMINISTRATION FUND (270)							
FUNDING SOURCES	18,152,011	15,298,125	17,723,775	70,000	17,793,775	11,943,297	67.12%
EXPENDITURES							



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 12/31/2012

	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget
FIRE ADMINISTRATION	1,168,060	438,686	1,159,016	0	1,159,016	236,215	20.38%
FIRE MARSHALL	439,093	162,773	414,098	0	414,098	82,762	19.99%
FIRE FIGHTING	15,454,247	4,906,167	15,152,731	70,000	15,222,731	3,266,822	21.46%
FIRE PREVENTION	151,907	42,586	144,324	0	144,324	30,438	21.09%
FIRE TRAINING	760,494	295,536	853,606	0	853,606	178,877	20.96%
EXPENDITURES	17,973,800	5,845,748	17,723,775	70,000	17,793,775	3,795,114	21.33%
Excess Funding Sources over Expenditures	178,211	9,452,377	0	0	0	8,148,182	
JAIL FUND (271)							
FUNDING SOURCES	397,597	131,242	278,610	0	278,610	59,474	21.35%
EXPENDITURES	1,161,720	226,616	278,610	0	278,610	57,543	20.65%
Excess Funding Sources over Expenditures	(764,123)	(95,374)	0	0	0	1,930	
SHERIFF'S COMMISSARY FUND (272)							
FUNDING SOURCES	249,523	70,123	300,060	0	300,060	57,707	19.23%
EXPENDITURES	248,926	83,080	300,060	0	300,060	101,970	33.98%
Excess Funding Sources over Expenditures	597	(12,956)	0	0	0	(44,263)	
CONFISCATED ASSETS FUND (273)							
FUNDING SOURCES	240,365	128,920	100,360	0	100,360	18,180	18.11%
EXPENDITURES	277,535	89,329	100,360	0	100,360	100,334	99.97%
Excess Funding Sources over Expenditures	(37,170)	39,591	0	0	0	(82,154)	
HOTEL/ MOTEL TAX FUND (275)							
FUNDING SOURCES	136,179	36,540	118,467	0	118,467	14,524	12.26%
EXPENDITURES	141,280	34,040	118,467	0	118,467	22,996	19.41%
Excess Funding Sources over Expenditures	(5,101)	2,500	0	0	0	(8,472)	
IMPACT FEE FUND (295)							
FUNDING SOURCES	415,278	64,743	757,829	0	757,829	159,267	21.02%
EXPENDITURES							
LIBRARY	100,000	0	0	0	0	0	0.00%
FIRE PROTECTION	0	0	105,225	0	105,225	0	0.00%
PARKS & RECREATION	0	0	621,284	0	621,284	9,270	1.49%
ADMINISTRATIVE	0	0	16,320	0	16,320	0	0.00%
CIE PREP	0	0	15,000	0	15,000	0	0.00%
EXPENDITURES	100,000	0	757,829	0	757,829	9,270	1.22%
Excess Funding Sources over Expenditures	315,278	64,743	0	0	0	149,997	



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 12/31/2012

	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget
FUNDING SOURCES	11,518,670	50,255	18,669,294	0	18,669,294	631	0.00%
EXPENDITURES							
PARKS & RECREATION BOND	1,550	0	0	0	0	0	0.00%
2010 PARKS G.O. BONDS	(30)	(30)	0	0	0	0	0.00%
2012 G O BOND	113,975	0	0	0	0	0	0.00%
UNASSIGNED PROJECTS	0	1,021,498	18,371,788	0	18,371,788	0	0.00%
PARKS ENGINEERING/OPERATIONS	270,974	67,119	297,506	0	297,506	64,902	21.82%
PARK EQUIPMENT	172,438	45,746	0	0	0	7,025	0.00%
PARKS - CITY CLUB	18,216	5,093	0	0	0	0	0.00%
PATRIOT'S PK -KELLOGG CK/VICTORY DR	31,421	3,970	0	0	0	0	0.00%
SOCCER COMPLEX	1,157,354	293,884	0	0	0	0	0.00%
CANTON PARK ALONG THE ETOWAH	216,098	12,150	0	0	0	46,580	0.00%
HIGHWAY 20 - EAST PARK	138,109	134,544	0	0	0	0	0.00%
DUNN PROPERTY - SW PARK	270	30	0	0	0	0	0.00%
BLANKET CREEK	208,792	825	0	0	0	(76,592)	0.00%
AQUATIC CENTER	7,317,857	41,582	0	0	0	(190,051)	0.00%
GREENSPACE	275,890	275,890	0	0	0	0	0.00%
HOLLY SPRINGS PARK	116	0	0	0	0	7,355	0.00%
TWIN CREEKS SOFTBALL RENOVATIONS	18	18	0	0	0	0	0.00%
WOODSTOCK GREENPRINTGS	177,100	165,323	0	0	0	347	0.00%
WALESKA PARK	6,995	72	0	0	0	39	0.00%
WALESKA- CITY	4,143	4,053	0	0	0	0	0.00%
OLD DOSS PROPERTY	579	579	0	0	0	0	0.00%
BALL GROUND PARK	13,357	2,138	0	0	0	0	0.00%
BUFFINGTON PARK RENOVATION	0	0	0	0	0	4	0.00%
HOBGOOD PARK RENOVATIONS	1,023,979	478,601	0	0	0	(47,954)	0.00%
LIGHTING SYSTEM UPGRADES	4	0	0	0	0	0	0.00%
RIVERSIDE MAINTENANCE FACILITY	0	0	0	0	0	7,266	0.00%
UNION HILL COMMUNITY CENTER	33,802	33,802	0	0	0	0	0.00%
SEQUOYAH PARK	173,052	167,231	0	0	0	0	0.00%
RECREATION CENTER	36,715	32,554	0	0	0	208	0.00%
KENNY ASKEW PARK	28,625	19,813	0	0	0	0	0.00%
BARNETT PARK	4	0	0	0	0	26,900	0.00%
WEATHERBY PARK	2,849	0	0	0	0	0	0.00%
DWIGHT TERRY PARK	4	0	0	0	0	31,920	0.00%
CITY OF NELSON	6,026	64	0	0	0	0	0.00%
CHEROKEE MILLS LAKE ALLATOONA	0	0	0	0	0	4	0.00%



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 12/31/2012

	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget
EXPENDITURES	11,430,280	2,806,548	18,669,294	0	18,669,294	(122,049)	-0.65%
Excess Funding Sources over Expenditures	88,390	(2,756,293)	0	0	0	122,680	
SPLOST IV (321)							
FUNDING SOURCES	0	56	0	0	0	0	0.00%
EXPENDITURES							
GREENSPACE SPLOST IV	1,237,023	1,237,023	0	0	0	0	0.00%
ADMINISTRATION/ENGINEERING	168	168	0	0	0	0	0.00%
ROADS & BRIDGES	2,061	2,061	0	0	0	0	0.00%
EARNEY ROAD	7,717	7,717	0	0	0	0	0.00%
RESURFACING (R&B)	50,824	50,824	0	0	0	0	0.00%
PATCHING/SPOT OVERLAY/WID/PREP	4,782	4,782	0	0	0	0	0.00%
EXPENDITURES	1,302,576	1,302,576	0	0	0	0	0.00%
Excess Funding Sources over Expenditures	(1,302,576)	(1,302,520)	0	0	0	0	
SPLOST V (322)							
FUNDING SOURCES	24,672,530	8,978,059	9,601,797	0	9,601,797	582,563	6.07%
EXPENDITURES							
TRANSFER FOR DEBT SERVICE PAYMENTS	2,859,191	1,041,667	0	0	0	0	0.00%
LIBRARY SPLOST V	184,103	0	1,270,059	0	1,270,059	0	0.00%
PARKS & RECREATION SPLOST V	(22,366)	(38,052)	1,205,596	0	1,205,596	0	0.00%
CITY DISTRIBUTION	5,151,561	1,741,733	0	0	0	0	0.00%
ADMIN/ACCOUNTING	21,064	21,064	2,374	0	2,374	0	0.00%
ADMINISTRATION/ENGINEERING	68,363	68,363	0	0	0	683	0.00%
ROADS & BRIDGES	123,113	123,113	0	0	0	0	0.00%
ROAD PROJECTS	2,614,150	1,046,378	0	0	0	0	0.00%
TRIPP ROAD OVER MILL CREEK	9,990	9,990	0	0	0	0	0.00%
WILEY BRIDGE ROAD	3,889	0	0	0	0	0	0.00%
BELMONT TRACE	2,349	2,349	0	0	0	0	0.00%
COMMERCE BOULEVARD	0	0	0	0	0	(19,574)	0.00%
SIGN INVENTORY	11,564	0	0	0	0	0	0.00%
2008 LARP	78	78	0	0	0	0	0.00%
ADMINISTRATION BUILDING	714,044	395,737	0	6,070	6,070	13,327	219.56%
FIRE - SPLOST V	635,428	(2,046)	2,716,122	0	2,716,122	388,217	14.29%
COMMUNICATIONS - E911	324,070	155,538	412,652	0	412,652	81,731	19.81%
LAW ENFORCEMENT	1,827,735	1,827,000	3,997,368	0	3,997,368	22,813	0.57%
SENIOR CENTER SPLOST V	269,862	1,800	0	0	0	0	0.00%
AIRPORT SPLOST V	2,115,073	567,689	0	0	0	0	0.00%



Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 12/31/2012

	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget
PATRIOT'S PK -KELLOGG CK/VICTORY DR	26,033	2,838	0	0	0	0	0.00%
AQUATIC CENTER	2,100,000	0	0	0	0	0	0.00%
HOBGOOD PARK RENOVATIONS	4	0	0	0	0	56,665	0.00%
CHEROKEE MILLS LAKE ALLATOONA	23	0	0	0	0	828	0.00%
EXPENDITURES	19,039,320	6,965,239	9,604,171	6,070	9,610,241	544,690	5.67%
Excess Funding Sources over Expenditures	5,633,210	2,012,820	(2,374)	(6,070)	(8,444)	37,873	
SPLOST 2012 (323)							
FUNDING SOURCES	7,688,567	0	31,831,909	0	31,831,909	9,986,473	31.37%
EXPENDITURES	5,764,294	0	31,831,909	0	31,831,909	3,949,326	12.41%
Excess Funding Sources over Expenditures	1,924,274	0	0	0	0	6,037,146	
RESOURCE RECOVERY DEVELOPMT (375)							
FUNDING SOURCES	1,216,630	1,672,505	1,217,493	0	1,217,493	152,187	12.50%
EXPENDITURES	1,382,407	150,576	1,217,493	0	1,217,493	307,962	25.29%
Excess Funding Sources over Expenditures	(165,777)	1,521,929	0	0	0	(155,775)	
DEBT SERVICE (410)							
FUNDING SOURCES	9,721,649	6,872,059	12,945,417	0	12,945,417	3,869,288	29.89%
EXPENDITURES	11,758,214	7,139,253	12,945,417	0	12,945,417	8,543,644	66.00%
Excess Funding Sources over Expenditures	(2,036,565)	(267,194)	0	0	0	(4,674,355)	
CONFERENCE CENTER (555)							
FUNDING SOURCES	494,778	142,917	372,967	0	372,967	113,172	30.34%
EXPENDITURES	371,038	106,200	372,967	0	372,967	74,771	20.05%
Excess Funding Sources over Expenditures	123,741	36,717	0	0	0	38,401	
EMERGENCY MEDICAL SERVICES (580)							
FUNDING SOURCES	7,531,042	1,861,955	6,968,122	7,621	6,975,743	1,184,536	16.98%
EXPENDITURES	7,581,661	1,962,149	6,968,122	(10,585)	6,957,537	1,283,157	18.44%
Excess Funding Sources over Expenditures	(50,619)	(100,193)	0	18,206	18,206	(98,621)	
INSURANCE AND BENEFITS FUND (605)							
FUNDING SOURCES	10,535,847	3,833,619	9,942,354	0	9,942,354	2,312,154	23.26%
EXPENDITURES	9,759,668	2,399,419	9,942,354	0	9,942,354	2,408,229	24.22%
Excess Funding Sources over Expenditures	776,178	1,434,200	0	0	0	(96,075)	
FLEET MAINTENANCE FUND (610)							
FUNDING SOURCES	1,479,600	426,401	1,482,716	0	1,482,716	277,976	18.75%
EXPENDITURES	1,534,633	457,377	1,482,716	0	1,482,716	278,084	18.76%
Excess Funding Sources over Expenditures	(55,033)	(30,977)	0	0	0	(108)	



**Cherokee County Board of Commissioners
Funding Sources Compared to Expenditures - All Funds
As of 12/31/2012**

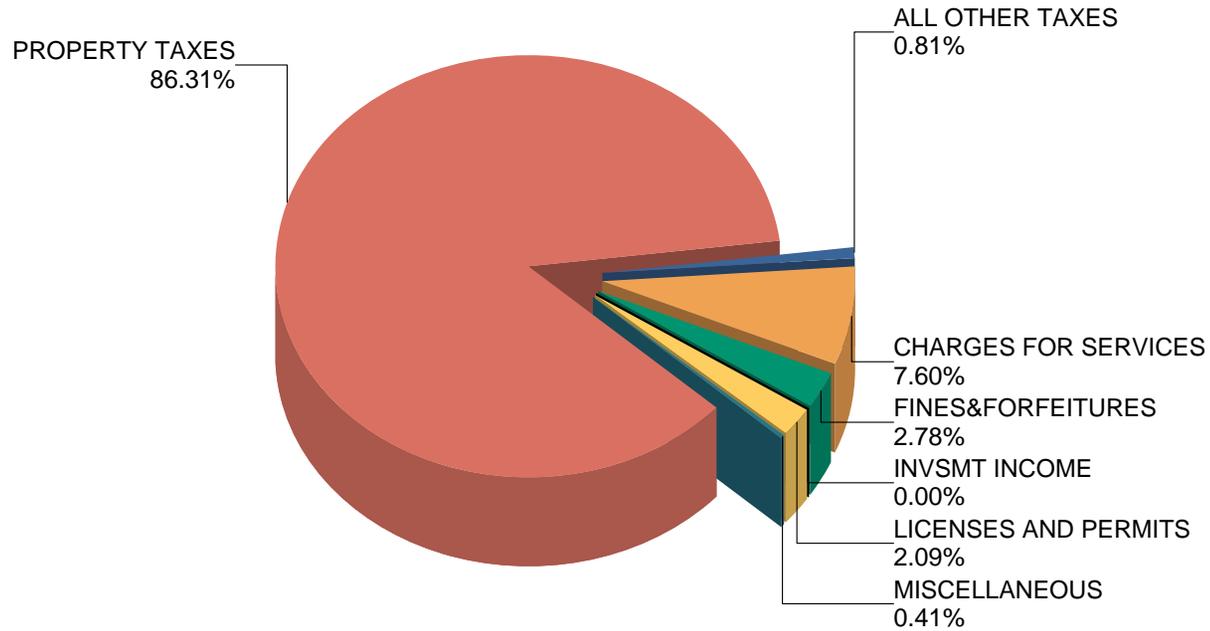
	2012 Annualized	Actual as of 12/31/2011	2013 Original Budget	Budget Adjustments	2013 Revised Budget	Actual as of 12/31/2012	% of Budget
TOTAL FUNDING SOURCES	170,752,719	97,998,378	189,528,650	419,693	189,948,343	64,591,055	34.00%
TOTAL EXPENDITURES	166,971,619	54,331,273	189,531,024	407,557	189,938,581	37,997,610	20.01%
TOTAL EXCESS FUNDING SOURCES OVER EXPENDITURES	3,781,100	43,667,105	(2,374)	12,136	9,762	26,593,445	



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
23.08% of year lapsed

	2012 Annualized	2012 YTD ACT	% of 2012 Annualized	2013 Original Budget	Budget Adjustments	2013 Revised Budget	2013 YTD ACT	% of 2013 Budget
ALL EXTERNALLY GENERATED RECURRING REVENUES								
PROPERTY TAXES	40,146,384	35,288,106	87.90 %	39,318,803	0	39,318,803	27,406,888	69.70 %
ALL OTHER TAXES	2,845,408	1,011,652	35.55 %	2,407,000	0	2,407,000	258,000	10.72 %
LICENSES AND PERMITS	621,280	(51,046)	(8.22)%	754,800	0	754,800	663,012	87.84 %
INTERGOVERNMENTAL RE	43,493	0	0.00 %	42,000	0	42,000	0	0.00 %
CHARGES FOR SERVICES	5,649,883	4,712,651	83.41 %	6,338,941	0	6,338,941	2,412,005	38.05 %
FINES AND FORFEITURE	4,944,814	1,700,949	34.40 %	4,798,177	0	4,798,177	883,713	18.42 %
INVESTMENT INCOME	12,903	2,290	17.75 %	10,000	0	10,000	811	8.11 %
MISCELLANEOUS	733,729	115,362	15.72 %	636,707	50,000	686,707	130,011	18.93 %
TOTAL EXT GEN REC REVENUES	54,997,895	42,779,964	77.78 %	54,306,428	50,000	54,356,428	31,754,440	58.42 %

General Fund Revenues By Source

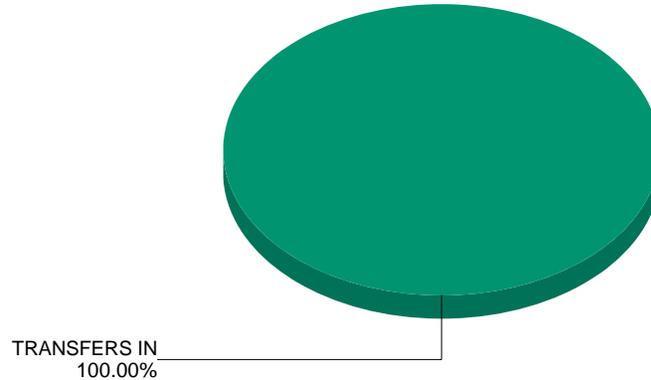




Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
23.08% of year lapsed

	2012 Annualized	2012 YTD ACT	% of 2012 Annualized	2013 Original Budget	Budget Adjustments	2013 Revised Budget	2013 YTD ACT	% of 2013 Budget
OTHER FINANCE SOURCES								
TRANSFERS IN	364,933	2,295,545	629.03 %	2,130,000	0	2,130,000	39,335	1.85 %
SALE OF ASSETS	28,221	1,500,000	5,315.28 %	0	0	0	0	0.00 %
TOTAL OTHER FINANCE SOURCES	393,154	3,795,545	965.41 %	2,130,000	0	2,130,000	39,335	1.85 %

General Fund Other Financing Sources



TOTAL INFLOWS	55,391,049	46,575,509	84.08 %	56,436,428	50,000	56,486,428	31,793,775	56.29 %
USE OF RESERVES								
TOTAL USE OF RESERVES	0	0	0.00 %	0	0	0	0	0.00 %
TOTAL FUNDING SOURCES	55,391,049	46,575,509	84.08 %	56,436,428	50,000	56,486,428	31,793,775	56.29 %



Cherokee County Board of Commissioners
Budget Comparison Report - General Fund - By Department
23.08% of year lapsed

	2012 Annualized	2012 YTD ACT	% of 2012 Annualized	2013 Original Budget	Budget Adjustments	2013 Revised Budget	2013 YTD ACT	% of 2013 Budget
EXPENDITURES								
GENERAL SERVICES								
BOARD OF COMMISSIONERS	251,437	66,928	26.62 %	240,971	50,000	290,971	55,334	19.02%
COUNTY CLERK	92,653	36,971	39.90 %	83,061	0	83,061	17,698	21.31%
COUNTY MANAGER	278,118	84,197	30.27 %	272,908	0	272,908	59,898	21.95%
ELECTIONS	691,192	135,207	19.56 %	659,503	0	659,503	234,674	35.58%
COUNTY ATTORNEY	647,906	175,947	27.16 %	675,000	0	675,000	168,051	24.90%
HUMAN RESOURCES	239,234	70,166	29.33 %	271,625	0	271,625	59,154	21.78%
TAX COMMISSIONER	1,489,572	405,686	27.24 %	1,437,250	0	1,437,250	307,744	21.41%
TAX ASSESSOR	1,634,055	441,226	27.00 %	1,599,978	0	1,599,978	371,986	23.25%
GENERAL ADMINISTRATION	145,847	106,253	72.85 %	42,616	0	42,616	14,929	35.03%
PRINTING AND COPY CENTER	114,281	23,126	20.24 %	117,204	0	117,204	31,608	26.97%
CORONER	124,158	42,813	34.48 %	102,716	0	102,716	28,751	27.99%
HEALTH AND HUMAN SERVICES	286,352	90,202	31.50 %	305,333	0	305,333	62,363	20.42%
COUNTY EXTENSION SERVICES	90,800	24,413	26.89 %	87,349	0	87,349	21,459	24.57%
GENERAL SERVICES	6,085,606	1,703,135	27.99 %	5,895,514	50,000	5,945,514	1,433,651	24.11 %
CULTURAL AFFAIRS								
CHILDREN & YOUTH SERVICES	43,210	10,913	25.26 %	44,566	0	44,566	1,484	3.33%
LIBRARY ADMINISTRATION	1,822,060	455,515	25.00 %	1,822,060	0	1,822,060	455,515	25.00%
CHEROKEE ARTS CENTER	40,000	10,000	25.00 %	40,000	0	40,000	10,000	25.00%
HISTORICAL SOCIETY	27,613	6,921	25.06 %	28,906	0	28,906	6,685	23.13%
VETERANS ADMINISTRATION	4,343	1,094	25.18 %	5,280	0	5,280	950	18.00%
CULTURAL AFFAIRS	1,937,226	484,443	25.01 %	1,940,812	0	1,940,812	474,634	24.46 %
SUPPORT SERVICES								
FINANCE	542,700	132,360	24.39 %	542,690	0	542,690	112,140	20.66%
PURCHASING	195,864	56,196	28.69 %	193,220	0	193,220	36,427	18.85%
INFORMATION TECHNOLOGY SYSTEMS	1,574,188	471,453	29.95 %	1,493,252	0	1,493,252	303,337	20.31%
SUPPORT SERVICES	2,312,752	660,008	28.54 %	2,229,162	0	2,229,162	451,904	20.27 %
JUDICIAL SERVICES								
COURT ADMINISTRATIVE SERVICES	569,468	155,691	27.34 %	602,738	0	602,738	124,251	20.61%
SUPERIOR COURT	725,900	203,698	28.06 %	704,735	0	704,735	155,831	22.11%
SUPERIOR COURT PRE-TRIAL SERV	164,005	34,239	20.88 %	143,345	0	143,345	41,367	28.86%
INDIGENT DEFENSE	1,803,693	558,069	30.94 %	1,736,882	0	1,736,882	304,619	17.54%
CLERK OF SUPERIOR COURT	2,951,183	875,568	29.67 %	2,819,146	0	2,819,146	637,633	22.62%
BOARD OF EQUALIZATION	16,740	3,374	20.16 %	25,148	0	25,148	2,097	8.34%
CLERK OF COURT - TECH	33,566	0	0.00 %	100,000	0	100,000	9,671	9.67%



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	2012 Annualized	2012 YTD ACT	% of 2012 Annualized	2013 Original Budget	Budget Adjustments	2013 Revised Budget	2013 YTD ACT	% of 2013 Budget
DISTRICT ATTORNEY	1,598,318	504,611	31.57 %	1,576,143	0	1,576,143	320,716	20.35%
STATE COURT	695,782	200,179	28.77 %	657,985	0	657,985	155,196	23.59%
STATE COURT SOLICITOR	1,363,112	402,451	29.52 %	1,339,734	0	1,339,734	290,964	21.72%
MAGISTRATE COURT	302,331	83,085	27.48 %	308,925	0	308,925	65,352	21.15%
PROBATE COURT	595,019	160,706	27.01 %	597,702	0	597,702	132,775	22.21%
JUVENILE COURT	913,625	303,652	33.24 %	779,027	0	779,027	197,846	25.40%
JUDICIAL SERVICES	11,732,742	3,485,324	29.71 %	11,391,510	0	11,391,510	2,438,320	21.40 %
LAW ENFORCEMENT								
VICE CONTROL	673,875	188,084	27.91 %	713,089	0	713,089	156,621	21.96%
LAW ENFORCEMENT ADMINISTRATION	2,776,907	897,743	32.33 %	2,715,103	0	2,715,103	518,429	19.09%
CRIME AND INVESTIGATION	2,013,376	590,177	29.31 %	2,014,176	(53,681)	1,960,495	428,290	21.85%
MAJOR CRIMES UNIT	565,370	153,290	27.11 %	559,001	0	559,001	123,559	22.10%
UNIFORM PATROL	7,566,010	2,195,275	29.01 %	7,165,753	0	7,165,753	1,651,113	23.04%
SHERIFF TRAINING DIVISION	606,174	180,070	29.71 %	726,111	0	726,111	148,572	20.46%
SPECIAL DETAIL SERVICES	123,079	28,932	23.51 %	150,148	0	150,148	17,177	11.44%
COURT SERVICES	2,728,834	769,361	28.19 %	2,694,804	0	2,694,804	613,944	22.78%
SHERIFF INTERNAL AFFAIRS	116,883	31,964	27.35 %	107,864	53,681	161,545	37,020	22.92%
SHERIFF CROSSING GUARDS	202,656	62,372	30.78 %	167,192	0	167,192	55,769	33.36%
ADULT CORRECTIONAL INSTITUTE	9,428,051	2,676,287	28.39 %	9,650,368	0	9,650,368	2,082,477	21.58%
EMS OPERATIONS	0	0	0.00 %	0	0	0	1,413	0.00%
EMERGENCY MANAGEMENT	295,645	76,987	26.04 %	235,065	0	235,065	34,215	14.56%
LAW ENFORCEMENT	27,096,861	7,850,542	28.97 %	26,898,674	0	26,898,674	5,868,599	21.82 %
COUNTY MARSHAL								
ANIMAL CONTROL	106,222	106,222	100.00 %	0	0	0	0	0.00%
COUNTY MARSHAL	106,222	106,222	100.00 %	0	0	0	0	0.00 %
COMMUNITY DEVELOPMENT								
GEOGRAPHICAL INFORMATION SYSTE	102,506	102,506	100.00 %	0	0	0	55	0.00%
BUILDING INSPECTIONS	0	0	0.00 %	0	0	0	1	0.00%
COMMUNITY DEVELOPMENT	102,506	102,506	100.00 %	0	0	0	56	0.00 %
PUBLIC WORKS								
PROPERTY MANAGEMENT	1,054,718	305,430	28.96 %	1,019,816	0	1,019,816	198,581	19.47%
LANDFILL CLOSURE/POSTCLOSURE	159,609	57,109	35.78 %	159,000	0	159,000	35,065	22.05%
PUBLIC WORKS	1,214,327	362,539	29.86 %	1,178,816	0	1,178,816	233,646	19.82 %
COMMUNITY SERVICES								
COMMUNITY SERVICES AGENCY	12,241	12,241	100.00 %	0	0	0	0	0.00%
RECYCLABLES COLLECTION	165,360	47,120	28.50 %	153,440	0	153,440	32,590	21.24%



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COMMUNITY SERVICES	177,600	59,361	33.42 %	153,440	0	153,440	32,590	21.24 %
INTERFUND TRANSFERS								
TRANSFER TO SENIOR SERVICES	432,439	47,214	10.92 %	501,428	0	501,428	125,357	25.00%
TRANSFER TO RECREATION FUND	734,114	182,672	24.88 %	729,802	0	729,802	182,450	25.00%
TRANSFER TO TRANSPORTATION	458,082	294,867	64.37 %	232,669	0	232,669	51,573	22.17%
TRANSFERS TO GRANT FUND	74,339	39,158	52.68 %	46,557	0	46,557	0	0.00%
TRANSFERS TO ANIMAL SVC FUND	233,286	187,340	80.30 %	188,067	0	188,067	47,017	25.00%
TRANSFER TO PARKS BOND FUND	75,000	0	0.00 %	0	0	0	0	0.00%
TRANS TO RRDA FUND	1,217,005	1,217,844	100.07 %	608,747	0	608,747	152,187	25.00%
TRANSFER TO EMERGENCY MEDICAL	631,210	134,501	21.31 %	686,860	0	686,860	171,715	25.00%
INTERFUND TRANSFERS	3,855,475	2,103,595	54.56 %	2,994,130	0	2,994,130	730,299	24.39 %
CAPITAL EXPENDITURES	597,341	157,405	26.35 %	73,067	0	73,067	0	0.00 %
ECONOMIC DEVELOPMENT	847,089	1,698,339	200.49 %	999,408	0	999,408	280,235	28.04 %
FLEX BENEFITS	10,112	1,823	18.03 %	20,590	0	20,590	2,043	9.92 %
WORKERS COMP/UTILITIES/OTHER ADMIN	1,543,235	281,652	18.25 %	2,661,305	0	2,661,305	745,203	28.00 %
TOTAL EXPENDITURES	57,619,094	19,056,895	33.07 %	56,436,428	50,000	56,486,428	12,691,180	22.47 %

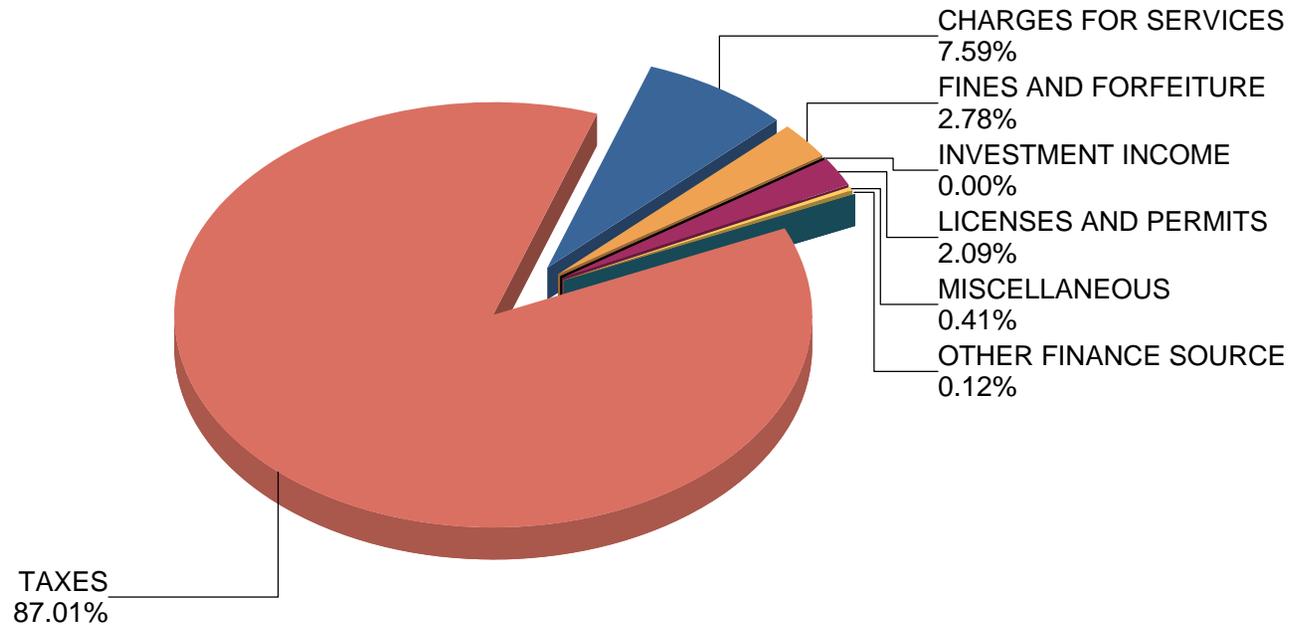


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		2012 Annualized	2012 YTD ACT	% of 2012 Annualized	2013 Original Budget	Budget Adjustments	2013 Revised Budget	2013 YTD ACT	% of 2013 Budget
ALL FUNDING SOURCES									
TAXES	31	42,991,793	36,299,758	84.43 %	41,725,803	0	41,725,803	27,664,887	66.30 %
LICENSES AND PERMITS	32	621,280	(51,046)	(8.22)%	754,800	0	754,800	663,012	87.84 %
INTERGOVERNMENTAL RE	33	43,493	0	0.00 %	42,000	0	42,000	0	100.00 %
CHARGES FOR SERVICES	34	5,649,883	4,712,651	83.41 %	6,338,941	0	6,338,941	2,412,005	38.05 %
FINES AND FORFEITURE	35	4,944,814	1,700,949	34.40 %	4,798,177	0	4,798,177	883,713	18.42 %
INVESTMENT INCOME	36	12,903	2,290	17.75 %	10,000	0	10,000	811	8.11 %
MISCELLANEOUS	38	733,729	115,362	15.72 %	636,707	50,000	686,707	130,011	18.93 %
OTHER FINANCE SOURCE	39	393,154	3,795,545	965.41 %	2,130,000	0	2,130,000	39,335	1.85 %
TOTAL ALL FUNDING SOURCES		55,391,049	46,575,509	84.08 %	56,436,428	50,000	56,486,428	31,793,775	56.29 %

General Fund All Funding Sources





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		2012	2012	%	2013	Budget	2013	2013	%
		Annualized	YTD	of 2012	Original	Adjustments	Revised	YTD	of 2013
			ACT	Annualized	Budget		Budget	ACT	Budget
EXPENDITURES									
REGULAR EMPLOYEES	511100	26,680,671	7,625,024	28.58 %	26,117,106	0	26,117,106	5,876,956	22.50 %
SALARIES/ SALARY SUPPLEMENT	511101	247,769	67,245	27.14 %	230,556	0	230,556	36,593	15.87 %
SALARIES/ COURT SERVICE	511102	40,087	6,654	16.60 %	30,000	0	30,000	11,292	37.64 %
WORKED HOLIDAY	511103	194,398	88,639	45.60 %	298,186	0	298,186	48,834	16.38 %
SALARY CONTINGENCY	511104	0	0	0.00 %	0	0	0	1,413	100.00 %
UNIFORM ALLOWANCE	511110	53,115	13,090	24.64 %	65,891	0	65,891	12,210	18.53 %
POLL WORKER	511113	207,616	38,699	18.64 %	150,000	0	150,000	112,841	75.23 %
PERFECT ATTENDANCE	511115	118,534	118,534	100.00 %	370	0	370	126,738	100.00 %
PART TIME/TEMP EMPLOYEES	511200	852,766	239,525	28.09 %	799,074	0	799,074	205,262	25.69 %
OVERTIME	511300	1,078,694	280,794	26.03 %	1,130,776	0	1,130,776	268,676	23.76 %
GROUP INSURANCE - HEALTH	512101	3,161,704	906,097	28.66 %	3,022,403	0	3,022,403	700,470	23.18 %
GROUP INSURANCE - LIFE	512102	73,131	22,573	30.87 %	67,081	0	67,081	15,160	22.60 %
GROUP INSURANCE - DENTAL	512103	155,199	45,515	29.33 %	146,647	0	146,647	33,987	23.18 %
GROUP INSURANCE-LONG TERM	512104	146,647	44,642	30.44 %	134,082	0	134,082	30,811	22.98 %
GROUP INSURANCE-SHORT TERM	512105	21,878	6,479	29.62 %	20,603	0	20,603	4,728	22.95 %
SOCIAL SECURITY (FICA) CONT	512200	1,676,965	466,104	27.79 %	1,782,192	0	1,782,192	377,167	21.16 %
MEDICARE	512300	394,190	110,861	28.12 %	416,804	0	416,804	90,290	21.66 %
RETIREMENT CONTRIBUTION/401	512402	25,455	10,134	39.81 %	21,312	0	21,312	4,722	22.16 %
DEFINED BENEFIT PLAN	512403	378	378	99.95 %	1,631,129	0	1,631,129	0	100.00 %
DEFINED BENEFIT REDUCTION	512404	0	0	0.00 %	(1,631,129)	0	(1,631,129)	0	100.00 %
UNEMPLOYMENT INSURANCE	512600	23,786	10,772	45.29 %	37,719	0	37,719	0	100.00 %
WORKER'S COMP ADMIN FEES	512700	201,163	0	0.00 %	111,036	0	111,036	7,270	6.55 %
WORKERS COMP CLAIMS	512701	221,426	29,245	13.21 %	489,436	0	489,436	197,193	40.29 %
ERIP	512800	272,390	216,632	79.53 %	0	0	0	0	100.00 %
OTHER EMPLOYEE BENEFITS	512900	6,217	2,052	33.01 %	29,000	0	29,000	1,563	5.39 %
OFFICIAL/ADMINISTRATIVE/JURY	521101	138,750	45,000	32.43 %	125,000	0	125,000	60,000	48.00 %
ADMINISTRATIVE/ WITNESS FEES	521102	7,213	983	13.62 %	11,333	0	11,333	587	5.18 %
PROFESSIONAL SERVICES	521200	1,403,180	401,352	28.60 %	1,447,078	50,000	1,497,078	290,379	19.40 %
PROF SVCS/BROKERS & REPORT	521201	345,324	111,253	32.22 %	283,329	0	283,329	66,325	23.41 %
PROFESSIONAL/COURT INTERPR	521203	81,385	21,850	26.85 %	138,333	0	138,333	16,181	11.70 %
COURT APPOINTED ATTORNEY	521204	1,487,790	480,695	32.31 %	1,345,866	0	1,345,866	241,019	17.91 %
PROF SVCS JUDICIAL ASSISTANC	521206	3,000	600	20.00 %	2,500	0	2,500	3,000	120.00 %
PROF SVCS PSYCHOLOGICAL SV	521208	0	0	0.00 %	0	0	0	1,000	100.00 %
PROF SVCS OTHER CONTRACT S	521209	0	0	0.00 %	0	0	0	25,000	100.00 %
INDIGENT BURIAL	521213	1,000	1,000	100.00 %	4,000	0	4,000	0	100.00 %
ATTORNEY FOR THE DAY	521215	186,400	56,270	30.19 %	158,000	0	158,000	30,325	19.19 %
PROF SVC/GUARDIAN AD LITEM	521216	152,400	66,913	43.91 %	99,000	0	99,000	50,008	50.51 %



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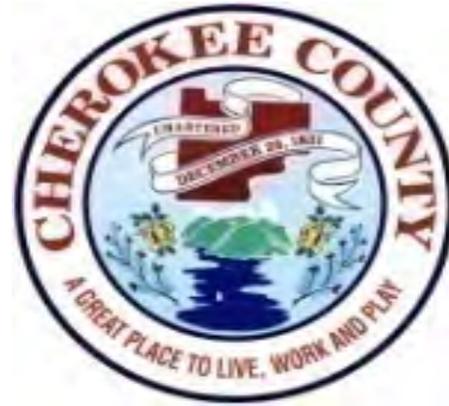
		2012	%	2013		2013	2013	%	
		Annualized	of 2012	Original	Budget	Revised	YTD	of 2013	
			Annualized	Budget	Adjustments	Budget	ACT	Budget	
PROFESSIONAL SERVICE-MEDIC.	521260	1,779,237	483,007	27.15 %	1,910,945	0	1,910,945	429,089	22.45 %
TECHNICAL	521300	142,723	68,034	47.67 %	108,368	0	108,368	27,854	25.70 %
DISPOSAL	522110	19,940	12,002	60.19 %	9,133	0	9,133	2,709	29.66 %
DISPOSAL-ENVIRONMENTAL	522116	14,887	0	0.00 %	17,095	0	17,095	3,183	18.62 %
CONSTRUCTION DISPOSAL	522117	(2,790)	(4,000)	143.37 %	0	0	0	0	100.00 %
CUSTODIAL	522130	282,512	71,534	25.32 %	286,992	0	286,992	71,748	25.00 %
LAWN CARE	522140	79,628	22,874	28.73 %	90,667	0	90,667	23,573	26.00 %
REPAIRS AND MAINTENANCE	522200	450,995	211,762	46.95 %	410,131	0	410,131	52,810	12.88 %
VEHICLE MAINTENANCE	522202	543,576	147,918	27.21 %	478,728	0	478,728	110,128	23.00 %
VEHICLE REPAIRS- INSURANCE (522203	24,736	8,770	35.45 %	0	0	0	1,660	100.00 %
EQUIPMENT SERVICE AGREEMENT	522204	96,221	0	0.00 %	128,238	0	128,238	22,920	17.87 %
RENTAL OF LAND AND BUILDING	522310	4,600	1,500	32.61 %	6,400	0	6,400	1,500	23.44 %
RENTAL OF EQUIPMENT AND VEH	522320	174,112	49,579	28.48 %	197,543	0	197,543	37,797	19.13 %
INSURANCE, OTHER BENEFITS	523100	247,763	18,107	7.31 %	408,825	0	408,825	204,414	50.00 %
INSURANCE - SURETY BONDS	523102	0	0	0.00 %	2,134	0	2,134	2,057	96.39 %
INSURANCE DEDUCTIBLES	523110	26,939	6,434	23.88 %	0	0	0	1,361	100.00 %
COMMUNICATIONS	523200	520,744	147,329	28.29 %	500,250	0	500,250	113,421	22.67 %
CELL PHONE	523201	227,807	72,492	31.82 %	212,821	0	212,821	38,691	18.18 %
POSTAGE	523250	321,380	55,696	17.33 %	323,820	0	323,820	57,091	17.63 %
ADVERTISING	523300	30,054	15,704	52.25 %	28,351	0	28,351	6,859	24.19 %
PRINTING AND BINDING	523400	28,705	10,526	36.67 %	54,866	0	54,866	3,029	5.52 %
TRAVEL	523500	151,068	38,538	25.51 %	224,766	2,500	227,266	31,968	14.07 %
DUES AND FEES	523600	63,524	15,084	23.75 %	94,124	0	94,124	24,574	26.11 %
EDUCATION AND TRAINING	523700	229,245	40,464	17.65 %	240,367	0	240,367	47,942	19.95 %
CONTRACT LABOR	523850	7,533	7,533	100.00 %	0	0	0	0	100.00 %
OTHER PURCHASED SERVICES	523900	48,012	15,259	31.78 %	50,650	0	50,650	7,117	14.05 %
AUTOMOTIVE SERVICES O/S FLE	523910	49,737	11,085	22.29 %	85,000	0	85,000	16,062	18.90 %
GENERAL SUPPLIES AND MATER	531100	831,554	292,607	35.19 %	811,197	0	811,197	124,683	15.37 %
GEN SUPPLIES/ WEAPONS & AMM	531101	215,250	70,417	32.71 %	204,529	0	204,529	9,174	4.49 %
GENERAL SUPPLIES- CUSTODIAL	531105	47,340	10,200	21.55 %	54,692	0	54,692	10,200	18.65 %
AUTOMOTIVE SUPPLIES	531150	4,726	4,556	96.40 %	18,900	0	18,900	0	100.00 %
WATER/SEWER	531210	58,140	23,751	40.85 %	241,609	0	241,609	43,048	17.82 %
NATURAL GAS	531220	22,225	6,306	28.37 %	29,940	0	29,940	3,667	12.25 %
ELECTRICITY	531230	477,127	112,047	23.48 %	1,084,334	0	1,084,334	213,968	19.73 %
GASOLINE	531270	1,060,237	307,406	28.99 %	929,142	0	929,142	164,584	17.71 %
FOOD	531300	580,830	179,179	30.85 %	591,934	0	591,934	49,069	8.29 %
BOOKS AND PERIODICALS	531400	35,304	10,156	28.77 %	26,238	0	26,238	4,471	17.04 %
SMALL EQUIPMENT	531600	176,147	64,449	36.59 %	166,780	(2,500)	164,280	14,762	8.99 %



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	2012 Annualized	2012 YTD ACT	% of 2012 Annualized	2013 Original Budget	Budget Adjustments	2013 Revised Budget	2013 YTD ACT	% of 2013 Budget
OTHER MISCELLANEOUS EQUIPM 531650	0	0	0.00 %	667	0	667	0	100.00 %
NON ASSET COMPUTER EQUIPM 531660	936,005	240,836	25.73 %	880,485	0	880,485	139,972	15.90 %
OTHER SUPPLIES 531700	326,994	107,635	32.92 %	401,955	0	401,955	52,468	13.05 %
VEHICLES 542200	410,822	10,856	2.64 %	0	0	0	0	100.00 %
COMPUTERS 542400	66,189	35,719	53.97 %	73,067	0	73,067	0	100.00 %
OTHER EQUIPMENT 542500	120,329	110,829	92.11 %	0	0	0	0	100.00 %
INTERGOVERNMENTAL 571000	90,800	24,413	26.89 %	87,349	0	87,349	21,459	24.57 %
PAYMENTS TO OTHER AGENCIES 572000	2,450,104	548,281	22.38 %	2,584,832	0	2,584,832	621,794	24.06 %
PAYMENTS TO OTHERS 573000	9,426	6,120	64.93 %	7,500	0	7,500	4,070	54.27 %
BOND PRINCIPAL 581100	175,823	183,665	104.46 %	186,291	0	186,291	45,442	24.39 %
AIRPORT LEASE PRINCIPAL 581101	99,482	0	0.00 %	138,319	0	138,319	22,648	16.37 %
BOND INTEREST 582100	272,609	117,186	42.99 %	262,141	0	262,141	66,666	25.43 %
AIRPORT LEASE INTEREST 582102	14,048	0	0.00 %	13,055	0	13,055	2,581	19.77 %
OTHER DEBT PAYMENTS 582300	58,601	1,423,852	2,429.74 %	62,415	0	62,415	58,601	93.89 %
TRANSFER TO SENIOR SERVICES 611221	432,439	47,214	10.92 %	501,428	0	501,428	125,357	25.00 %
TRANSFER TO RECREATION FUN 611225	734,114	182,672	24.88 %	729,802	0	729,802	182,450	25.00 %
TRANSFER TO TRANSPORTATIO 611240	458,082	294,867	64.37 %	232,669	0	232,669	51,573	22.17 %
TRANSFERS TO GRANT FUND 611250	74,339	39,158	52.68 %	46,557	0	46,557	0	100.00 %
TRANSFERS TO ANIMAL SVC FUN 611252	233,286	187,340	80.30 %	188,067	0	188,067	47,017	25.00 %
TRANSFER TO PARKS BOND FUN 611310	75,000	0	0.00 %	0	0	0	0	100.00 %
TRANS TO RRDA FUND 611375	1,217,005	1,217,844	100.07 %	608,747	0	608,747	152,187	25.00 %
TRANSFER TO EMERGENCY MEC 611580	631,210	134,501	21.31 %	686,860	0	686,860	171,715	25.00 %
TOTAL EXPENDITURES	57,619,094	19,056,895	33.07 %	56,436,428	50,000	56,486,428	12,691,180	22.47 %

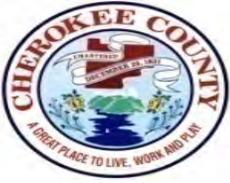


Cherokee County Board of Commissioners

CASH REPORTS

Q1 2013

OCT - DEC 2012

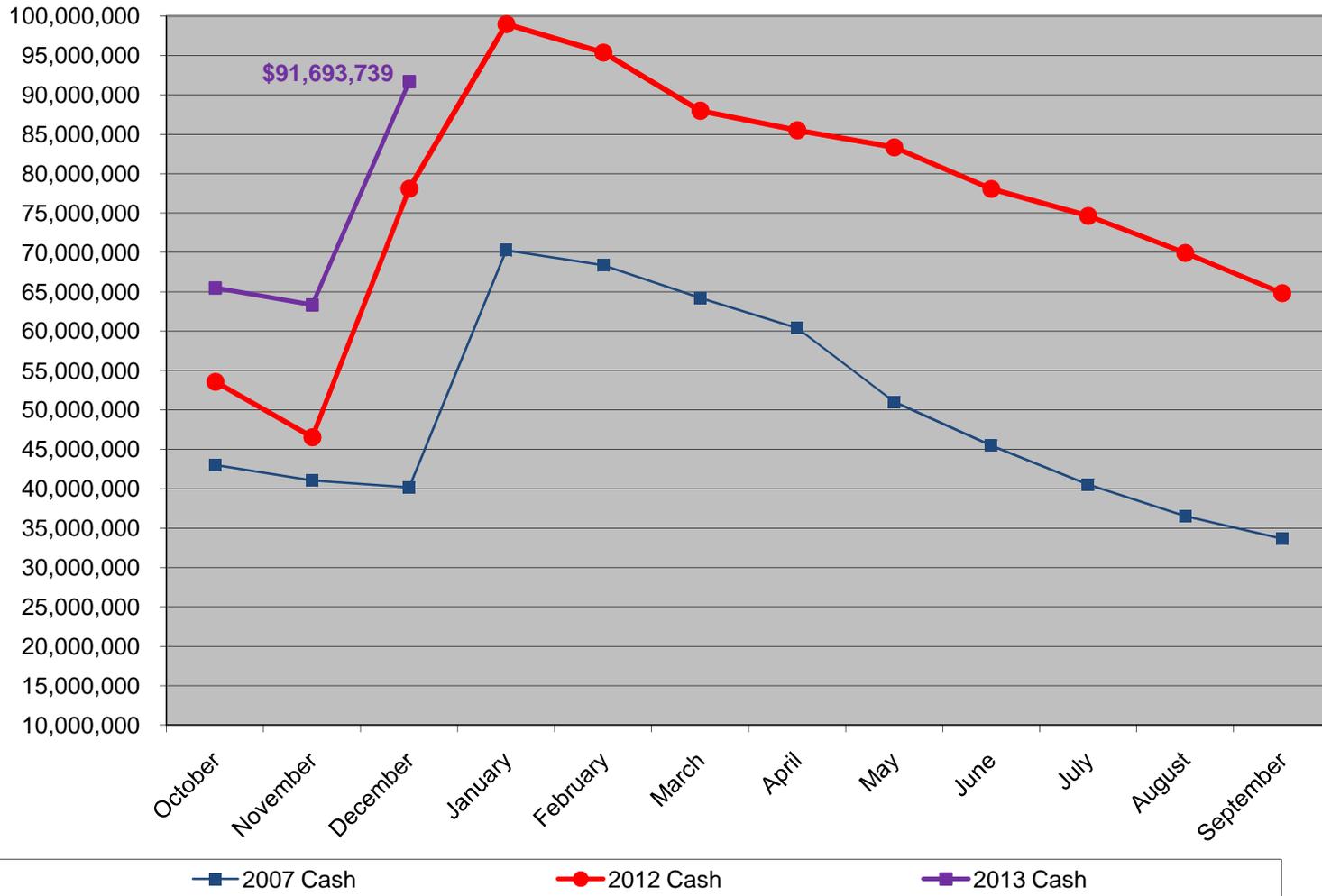


Cherokee County Board of Commissioners Cash Balance Statement

	<u>12/31/2011</u>	<u>12/31/2012</u>	<u>Increase/ Decrease</u>
General Fund	22,854,661	23,115,441	260,780
Flex Benefits	(16,686)	(58,069)	(41,383)
Law Library	(94)	(94)	(0)
E911	988,134	828,390	(159,744)
Senior Services	1,803	29,239	27,436
Parks and Recreation	91,390	378,982	287,592
Insurance Premium Fund	(51,518)	1,415,057	1,466,575
Transportation Fund	(80,982)	(63,277)	17,705
Grant Fund	(69,507)	(28,829)	40,679
Community Development	(45,419)	(61,290)	(15,871)
Animal Services	47,830	(32,879)	(80,709)
DA's Confiscation Fund	85,754	91,389	5,634
DATE Fund	533,515	553,721	20,206
Victim/ Witness Fund	13,176	7,442	(5,734)
DUI Fund	97,732	215,501	117,769
Drug Court Fund	-	(5,618)	(5,618)
Fire District Fund	9,556,066	11,359,856	1,803,791
Jail Fund	1,610,086	1,020,064	(590,022)
Hotel/ Motel Fund	(10,814)	(8,472)	2,342
RRDA Bond	-	(171,264)	(171,264)
Debt Service Fund	7,712,155	3,270,649	(4,441,505)
Conference Center Fund	190,698	292,631	101,933
Emergency Medical	132,429	(133,560)	(265,989)
Insurance/ Benefits	2,907,313	2,878,829	(28,484)
Fleet Management	(98,118)	(117,337)	(19,219)
General & Special Revenue	46,449,604	44,776,503	(1,673,101)
Impact Fee Fund	3,776,357	4,211,072	434,715
Recreation Bond Construction Fund	21,964,675	23,591,399	1,626,723
SPLOST IV Fund	5,775	(124)	(5,899)
SPLOST V Fund	5,907,470	12,938,447	7,030,977
SPLOST 2012	-	6,176,443	6,176,443
Capital Funds	31,654,278	46,917,236	15,262,958
Total Ending Cash	<u>78,103,881</u>	<u>91,693,739</u>	<u>13,589,858</u>



All Funds Cash



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

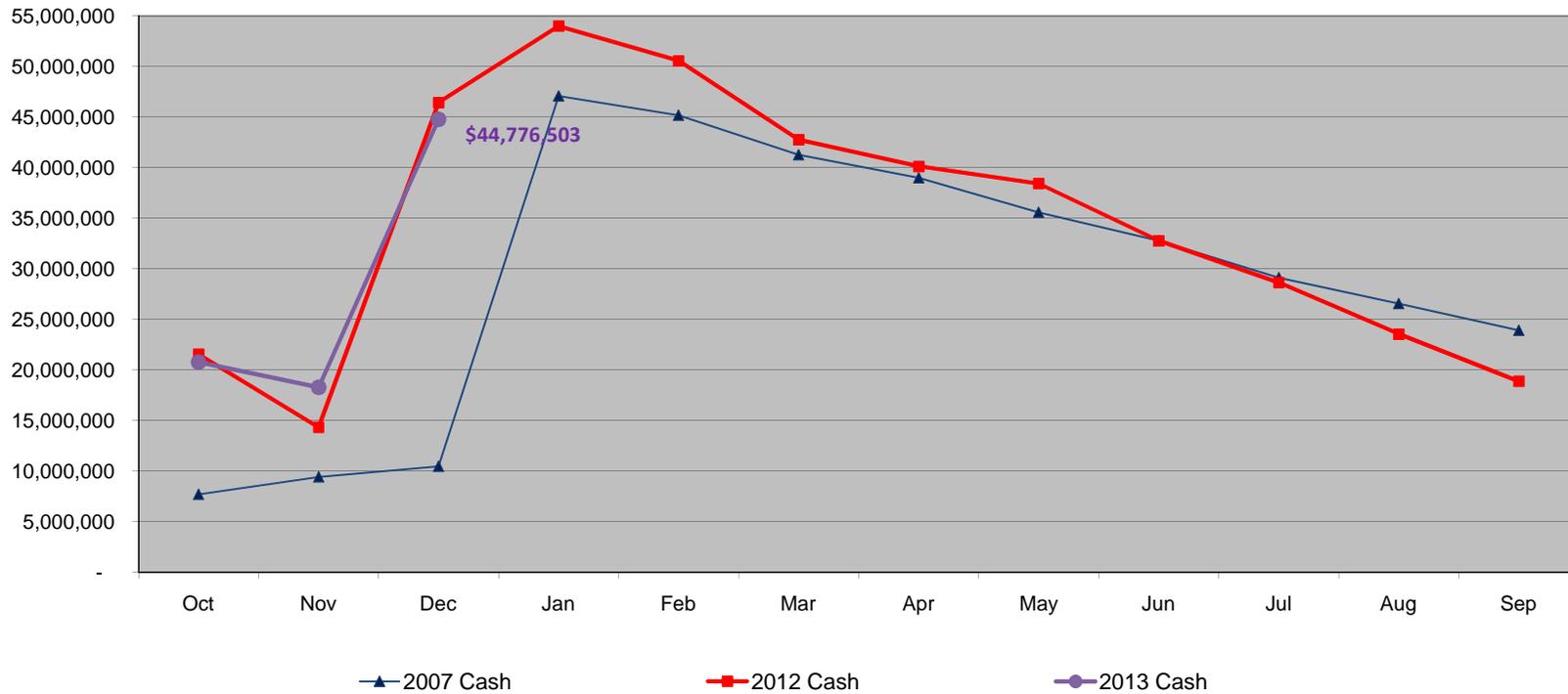


Cherokee County Board of Commissioners

Cash Balance Statement w/o Capital Funds

	Beginning Balance	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2006-2007 Actual	10,377,702	7,722,566	9,420,470	10,475,236	47,097,950	45,175,275	41,281,222	38,987,915	35,573,744	32,768,073	29,132,395	26,575,262	23,917,561
2007-2008 Actual	23,917,561	25,976,389	19,489,356	16,498,094	52,044,013	47,925,372	43,814,585	40,724,648	33,613,617	33,086,762	24,637,550	23,739,339	19,107,443
2008-2009 Actual	19,107,443	19,107,443	12,908,974	11,364,506	47,395,721	42,988,069	38,191,655	34,820,364	31,156,296	30,436,876	24,423,376	20,976,731	14,328,113
2009-2010 Actual	14,328,113	12,037,566	10,071,841	27,508,290	47,362,394	44,518,730	40,669,325	35,017,138	31,029,940	26,436,180	22,124,767	18,005,480	13,391,930
2010-2011 Actual	13,391,930	16,538,104	8,467,701	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
2011-2012 Actual	12,917,651	21,572,913	14,350,965	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	18,899,668
2012-2013 Actual	18,899,668	20,777,701	18,282,613	44,776,503									

Cash w/o Capital Funds

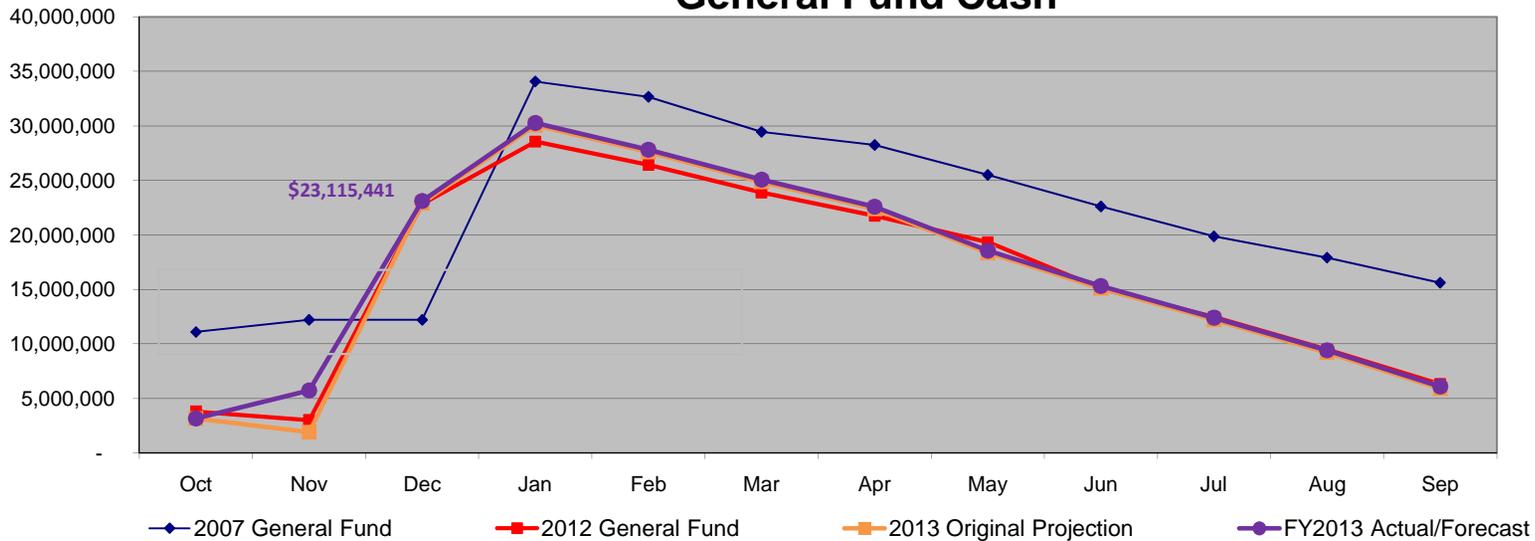




Cherokee County Board of Commissioners General Fund Cash Balance Statement

	Beginning Balance	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2006-2007 Actual	7,798,496	11,100,603	12,219,009	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
2007-2008 Actual	15,612,739	14,027,407	12,698,459	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
2008-2009 Actual	9,534,041	7,032,168	5,010,199	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
2009-2010 Actual	5,111,872	4,049,093	2,561,858	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
2010-2011 Actual	4,229,464	2,479,436	1,763,652	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
2011-2012 Actual	2,429,751	3,801,111	3,009,427	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	6,315,828
FY2013 Actual/Forecast	6,315,828	3,167,519	5,746,523	23,115,441	30,261,079	27,800,558	25,076,287	22,582,545	18,541,303	15,304,382	12,407,920	9,407,199	6,101,318
2013 Orig Cash Projection	6,315,828	3,167,519	1,904,101	22,910,685	30,056,323	27,595,802	24,871,531	22,377,789	18,336,547	15,099,626	12,203,164	9,202,443	5,896,562
Actual to Projected	-	-	3,842,422	204,756	204,756	204,756	204,756	204,756	204,756	204,756	204,756	204,756	204,756

General Fund Cash

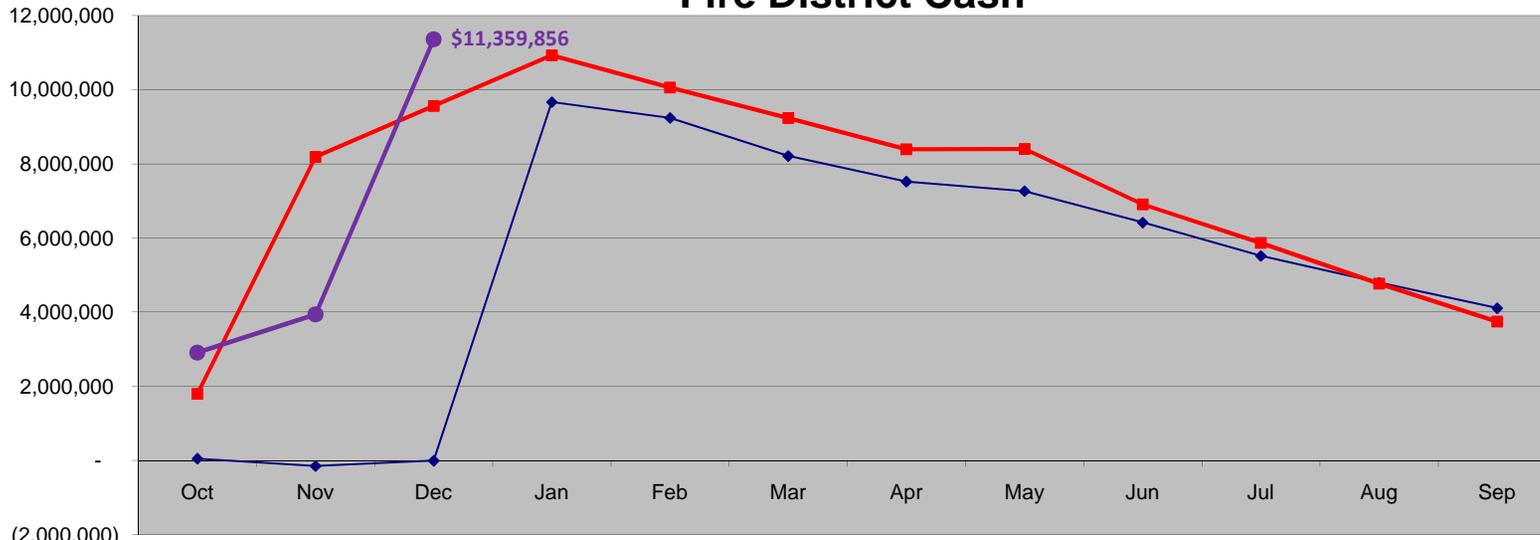




Cherokee County Board of Commissioners Fire District Cash Balance Statement

	Beginning Balance	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2006-2007 Actual	821,090	52,840	(147,917)	(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
2007-2008 Actual	4,106,657	3,492,732	2,961,521	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
2008-2009 Actual	4,648,167	3,491,722	3,042,280	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
2009-2010 Actual	3,443,761	2,623,118	1,906,747	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
2010-2011 Actual	3,570,948	2,773,096	2,273,602	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
2011-2012 Actual	2,662,988	1,796,519	8,178,675	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
2012-2013 Actual	3,748,487	2,911,051	3,939,068	11,359,856									

Fire District Cash



◆ 2007 Fire District

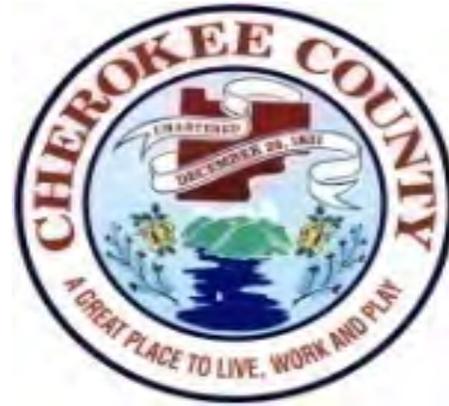
■ 2012 Fire District

● 2013 Fire District



Cherokee County Board of Commissioners
All Funds - Cash Basis Revenues
As of 12/31/12
Q1 2013

ALL FUND REVENUES BY SOURCE	2 Prior Year Actual (Oct 2010 - Sept 2011)	Prior Year Actual (Oct 2011 - Sept 2012)	Prior Year YTD Actual (Oct - Dec 2011)	FY2013 Revised Budget (Oct 2012 - Sept 2013)	Current Year Actual (Oct - Dec 2012)	Percentage of Budget
Taxes	97,024,916	102,846,711	58,551,823	101,147,100	58,823,698	58.2%
Licenses & Permits	1,023,001	1,420,370	396,279	1,354,800	515,061	38.0%
Intergovernmental (Primarily Grants)	6,044,133	4,155,108	1,194,199	8,997,508	3,271,585	36.4%
Charges for Services	30,331,943	29,456,659	10,024,764	32,922,587	8,673,389	26.3%
Fines & Forfeitures	5,976,378	5,910,742	1,553,575	6,259,621	1,471,077	23.5%
Interest	62,329	286,174	242,778	27,372	7,310	26.7%
Contributions	89,147	179,241	45,863	206,566	96,314	46.6%
Miscellaneous	2,112,459	5,103,108	2,250,231	4,464,900	967,658	21.7%
Other Financing Sources	12,099,389	24,986,614	7,037,559	5,334,816	815,684	15.3%
INFLOWS - ALL REVENUES ALL FUND	154,763,695	174,344,726	81,297,071	160,715,270	74,641,776	46.4%
USE OF RESERVES				29,134,874		
TOTAL CASH FUNDING SOURCES	154,763,695	174,344,726	81,297,071	189,850,144	74,641,776	39.3%
ALL FUND REVENUES BY FUND						
General Fund and Components (100-140)	53,854,414	59,669,649	37,482,470	56,486,428	33,047,988	58.5%
Law Library (205)	-	-	-	140,700	-	0.0%
Sheriff's Forfeitures (210)	-	-	-	175,953	-	0.0%
E-911 (215)	3,937,330	3,811,165	896,672	4,255,577	945,179	22.2%
Senior Services (221)	1,141,897	1,063,063	223,910	1,117,834	285,900	25.6%
Parks and Recreation (225)	2,672,323	3,122,438	887,427	3,733,030	948,845	25.4%
Insurance Premium Fund (230)	6,100,853	7,184,501	6,687,810	6,432,803	7,150,825	111.2%
Transportation Fund (240)	938,644	1,055,376	399,502	1,179,810	275,760	23.4%
Multiple Grant (250)	2,262,866	777,252	428,394	434,176	211,571	48.7%
Community Development Block Grant (251)	1,025,325	1,576,394	516,962	1,422,630	169,854	11.9%
Animal Services (252)	904,531	822,127	236,322	940,283	234,785	25.0%
DA's Confiscation Fund (254)	30,873	16,487	7,341	40,000	1,620	4.1%
DATE (255)	169,816	135,429	29,876	169,286	32,318	19.1%
Victim Witness (256)	194,963	200,099	45,000	208,556	41,630	20.0%
DUI Court (257)	331,969	538,322	118,105	444,654	129,720	29.2%
Drug Court (258)	-	-	-	287,254	8,555	3.0%
Fire (270)	17,935,078	18,432,222	12,358,264	17,793,775	12,004,449	67.5%
Jail (271)	423,502	401,960	96,513	278,610	89,254	32.0%
Sheriff's Commissary Fund (272)	-	-	-	300,060	-	0.0%
Confiscated Assets Fund (273)	-	-	-	100,360	-	0.0%
Hotel/ Motel (275)	105,557	134,553	25,726	118,467	23,751	20.0%
Impact Fees (295)	135,054	412,232	53,675	757,829	185,427	24.5%
Recreation Bond Construction Fund (310)	27,154	10,547,172	(971,243)	18,669,294	631	0.0%
SPLOST IV (321)	526	56	56	-	-	
SPLOST V (322)	30,474,582	28,518,367	8,445,329	9,601,797	582,563	6.1%
SPLOST 2012 (323)	-	5,185,135	-	31,831,909	9,986,473	31.4%
Resource Recovery Development (375)	154,989	2,585,049	1,672,505	1,217,493	152,187	12.5%
Debt Service (410)	13,805,421	10,904,220	6,296,169	12,945,417	3,872,079	29.9%
Conference Center (555)	327,035	485,482	139,051	372,967	107,696	28.9%
EMS (580)	4,226,520	3,872,683	1,138,935	6,968,122	1,098,853	15.8%
Insurance/Benefits (605)	11,793,913	11,386,334	3,657,361	9,942,354	2,775,888	27.9%
Fleet (610)	1,788,560	1,506,960	424,939	1,482,716	277,976	18.7%
TOTAL REVENUES ALL FUNDS	154,763,695	174,344,726	81,297,071	189,850,144	74,641,776	39.3%



Cherokee County Board of Commissioners

EMS

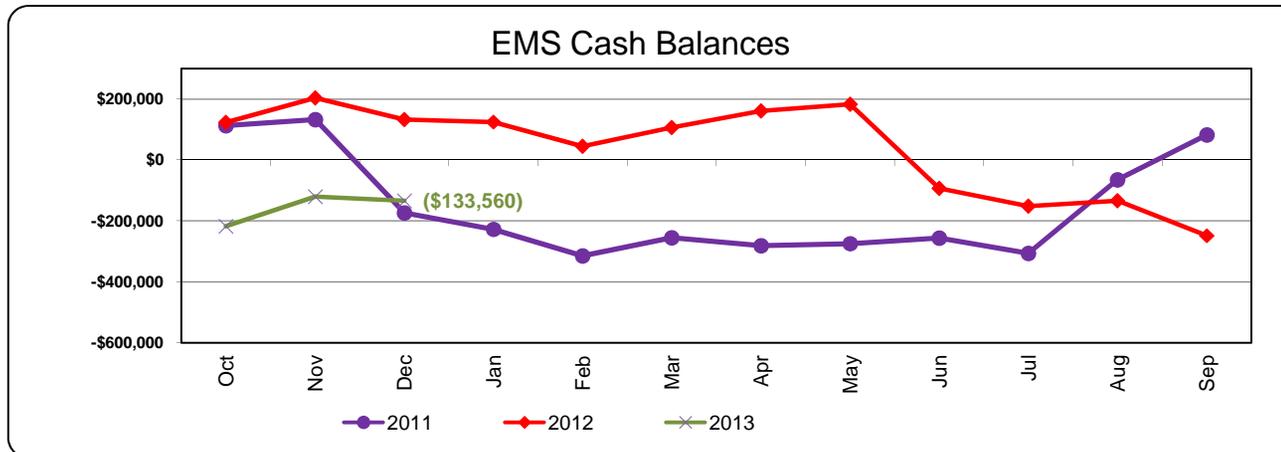
Q1 2013

OCT - DEC 2012



Cherokee County Board of Commissioners
Cash Basis Emergency Medical Services Statements
Q1 2013

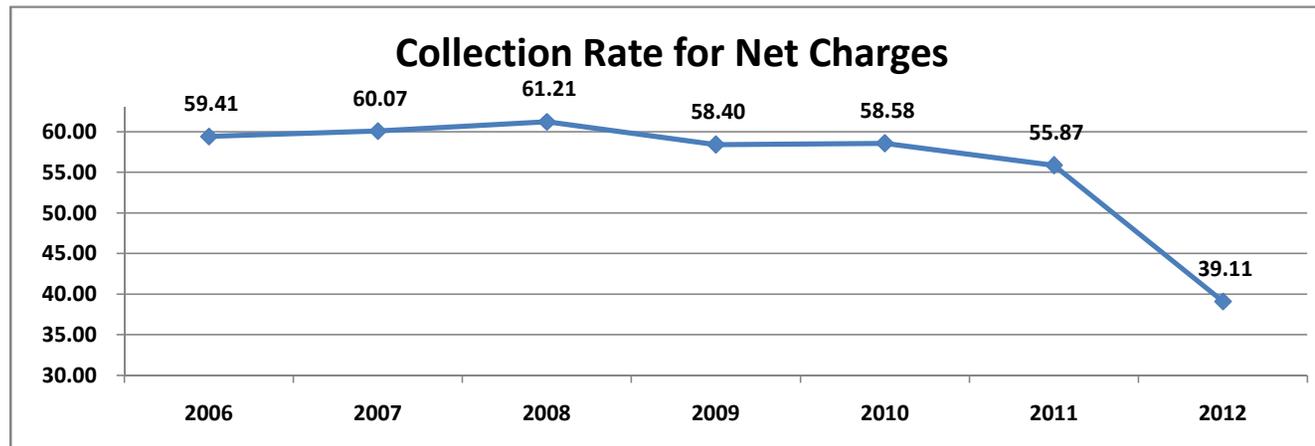
	12 Month Comparison - FY 2011	Prior Year YTD Actual (Oct -Dec 2011)	2013 Revised Budget	YTD Actual as of 12/31/2012	% of Budget
Total Cash Receipts	3,331,501	916,934	3,420,000	927,138	
Receipts Related to Prior Year				(206,013)	
Net Receipts Related to Current Year	3,331,501	916,934	3,420,000	721,125	21.09%
Salaries & Benefits	2,881,113	766,115	2,960,241	792,182	26.76%
Operating Expenses	1,027,012	315,105	1,146,619	185,959	16.22%
Total EMS Expenses	3,908,125	1,081,220	4,106,860	978,142	23.82%
Net Cash from Operations	(576,624)	(164,286)	(686,860)	(257,017)	
<u>Other Sources and (Uses)</u>					
Transfer In From General Fund	538,004	222,001	686,860	171,715	25.00%
Transfer In From Ins.Prem.Fund	350,000				
Capital Expense					
Inventories/Prepaid/Insurance/Other	(5,660)	(7,794)		(5,785)	
Contributions					
Sales of Assets					
Collection of Delayed 2012 Receipts			248,486	206,013	
Total Other Sources and (Uses)	882,344	214,207	935,346	371,943	39.77%
Total Net Cash Increased/(Expended)	305,720	49,921	248,486	114,926	
Beginning Cash Balance	(173,292)	82,498	(248,486)	(248,486)	
Ending Cash Balance	132,428	132,429	0	(133,560)	



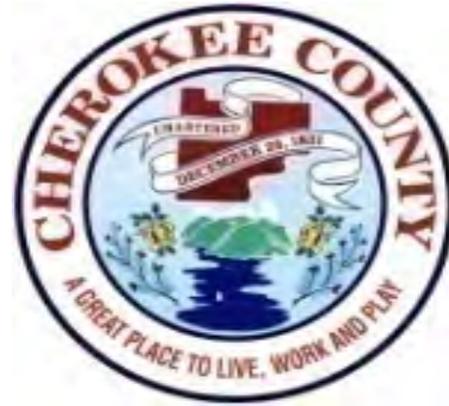


Cherokee County Board of Commissioners
Emergency Medical Services Fund
Billing and Collections

<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	2,667,665	1,822,709	48.66 %	59.41 %
2007	7,401	5,629,023	4,623,963	2,777,652	1,846,311	49.35 %	60.07 %
2008	7,373	5,567,872	4,566,433	2,795,037	1,771,395	50.20 %	61.21 %
2009	7,721	6,423,174	5,220,049	3,048,547	2,171,502	47.46 %	58.40 %
2010	8,452	7,324,778	5,692,665	3,334,479	2,358,186	45.52 %	58.58 %
2011	9,249	7,599,460	6,042,890	3,376,089	2,666,801	44.43 %	55.87 %
2012	7,367	6,280,179	5,319,525	2,080,344	3,239,181	33.13 %	39.11 %
PRIOR YRS	54,847	44,306,923	35,955,900	20,079,814	15,876,086	45.32 %	55.85 %
Oct 2012	763	634,916	581,545	121,741	459,804	19.17 %	20.93 %
Nov 2012	735	606,623	574,545	59,081	515,464	9.74 %	10.28 %
Dec 2012	615	510,949	505,369	2,497	502,872	0.49 %	0.49 %
2013 YTD	2,113	1,752,488	1,661,459	183,318	1,478,140	10.46 %	11.03 %
TOTAL	56,960	46,059,411	37,617,359	20,263,132	17,354,226	43.99 %	53.87 %



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

Q1 2013

OCT - DEC 2012

**FUND 605 - INSURANCE & BENEFITS FUND
2013 MONTHLY BUDGET**

	Weeks: Payrolls:	3 1.0	5 3.0	4 2.0	4 2.0	4 2.0	5 2.0	4 2.0	5 3.0	4 2.0	4 2.0	5 2.0	5 3.0	52 26
		October	November	December	January	February	March	April	May	June	July	August	September	2013 BUDGET
Self Insured														
Revenues														
Health Insurance		320,092	960,275	640,183	640,183	640,183	640,183	640,183	960,275	640,183	640,183	640,183	960,275	8,322,385
Dental Insurance		25,127	75,381	50,254	50,254	50,254	50,254	50,254	75,381	50,254	50,254	50,254	75,381	653,299
Pharmacy Rebates		24,375	-	-	24,375	-	-	24,375	-	-	24,375	-	-	97,500
Stoploss Reimbursements		-	-	-	-	-	-	-	-	-	-	-	-	-
COBRA/Retiree Payments		14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Total Revenue		383,594	1,049,656	704,437	704,437	704,437	704,437	704,437	1,074,031	704,437	728,812	704,437	1,074,031	9,241,185
Expenditures														
Health Insurance		417,338	695,564	556,451	556,451	556,451	695,564	556,451	695,564	556,451	556,451	695,564	695,564	7,233,863
Dental Insurance		34,873	58,121	46,497	46,497	46,497	58,121	46,497	58,121	46,497	46,497	58,121	58,121	604,461
Broker Fees		-	18,250	-	-	18,250	-	-	18,250	-	-	18,250	-	73,000
Employee Support		1,846	5,538	3,692	3,692	3,692	3,692	3,692	5,538	3,692	3,692	3,692	5,538	48,000
Capitation		-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Services		83,057	83,057	83,057	83,057	83,057	83,057	83,057	83,057	83,057	83,057	83,057	83,057	996,686
Other Purchased Services		99	99	99	99	99	99	10,099	99	99	99	99	99	11,188
Other Purchased Services - CHN		109,392	-	-	4,200	-	78,456	-	74,256	4,200	-	-	43,320	313,824
Total Expenditures		537,213	860,630	693,996	764,052	708,046	844,733	774,052	860,630	693,996	764,052	858,783	920,836	9,281,022
Net Income/ Loss on Self Insured		(153,620)	189,026	10,441	(59,615)	(3,609)	(140,296)	(69,615)	213,401	10,441	(35,240)	(154,346)	153,195	(39,837)
Other Insurance														
Revenue														
Long Term Disability		10,295	30,886	20,591	20,591	20,591	20,591	20,591	30,886	20,591	20,591	20,591	30,886	267,681
Short Term Disability		6,897	20,690	13,794	13,794	13,794	13,794	13,794	20,690	13,794	13,794	13,794	20,690	179,317
Life Insurance		8,868	26,603	17,735	17,735	17,735	17,735	17,735	26,603	17,735	17,735	17,735	26,603	230,557
401A Forfeitures		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Total Revenue		28,060	80,179	54,120	54,120	54,120	54,120	54,120	80,179	54,120	54,120	54,120	80,179	701,555
Long Term Disability		21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	257,892
Short Term Disability		14,633	14,633	14,633	14,633	14,633	14,633	14,633	14,633	14,633	14,633	14,633	14,633	175,596
Life Insurance		18,987	18,987	18,987	18,987	18,987	18,987	18,987	18,987	18,987	18,987	18,987	18,987	227,844
Total Expenditures		55,111	661,332											
Net Income/Loss on Fully Insured		(27,051)	25,068	(991)	(991)	(991)	(991)	(991)	25,068	(991)	(991)	(991)	25,068	40,223
Total Revenue		411,653	1,129,835	758,557	758,557	758,557	758,557	758,557	1,154,210	758,557	782,932	758,557	1,154,210	9,942,740
Total Expense		592,324	915,741	749,107	819,163	763,157	899,844	829,163	915,741	749,107	819,163	913,894	975,947	9,942,354
Net Income/Loss for the Fund		(180,671)	214,095	9,449	(60,607)	(4,601)	(141,288)	(70,607)	238,470	9,449	(36,232)	(155,338)	178,264	386
Fund Balance Reconciliation:														
Unreserved Fund Balance - Beginning of Month		1,521,070	1,353,219	1,580,134	1,602,403	1,554,617	1,562,836	1,434,368	1,376,582	1,627,871	1,650,141	1,626,729	1,484,212	1,521,070
Net/Income Loss for Month After Use of ERIP/ISRP Reserve		(167,851)	226,915	22,269	(47,787)	8,219	(128,468)	(57,787)	251,290	22,269	(23,412)	(142,518)	191,084	154,225
End of Month Unreserved		1,353,219	1,580,134	1,602,403	1,554,617	1,562,836	1,434,368	1,376,582	1,627,871	1,650,141	1,626,729	1,484,212	1,675,295	1,675,295
Reserved Fund Balance - Beginning of Month		1,360,211	1,347,391	1,334,571	1,321,751	1,308,931	1,296,111	1,283,291	1,270,471	1,257,652	1,244,832	1,232,012	1,219,192	1,360,211
Use of Reserve to Support Retirees		(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(153,840)
End of Month Reserved		1,347,391	1,334,571	1,321,751	1,308,931	1,296,111	1,283,291	1,270,471	1,257,652	1,244,832	1,232,012	1,219,192	1,206,372	1,206,372
Total 605 Fund Balance		2,700,610	2,914,705	2,924,154	2,863,548	2,858,947	2,717,660	2,647,053	2,885,523	2,894,972	2,858,741	2,703,403	2,881,667	2,881,667



FUND 605 - INSURANCE & BENEFITS FUND 2013 YTD ACTUAL

	October	November	December	2013 FULL YEAR BUDGET	DEC YTD ACTUAL	DEC YTD BUDGET	VARIANCE B/(W) \$	VARIANCE %
Self Insured								
Revenues								
Health Insurance	304,458	915,061	703,652	8,322,385	1,923,170	1,920,550	2,619	0.1%
Dental Insurance	24,824	74,512	52,728	653,299	152,064	150,761	1,303	0.9%
Pharmacy Rebates	18,625	-	-	97,500	18,625	24,375	(5,750)	-23.6%
Stoploss	(690)	7,289	2,026	-	8,625	-	8,625	
COBRA/Retiree Payments	18,544	17,726	14,426	168,000	50,697	42,000	8,697	20.7%
Total Revenue	365,761	1,014,588	772,832	9,241,185	2,153,181	2,137,687	15,494	0.7%
Expenditures								
Health Insurance	573,349	572,828	586,487	7,233,863	1,732,664	1,669,353	(63,311)	-3.8%
Dental Insurance	34,461	42,500	42,665	604,461	119,626	139,491	19,865	14.2%
Broker Fees	-	18,250	-	73,000	18,250	18,250	0	0.0%
Employee Support	1,818	5,383	3,636	48,000	10,837	11,077	240	2.2%
Capitation	157	157	157	-	472	-	(472)	
Administrative Services	82,940	83,037	83,298	996,686	249,275	249,172	(104)	0.0%
Other Purchased Services	99	117	108	11,188	324	297	(27)	-9.1%
Other Purchased Services-CHN	109,392	-	-	313,824	109,392	109,392	0	0.0%
Total Expenditures	802,216	722,273	716,351	9,281,022	2,240,840	2,197,031	(43,808)	-2.0%
Net Income/(Loss) on Self Insured	(436,455)	292,315	56,480	(39,837)	(87,659)	(59,345)	(28,314)	
Other Insurance								
Revenue								
Long Term Disability	9,840	29,509	20,791	267,681	60,140	61,773	(1,633)	-2.6%
Short Term Disability	6,643	19,925	13,530	179,317	40,098	41,381	(1,283)	-3.1%
Life Insurance	8,705	26,033	17,602	230,557	52,340	53,205	(865)	-1.6%
401A Forfeitures	2,065	2,083	2,248	24,000	6,395	6,000	395	6.6%
Total Revenue	27,252	77,550	54,171	701,555	158,973	162,359	(3,386)	-2.1%
Expenditures								
Long Term Disability	20,813	24,130	20,884	257,892	65,827	64,473	(1,354)	-2.1%
Short Term Disability	14,472	14,440	14,631	175,596	43,544	43,899	355	0.8%
Life Insurance	19,309	18,995	19,715	227,844	58,018	56,961	(1,057)	-1.9%
Total Expenditures	54,594	57,565	55,230	661,332	167,389	165,333	(2,056)	-1.2%
Net Income/(Loss) on Fully Insured	(27,342)	19,984	(1,059)	40,223	(8,416)	(2,974)	(5,442)	
Grand Total Revenue	393,014	1,092,137	827,003	9,942,740	2,312,154	2,300,046	12,108	0.5%
Grand Total Expense	856,810	779,838	771,581	9,942,354	2,408,229	2,362,364	(45,864)	-1.9%
Net Income/(Loss) for the Fund	(463,796)	312,300	55,422	386	(96,075)	(62,319)	(33,756)	
Budgeted Use of ISRP Reserve	12,820	12,820	12,820	102,338	38,460	38,460	0	
Effect on Unreserved Fund Balance	(450,976)	325,120	68,242	102,724	(57,615)	(23,859)	(33,756)	
Beginning Unreserved Fund Bal	1,521,070	1,070,094	1,395,213		1,521,070	1,521,070		
Ending Unreserved Fund Bal	1,070,094	1,395,213	1,463,455		1,463,455	1,497,211	(33,756)	



**FUND 605 - INSURANCE & BENEFITS FUND
FY2013 MONTHLY ACTUAL/FORECAST**

	October Actual	November Actual	December Actual	January Forecast	February Forecast	March Forecast	April Forecast	May Forecast	June Forecast	July Forecast	August Forecast	September Forecast	2013 Frcst	2013 Budget	Variance \$ B/(W)	Variance %
Self Insured																
Revenues																
Health Insurance	304,458	915,061	703,652	640,183	640,183	640,183	640,183	960,275	640,183	640,183	640,183	960,275	8,325,005	8,322,385	2,619	0.0%
Dental Insurance	24,824	74,512	52,728	50,254	50,254	50,254	50,254	75,381	50,254	50,254	50,254	75,381	654,602	653,299	1,303	0.2%
Pharmacy Rebates	18,625	-	-	-	-	-	-	24,375	-	24,375	-	24,375	91,750	97,500	(5,750)	-5.9%
Stoploss Reimbursements	(690)	7,289	2,026	-	-	-	-	-	-	-	-	-	8,625	-	8,625	
COBRA/Retiree Payments	18,544	17,726	14,426	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	176,697	168,000	8,697	5.2%
Total Revenue	365,761	1,014,588	772,832	704,437	704,437	704,437	704,437	1,074,031	704,437	728,812	704,437	1,074,031	9,256,679	9,241,185	15,494	0.2%
Expenditures																
Health Insurance	573,349	572,828	586,487	556,451	556,451	695,564	556,451	695,564	556,451	556,451	695,564	695,564	7,297,174	7,233,863	(63,311)	-0.9%
Dental Insurance	34,461	42,500	42,665	46,497	46,497	58,121	46,497	58,121	46,497	46,497	58,121	58,121	584,596	604,461	19,865	3.3%
Broker Fees	-	18,250	-	-	18,250	-	-	18,250	-	-	18,250	-	73,000	73,000	0	0.0%
Employee Support	1,818	5,383	3,636	3,692	3,692	3,692	3,692	5,538	3,692	3,692	3,692	5,538	47,760	48,000	240	0.5%
Capitation	157	157	157	-	-	-	-	-	-	-	-	-	472	-	(472)	
Administrative Services	82,940	83,037	83,298	83,057	83,057	83,057	83,057	83,057	83,057	83,057	83,057	83,057	996,790	996,686	(104)	0.0%
Other Purchased Services	99	117	108	99	99	99	10,099	99	99	99	99	99	11,215	11,188	(27)	-0.2%
Other Purchased Services-CHN	109,392	-	-	4,200	-	78,456	-	74,256	4,200	-	-	43,320	313,824	313,824	0	0.0%
Total Expenditures	802,216	722,273	716,351	693,996	708,046	918,989	699,796	934,886	693,996	689,796	858,783	885,700	9,324,830	9,281,022	(43,808)	-0.5%
Net Income/ Loss on Self Insured	(436,455)	292,315	56,480	10,441	(3,609)	(214,552)	4,641	139,145	10,441	39,016	(154,346)	188,331	(68,151)	(39,837)	(28,314)	
Other Insurance																
Revenue																
Long Term Disability	9,840	29,509	20,791	20,591	20,591	20,591	20,591	30,886	20,591	20,591	20,591	30,886	266,048	267,681	(1,633)	-0.6%
Short Term Disability	6,643	19,925	13,530	13,794	13,794	13,794	13,794	20,690	13,794	13,794	13,794	20,690	178,034	179,317	(1,283)	-0.7%
Life Insurance	8,705	26,033	17,602	17,735	17,735	17,735	17,735	26,603	17,735	17,735	17,735	26,603	229,692	230,557	(865)	-0.4%
401A Forfeitures	2,065	2,083	2,248	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,395	24,000	395	1.6%
Total Revenue	27,252	77,550	54,171	54,120	54,120	54,120	54,120	80,179	54,120	54,120	54,120	80,179	698,169	701,555	(3,386)	-0.5%
Long Term Disability	20,813	24,130	20,884	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	21,491	259,246	257,892	(1,354)	-0.5%
Short Term Disability	14,472	14,440	14,631	14,633	14,633	14,633	14,633	14,633	14,633	14,633	14,633	14,633	175,241	175,596	355	0.2%
Life Insurance	19,309	18,995	19,715	18,987	18,987	18,987	18,987	18,987	18,987	18,987	18,987	18,987	228,901	227,844	(1,057)	-0.5%
Total Expenditures	54,594	57,565	55,230	55,111	55,111	55,111	55,111	55,111	55,111	55,111	55,111	55,111	663,388	661,332	(2,056)	-0.3%
Net Income/Loss on Fully Insured	(27,342)	19,984	(1,059)	(991)	(991)	(991)	(991)	25,068	(991)	(991)	(991)	25,068	34,781	40,223	(5,442)	
Total Revenue	393,014	1,092,137	827,003	758,557	758,557	758,557	758,557	1,154,210	758,557	782,932	758,557	1,154,210	9,954,848	9,942,740	12,108	0.1%
Total Expense	856,810	779,838	771,581	749,107	763,157	974,100	754,907	989,997	749,107	744,907	913,894	940,811	9,988,218	9,942,354	(45,864)	-0.5%
Net Income/Loss for the Fund	(463,796)	312,300	55,422	9,449	(4,601)	(215,544)	3,649	164,214	9,449	38,024	(155,338)	213,400	(33,370)	386	(33,756)	
Fund Balance Reconciliation:																
Unreserved Fund Balance -																
Beginning of Period	1,521,070	1,070,094	1,395,213	1,463,455	1,485,724	1,493,944	1,291,220	1,307,690	1,484,723	1,506,993	1,557,837	1,415,319	1,521,070	1,521,070		
Net/Income Loss for Month After																
Use of ERIP/ISRP Reserve	(450,976)	325,120	68,242	22,269	8,219	(202,724)	16,469	177,034	22,269	50,844	(142,518)	226,220	120,469	154,225	(33,756)	
End of Month Unreserved	1,070,094	1,395,213	1,463,455	1,485,724	1,493,944	1,291,220	1,307,690	1,484,723	1,506,993	1,557,837	1,415,319	1,641,539	1,641,539	1,675,295	(33,756)	
Reserved Fund Balance - Beginning of Month																
	1,360,211	1,347,391	1,334,571	1,321,751	1,308,931	1,296,111	1,283,291	1,270,471	1,257,651	1,244,831	1,232,011	1,219,191	1,360,211	1,360,211	0	
Use of Reserve to Support Retirees	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(12,820)	(153,840)	(153,840)	0	
End of Month Reserved	1,347,391	1,334,571	1,321,751	1,308,931	1,296,111	1,283,291	1,270,471	1,257,651	1,244,831	1,232,011	1,219,191	1,206,371	1,206,371	1,206,371	0	
Total 605 Fund Balance	2,417,485	2,729,784	2,785,206	2,794,655	2,790,055	2,574,511	2,578,161	2,742,375	2,751,824	2,789,848	2,634,511	2,847,911	2,847,911	2,881,667	(33,756)	



Cherokee County Board of Commissioners

SPLOST

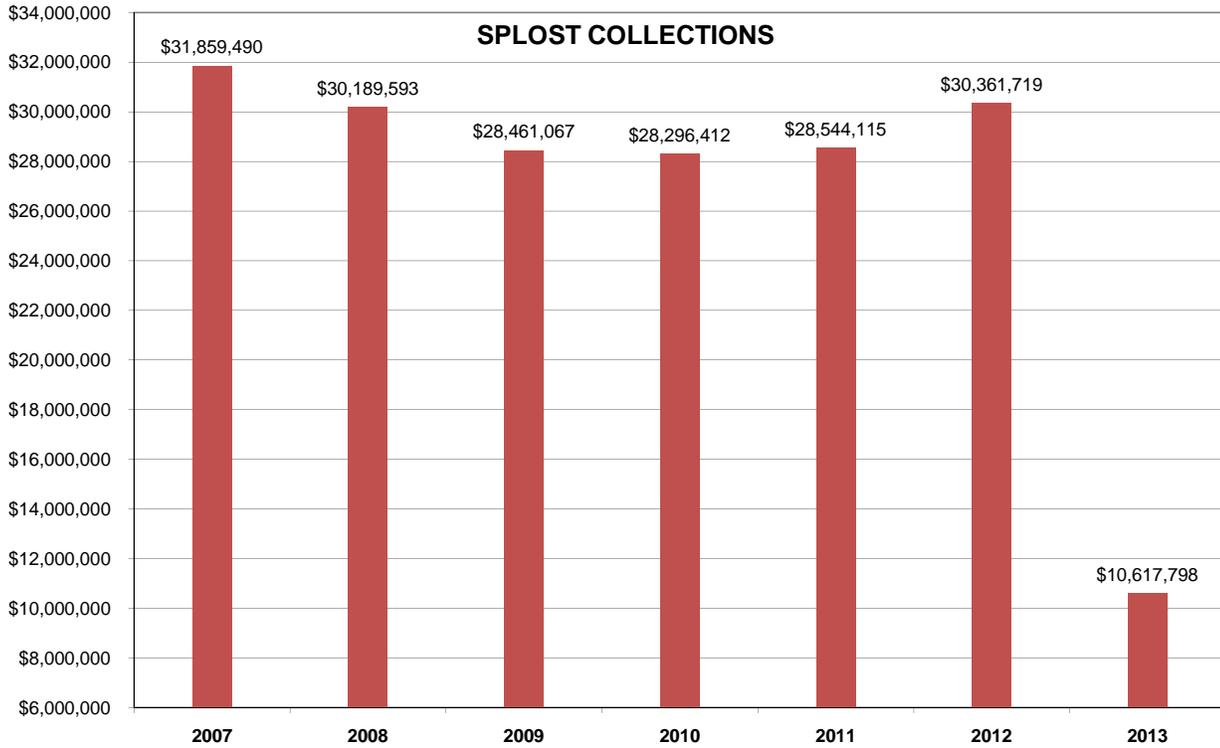
Q1 2013

OCT - DEC 2012

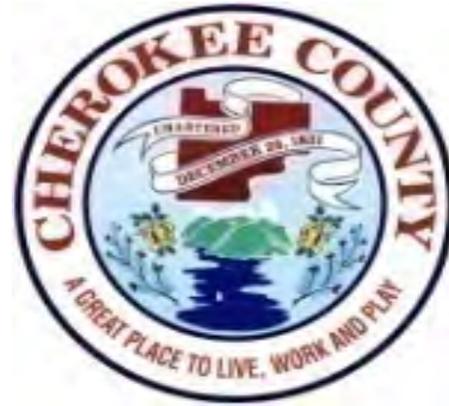


Cherokee County Board of Commissioners
Special Purpose Local Option Sales Tax
Collections (Cash Basis)

Month	2007	2008	2009	2010	2011	2012	2013	2013 V 2012	2013 V 2012
								Monthly Change	YTD Change
October	\$2,934,505	\$2,487,172	\$2,368,418	\$2,097,620	\$2,245,568	\$2,473,971	\$2,511,418	1.51%	1.51%
November	\$3,308,562	\$2,832,020	\$2,676,146	\$2,281,594	\$2,216,790	\$2,329,530	\$2,480,638	6.49%	3.93%
December	\$1,793,966	\$2,607,489	\$2,089,927	\$2,508,126	\$2,183,967	\$2,312,920	\$2,554,439	10.44%	6.04%
January	\$2,375,013	\$2,275,202	\$2,184,756	\$2,442,747	\$2,769,174	\$3,043,671	\$3,071,304	0.91%	4.50%
February	\$2,786,934	\$2,832,505	\$2,782,661	\$2,351,940	\$2,103,267	\$2,361,500		0.00%	4.50%
March	\$2,612,502	\$1,949,819	\$2,200,228	\$2,112,848	\$2,286,110	\$2,344,087		0.00%	4.50%
April	\$2,368,587	\$2,403,724	\$1,709,507	\$2,481,824	\$2,374,900	\$2,584,770		0.00%	4.50%
May	\$2,473,392	\$2,686,930	\$3,150,381	\$2,335,399	\$2,342,580	\$2,287,590		0.00%	4.50%
June	\$3,018,483	\$2,376,300	\$2,216,932	\$2,504,336	\$2,387,757	\$2,818,781		0.00%	4.50%
July	\$2,824,551	\$2,561,908	\$2,176,242	\$2,336,804	\$2,481,425	\$2,622,218		0.00%	4.50%
August	\$2,329,878	\$2,714,047	\$2,355,822	\$2,369,606	\$2,590,251	\$2,615,893		0.00%	4.50%
September	\$3,033,117	\$2,462,477	\$2,550,048	\$2,473,569	\$2,562,326	\$2,566,788		0.00%	4.50%
Totals	\$31,859,490	\$30,189,593	\$28,461,067	\$28,296,412	\$28,544,115	\$30,361,719	\$10,617,798		
YOY Change		-5.2%	-5.7%	-0.6%	0.9%	6.4%	4.5%		



PRIOR YEARS RESTATED TO SHOW COMPARABLE PERIODS (OCT X1 - SEPT X2)



Cherokee County Board of Commissioners

WORKERS COMPENSATION

Q1 2013

OCT - DEC 2012



Workers Compensation



	Two Year Comparison			
	FY2012 Annualized Budget	FY2012 Full Year Actual (based on 10/1/2011-9/30/2012)	FY2013 Budget	FY2013 1st Qtr
<u>Costs By Type</u>	-			
New Claims	\$443,061	\$427,609	\$573,710	\$127,646
Carryover Claims	\$462,005	\$349,028	\$411,500	\$177,695
Admin Costs	\$335,000	\$373,362	\$206,200	\$13,500
Total County	\$1,240,066	\$1,149,999	\$1,191,410	\$318,842
<u>Costs by Fund</u>	-			
General Fund	\$605,677	\$422,589	\$600,473	\$204,463
Fire Fund	\$220,364	\$346,446	\$203,073	\$32,929
EMS Fund	\$82,074	\$52,429	\$61,501	\$18,187
Other Funds	\$331,951	\$328,536	\$326,363	\$63,263
Total County	\$1,240,066	\$1,149,999	\$1,191,410	\$318,842

There were 3 significant ongoing claims carried over to FY2013, one settled in October for \$134,047



Cherokee County Board of Commissioners

RFP PIPELINE

Q1 2013

OCT - DEC 2012



RFP PIPELINE AT 2/14/2013

NAME (RFP/Q #)	AGENCY/ DEPT (PM)	RFQ ISSUED Y/N	BIDS RECEIVED Y/N	ANTICIPATED CONTRACT TO BOC	ESTIMATED \$ VALUE (FUNDING SOURCE)	COMMENTS
Medical Supplies (2012-16)	Fire/ES (K. Botts)	Yes	Yes	All Bids Rejected	\$185-\$195K Annually	-Rejected bids and rebidding -Will remove from next report and add back when new procurement schedule defined
Copy Center Services (2013-07)	County Manager	Yes	No	1Q 2013	\$180K (Operations)	-Due date extended to 2/21/13
Annual Surveying Services (2013-10)	Public Works (G. Morton)	Yes	Yes	1Q 2013	\$TBD (Operations)	-On call contract (only issued as needed) -Contracts being negotiated with selected firms
Annual Right-of-Way Services (2013-11)	Public Works (G. Morton)	Yes	Yes	1Q 2013	\$TBD (Operations)	-On call contract (only issued as needed) -Contracts being negotiated with selected firms
Annual Construction Materials Testing (2013-12)	Public Works (G. Morton)	Yes	Yes	1Q 2013	\$TBD (Operations)	-On call contract (only issued as needed) -Contracts being negotiated with selected firms
Annual Environmental Services (2013-13)	Public Works (G. Morton)	Yes	Yes	1Q 2013	\$TBD (Operations)	-On call contract (only issued as needed) -Contracts being negotiated with selected firms



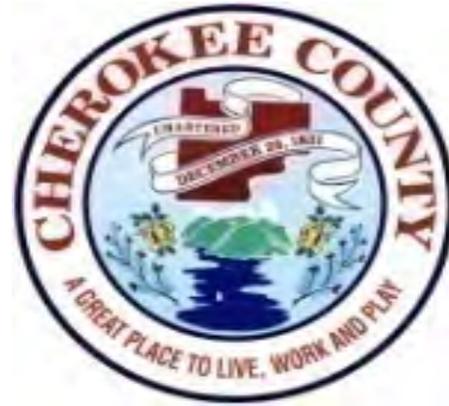
RFP PIPELINE AT 2/14/2013

NAME (RFP/Q #)	AGENCY/ DEPT (PM)	RFQ ISSUED Y/N	BIDS RECEIVED Y/N	ANTICIPATED CONTRACT TO BOC	ESTIMATED \$ VALUE (FUNDING SOURCE)	COMMENTS
Annual Guardrail Services (2013-14)	Public Works (G. Morton)	Yes	Yes	1Q 2013	\$TBD (Operations)	-On call contract (only issued as needed) -Contracts being negotiated with selected firms
Annual Traffic Striping (2013-15)	Public Works (G. Morton)	Yes	Yes	1Q 2013	\$TBD (Operations)	-On call contract (only issued as needed) -Contracts being negotiated with selected firms
Annual Traffic Signal Maintenance (2013-16)	Public Works (G. Morton)	Yes	Yes	1Q 2013	\$TBD (Operations)	-On call contract (only issued as needed) -Contracts being negotiated with selected firms
Annual Sidewalk Rehabilitation Svcs (2013-17)	Public Works (G. Morton)	Yes	Yes	1Q 2013	\$TBD (Operations)	-On call contract (only issued as needed) -Contracts being negotiated with selected firms
SR-92 at Robin Rd Intersection Imp – Design (2013-18)	Public Works (G. Morton)	Yes	Yes	1Q 2013	\$TBD (SPLOST '12)	-Transportation enhancement project -Under further review; possible interviews



RFP PIPELINE AT 2/14/2013

NAME (RFP/Q #)	AGENCY/ DEPT (PM)	RFQ ISSUED Y/N	BIDS RECEIVED Y/N	ANTICIPATED CONTRACT TO BOC	ESTIMATED \$ VALUE (FUNDING SOURCE)	COMMENTS
Aquatic Center Indoor Furnishings (2013-19)	CRPA (K. Baker)	Yes	Due 2/19/13	3/5/2013	\$62K (Parks Bond)	
Aquatic Center Outdoor Furnishings (2013-20)	CRPA (K. Baker)	Yes	Due 2/19/13	3/5/2013	\$66K (Parks Bond)	
Aquatic Center Program Equipment (2013-19)	CRPA (K. Baker)	Yes	Due 2/19/13	3/5/2013	\$27K (Parks Bond)	
EMS Billing (2013-22)	EMS (D. West)	Yes	Feb 2013	1Q 2013	\$180K (Operations)	-Replaces ADPI expired contract -11 Proposals received
Aquatic Center Natural Gas Provider (2013-23)	Capital Projects (B. Echols)	Yes	Yes	3/5/2013	\$25K (Operations)	-2 Bids received; under evaluation



Cherokee County Board of Commissioners

HEADCOUNT

Q1 2013

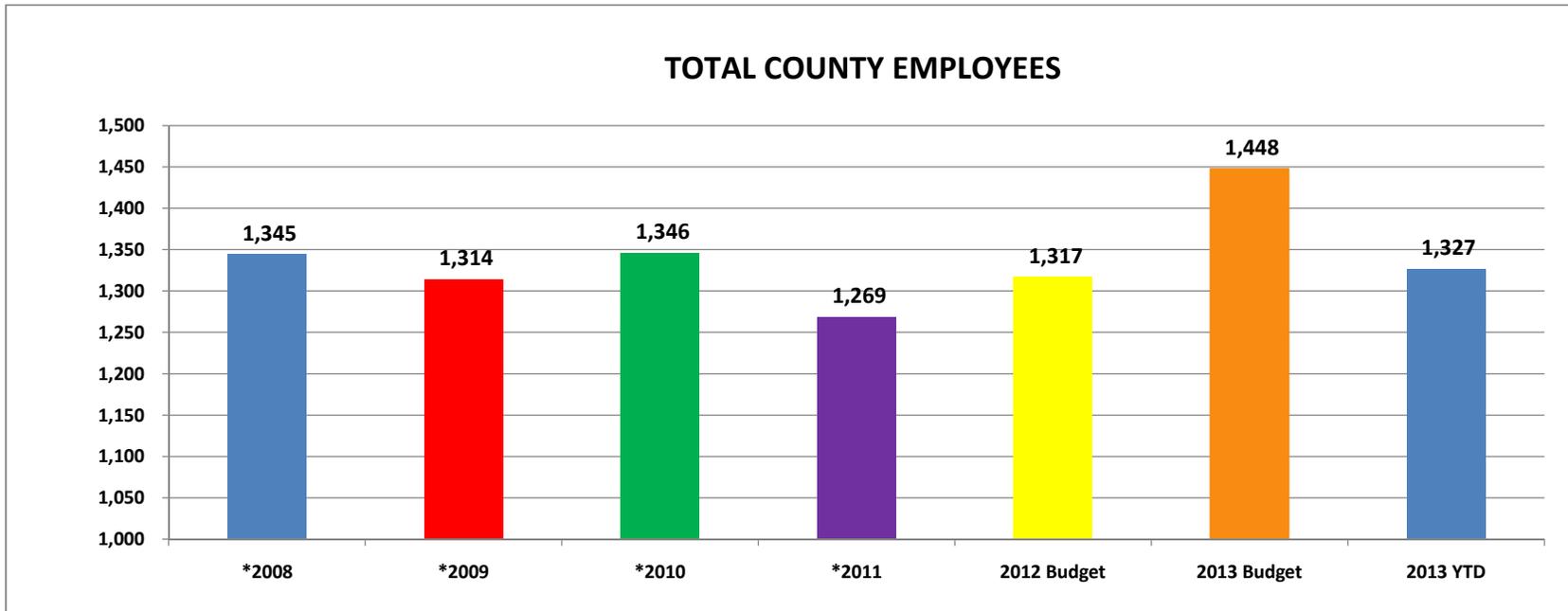
OCT - DEC 2012



2013 HEADCOUNT EXECUTIVE SUMMARY

*Average # of Filled Positions Throughout Time Period

	<u>*2008</u>	<u>*2009</u>	<u>*2010</u>	<u>*2011</u>	<u>2012 Budget</u>	<u>2013 Budget</u>	<u>2013 YTD</u>
Full Time	1,221	1,208	1,210	1,150	1,159	1,164	1,134
Permanent Part Time	124	107	136	119	158	182	102
Seasonal/ Temporary Part Time					56	102	91
Total County Employees	1,345	1,314	1,346	1,269	1,317	1,448	1,327
Adjustment for Military Leave Employees					(5)	(2)	(2)
Total Headcount Supporting County	1,345	1,314	1,346	1,269	1,312	1,446	1,325



Comparing 2013 Budget to 2012 Budget:

Full-Time positions increased by 5 primarily to staff the new Drug Accountability Court(1) and the Aquatic Center(5). These positions are covered by new revenues.
 Part- Time positions increased by 70 primarily to staff the Parks & Recreation Aquatic Center(46) and Parks & Recreation Athletics(23).
 The increase in Aquatic Center PT EEs will be covered by new revenue.
 The Athletics' increase represents more PT headcount working fewer hours resulting in zero impact to budget.

2013 NOTES:

1 additional PT Bailiff position was added after 2013 Headcount finalized.

- Judicial Services will utilize this additional PT bailiff position so all positions can work fewer hours resulting in zero impact to the operating budget.

PT and Seasonal/Temp will be under budget until the Aquatic Center opens and other Parks & Recreations programs begin their spring/summer schedules.



**Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(Based on Payroll Periods from 10/19/2012 to 12/31/2012)**

	Avg FT	Budget FT	Avg PT	Budget PT	Avg STMP	Budget STMP	Avg BD	Budget BD	Avg ST	Budget ST
GENERAL FUND										
GENERAL SERVICES										
11110000 BOARD OF COMMISSIONERS	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11130000 COUNTY CLERK	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11320000 COUNTY MANAGER	3.00	3.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
11400000 ELECTIONS	7.00	7.00	2.00	2.00	75.33	1.00	1.67	3.00	0.00	0.00
11540000 HUMAN RESOURCES	3.50	4.00	0.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11545000 TAX COMMISSIONER	24.83	26.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00
11550000 TAX ASSESSOR	30.00	30.00	1.00	1.00	0.00	0.00	3.00	13.00	0.00	0.00
13700000 CORONER	1.00	1.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL GENERAL SERVICES	75.33	77.00	6.83	6.00	75.33	3.00	4.67	16.00	0.00	0.00
SUPPORT SERVICES										
11510000 FINANCE	6.96	6.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11517000 PURCHASING	2.67	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11535000 INFORMATION TECHNOLOGY SYSTEMS	10.50	11.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPORT SERVICES	20.13	20.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JUDICIAL SERVICES										
12100000 COURT ADMINISTRATIVE SERVICES	6.00	6.00	14.17	15.00	0.00	0.00	0.00	0.00	0.00	0.00
12150000 SUPERIOR COURT	6.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	3.67	6.00
12160000 SUPERIOR COURT PRE-TRIAL SERV	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12165000 INDIGENT DEFENSE	3.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12180000 CLERK OF SUPERIOR COURT	50.17	50.00	7.17	8.00	1.17	3.00	0.00	0.00	0.00	0.00
12181000 BOARD OF EQUALIZATION	0.00	0.00	0.00	0.00	0.00	0.00	3.67	12.00	0.00	0.00
12200000 DISTRICT ATTORNEY	22.17	23.00	1.00	1.00	0.00	0.00	0.00	0.00	6.33	10.00



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(Based on Payroll Periods from 10/19/2012 to 12/31/2012)

	Avg FT	Budget FT	Avg PT	Budget PT	Avg STMP	Budget STMP	Avg BD	Budget BD	Avg ST	Budget ST
12300000 STATE COURT	6.77	7.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12310000 STATE COURT SOLICITOR	22.17	23.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
12400000 MAGISTRATE COURT	2.00	2.00	4.33	6.00	0.00	0.00	0.00	0.00	0.00	0.00
12450000 PROBATE COURT	9.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12600000 JUVENILE COURT	5.83	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL JUDICIAL SERVICES	134.10	137.77	28.67	32.00	1.17	3.00	3.67	12.00	10.00	16.00
LAW ENFORCEMENT										
13222000 VICE CONTROL	11.00	11.00	0.00	0.00	0.00	0.00	0.00	0.00	1.33	2.00
13310000 LAW ENFORCEMENT ADMINISTRATION	19.33	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13321000 CRIME AND INVESTIGATION	28.33	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13322000 MAJOR CRIMES UNIT	9.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13323000 UNIFORM PATROL	115.67	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13340000 SHERIFF TRAINING DIVISION	9.17	7.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13360000 COURT SERVICES	53.67	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13390000 SHERIFF INTERNAL AFFAIRS	2.67	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13391000 SHERIFF CROSSING GUARDS	0.00	0.00	13.00	14.00	0.00	0.00	0.00	0.00	0.00	0.00
13420000 ADULT CORRECTIONAL INSTITUTE	123.67	130.00	4.17	5.00	0.00	0.00	0.00	0.00	0.00	0.00
13630000 EMS OPERATIONS	0.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13920000 EMERGENCY MANAGEMENT	1.00	2.00	0.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LAW ENFORCEMENT	373.67	385.00	17.83	19.00	0.00	0.00	0.00	0.00	1.33	2.00
PUBLIC WORKS										
11565000 PROPERTY MANAGEMENT	8.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PUBLIC WORKS	8.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



**Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(Based on Payroll Periods from 10/19/2012 to 12/31/2012)**

	Avg FT	Budget FT	Avg PT	Budget PT	Avg STMP	Budget STMP	Avg BD	Budget BD	Avg ST	Budget ST
COMMUNITY SERVICES										
14540000 RECYCLABLES COLLECTION	1.00	1.00	3.33	4.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY SERVICES	1.00	1.00	3.33	4.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL GENERAL FUND	612.23	629.73	56.67	61.00	76.50	6.00	8.33	28.00	11.33	18.00
OTHER FUNDS										
INSURANCE PREMIUM										
21516000 DEVELOPMENT SERVICES CENTER	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21536000 GIS/MAPPING	3.50	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* 23910000 ANIMAL CONTROL	6.85	6.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24100000 ROADS AND BRIDGES	35.33	35.00	0.00	0.00	3.00	10.00	0.00	0.00	0.00	0.00
24252000 STORMWATER MGT ENGINEERING	3.00	3.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
24270000 ENGINEERING DEVELOPMENT SERVIC	3.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24271000 ENGINEERING	4.10	4.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27110000 CONSERVATION ADMINISTRATION	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27220000 BUILDING INSPECTIONS	7.00	7.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27410000 PLANNING AND LAND USE	5.00	5.00	0.00	0.00	0.00	0.00	4.33	14.00	0.00	0.00
* 27451000 CODE ENFORCEMENT	7.97	7.22	0.00	0.00	0.00	0.00	0.67	7.00	0.00	0.00
TOTAL INSURANCE PREMIUM	80.75	80.42	1.00	1.00	3.00	10.00	5.00	21.00	0.00	0.00
DUI COURT										
22320000 DUI COURT	0.98	0.98	0.42	0.50	0.00	0.00	0.00	0.00	0.00	0.00
22320555 DUI/DRUG COURT GRANT	0.25	0.25	0.42	0.50	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DUI COURT	1.23	1.23	0.83	1.00	0.00	0.00	0.00	0.00	0.00	0.00

* Headcount not truly exceeded - only a change in department allocations. Overall no impact to Agency headcount or operating budget.



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(Based on Payroll Periods from 10/19/2012 to 12/31/2012)

	Avg FT	Budget FT	Avg PT	Budget PT	Avg STMP	Budget STMP	Avg BD	Budget BD	Avg ST	Budget ST
FIRE FUND										
23510000 FIRE ADMINISTRATION	12.00	11.00	0.67	2.00	0.00	0.00	0.00	0.00	0.00	0.00
23515000 FIRE MARSHALL	4.50	4.50	0.83	1.00	0.00	0.00	0.00	4.00	0.00	0.00
23520000 FIRE FIGHTING	194.33	196.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00
23530000 FIRE PREVENTION	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23540000 FIRE TRAINING	5.00	5.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FIRE FUND	217.83	218.50	2.50	24.00	0.00	0.00	0.00	4.00	0.00	0.00
E-911										
23800000 EMERGENCY 911 TELEPHONE FUND	48.65	48.68	4.83	9.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL E-911	48.65	48.68	4.83	9.00	0.00	0.00	0.00	0.00	0.00	0.00
ANIMAL SERVICES										
* 23911000 ANIMAL SHELTER	15.07	15.00	1.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ANIMAL SERVICES	15.07	15.00	1.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00
SENIOR SERVICES										
25521000 SENIOR SERVICES FUND	14.00	14.00	6.67	7.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SENIOR SERVICES	14.00	14.00	6.67	7.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSPORTATION										
25541000 TRANSPORTATION SERVICES	11.84	12.15	3.50	4.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSPORTATION	11.84	12.15	3.50	4.00	0.00	0.00	0.00	0.00	0.00	0.00
PARKS & REC										
26110000 PARKS AND RECREATION ADMIN	3.75	3.75	0.00	0.00	0.00	0.00	0.83	4.00	0.00	0.00
26120000 PARKS AND RECREATION PROGRAMS	2.83	3.00	7.67	14.00	0.33	17.00	0.00	0.00	0.00	0.00

* Headcount not truly exceeded - only a change in department allocations. Overall no impact to Agency headcount or operating budget.



Cherokee County Board of Commissioners
Average Active County Headcount Report - All Funds
(Based on Payroll Periods from 10/19/2012 to 12/31/2012)

	Avg FT	Budget FT	Avg PT	Budget PT	Avg STMP	Budget STMP	Avg BD	Budget BD	Avg ST	Budget ST
26124000 AQUATIC CENTER	0.00	5.00	0.00	27.00	0.00	19.00	0.00	0.00	0.00	0.00
26130000 PARKS AND RECREATION ATHLETICS	4.00	4.00	7.17	17.00	11.17	49.00	0.00	0.00	0.00	0.00
26220000 PARKS AND REC MAINTENANCE	13.42	14.75	2.83	4.00	0.00	1.00	0.00	0.00	0.00	0.00
TOTAL PARKS & REC	24.00	30.50	17.67	62.00	11.50	86.00	0.83	4.00	0.00	0.00
REC CONSTRUCTION										
36180000 RECREATION FACILITIES	2.85	2.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REC CONSTRUCTION	2.85	2.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COMMUNITY DEVELOPMENT										
27340000 COMMUNITY DEVELOPMENT	1.84	2.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY DEVELOPMENT	1.84	2.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EMS										
53630000 EMS OPERATIONS	54.83	55.00	1.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EMS	54.83	55.00	1.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00
FLEET										
61595000 FLEET MAINTENANCE	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FLEET	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRANTS										
23310000 LAW ENFORCEMENT GRANT	0.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23920555 EMERGENCY MANAGEMENT	0.33	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
25436555 OTHER ASSISTANCE	3.33	5.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL GRANTS	4.00	5.00	2.00	2.00	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 10/19/2012 to 12/31/2012)**

	Avg FT	Budget FT	Avg PT	Budget PT	Avg STMP	Budget STMP	Avg BD	Budget BD	Avg ST	Budget ST
V/W FUND										
22200000 FAMILY COURT	1.50	2.00	0.67	1.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL V/W FUND	1.50	2.00	0.67	1.00	0.00	0.00	0.00	0.00	0.00	0.00
INSURANCE AND BENEFITS FUND										
61595555 INSURANCE AND BENEFITS FUND	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INSURANCE AND BENEFITS FUND	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER FUND										
22151000 DRUG COURT	0.67	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34215000 ENGINEERING/SPLOST VI	2.60	3.60	2.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00
34216000 ROADS & BRIDGES/SPLOST VI	29.00	31.00	1.50	2.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FUND	32.27	35.60	3.50	5.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FUNDS	521.65	534.27	45.17	122.00	14.50	96.00	5.83	29.00	0.00	0.00
GRAND TOTAL	1133.89	1164.00	101.83	183.00	91.00	102.00	14.17	57.00	11.33	18.00

NOTES -

- Average HeadCount = For each position, the number of employees paid per pay period divided by the number of payroll periods reported.
- Adjustments made for employees allocated to more than one organization
- Example: Position #12345 was not filled on Jan 1, but was filled on Jan 15. Therefore for this position 1 employee was paid for 1 out of 2 payrolls. So for January, the position headcount = 1 / 2 = .50

Actual Number of Budget Board members is 72, but if not paid, then they will not be reflected on the report.

FT= Full Time PT= Permanent Part Time STMP= Seasonal/Temporary Part Time BD= Advisory Board Members ST= State Employee

Cobb County Sign Code

Electronic Signs

Animated illumination or effects means illumination or effects with action, motion, moving characters or flashing lights. This may require electrical energy, but shall also include wind actuated devices. Specifically included is any motion picture or video mechanism used in conjunction with any outdoor advertising structure in such a manner as to permit or allow the images to be visible from any public right-of-way. **This definition also does not include electronic message signs as permitted within this article.**

Animated signs means a sign which contains the appearance of movement to depict action or to create a special effect or scene, **including any electronic sign which contains anything other than static messages or changes its message more often than permitted by this ordinance.**

Distance means the measurement in lineal feet from the closest point of the sign to the nearest property line or to the closest point of another sign, as the case may be.

Electronic sign means a sign whose message may be changed at intervals by computer controller, microprocessor controller or by remote control, and whose message is displayed through the use of LED, LCD, plasma or other similar type panels or screens, including devices known as commercial electronic message signs and similar devices.

Flag means a piece of fabric or other flexible material solely containing distinctive colors, patterns, standards, words or emblems used as the symbol of an organization or entity.

Flashing means a pattern of changing light illumination where the light intensity alternates suddenly during display of a message for the purpose of drawing attention to the sign. **The term "flashing" excludes Electronic Signs which are operated in conformity with this ordinance.**

Frame effect means a visual effect on an Electronic Sign which depicts movement, fading, mosaic flips, wipes, or other changing effects associated with the transition from one static message to another.

Freestanding sign means a self-contained sign which is physically independent of any building or other structure, including a portable display sign; but not including any off-premises outdoor advertising sign, any canopy sign, any residential subdivision/development sign, any sign for a nonresidential use in a residential zone, any sign designated under [section 134-372](#) or temporary signs.

Sec. 134-313. - General regulations

- (o) *Electronic signs.* Electronic signs may be used in accordance with the following provisions, provided that legal non-conforming off premise outdoor advertising signs shall not be converted to electronic signs except in accordance with the provisions of [section 134-318.1](#)

(1) The following shall apply to all electronic signs:

- a. **Electronic signs shall only be used as freestanding signs** and shall not be allowed as canopy, wall or awning signs as defined in this ordinance.
- b. **Electronic signs shall contain static messages only**, and shall not have movement nor flashing on any part of the sign structure, design, or pictorial segment of the sign, nor shall such sign have varying light intensity during the display of any single message. Transitions between messages shall not use frame effects or other methods which result in movement of a displayed image during such transition.
- c. Electronic signs must operate within brightness levels as established in this ordinance.
- d. **Each sign must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change.**
- e. The owner of said electronic sign shall provide to the code enforcement division manager, information for a 24-hour contact able to turn off the electronic sign promptly if a malfunction occurs. **If, at any time more than 50 percent of the digital display lights malfunction or are no longer working, the owner of said electronic sign shall turn off the electronic display until repairs are made.**
- f. In the course of processing a complaint, the staff of Cobb County may request a certification of the brightness (under measurement conditions) by an independent contractor (if such has not been certified within the preceding 12 months). If this investigation and certification indicates that the electronic sign exceeds the brightness levels specified in this ordinance, the owner of the sign, within 24 hours of a request by the staff of Cobb County, shall turn off the sign until the brightness of the sign is corrected to comply with this ordinance at owner's expense.
- g. Any electronic sign whose face or structure is physically removed for whatever cause must alter the sign to comply with this ordinance.
- h. ~~Any electronic sign that does not comply with this ordinance may re-permit the sign in accordance with the operational standards listed above at no charge until December 31, 2011.~~
- i. No electronic sign shall utilize, house or contain any interactive features or components, or function as an interactive sign.
- j. **Electronic signs shall not be allowed in residential zones.**

(2) Electronic signs located on non-residentially zoned property: Electronic signs may be utilized for and in conjunction with any sign permitted by this ordinance on non-residentially zoned property,

provided that each such electronic sign shall comply with the following requirements in addition to and in conjunction with those specified in subsection (1) hereinabove:

- a. Must be located on a property/lot with at least 200 feet of public road frontage on one road (if abutting more than one public road, sign may only be erected along a road with more than 200 feet of frontage) and cannot be within 200 feet of another electronic sign that may be permitted on the same property/lot. For the purposes of measurement, mitered corners will not be included in road frontage calculations.
- b. **Electronic messaging portion of sign shall not exceed 32 square feet per allowable sign area and may not have more than two electronic sign areas per sign.**
- c. **Each individual static message must be displayed for not less than 20 seconds.**
- d. **Electronic signs located on non-residentially zoned property may not operate at brightness levels of more than 0.20 foot candles above ambient light levels (at measurement conditions) as measured at a distance of 125 feet.**
- e. If the electronic sign is located in the line of sight of a residentially occupied structure on a residentially zoned property, such electronic sign shall not operate at brightness levels of more than 0.1 foot candles above ambient light levels (at measurement conditions) as measured at the nearest portion of such residential structure.

(p) *Prohibited signs.* The following signs are prohibited in any zoning district in the unincorporated areas of the county:

- (1) Banners and streamers, except as specifically allowed under this article.
- (2) Signs which produce noise or sounds capable of being heard even though the sounds produced are not understandable sounds. This subsection does not prohibit radio transmissions used in conjunction with any sign.
- (3) Signs which emit visible smoke, vapor, particles or odors.
- (4) Signs which are erected or maintained upon trees, utility poles or painted or drawn upon rocks or other natural features.
- (5) Permanent window signs which collectively cover more than 50 percent of the window glass surface area.
- (6) Bench, covered shelter or bus shelter advertising signs other than as authorized by Cobb Community Transit.
- (7) **Flashing signs, except electronic signs as allowed in this article.**

- (8) Signs which advertise illegal activity or depict nudity, sexual conduct, obscene or pornographic material as defined in the United States and state codes such as O.C.G.A. § 16-12-80 and O.C.G.A. § 16-12-81, and relevant case law, as may be amended from time to time, or which contain fighting words as defined by O.C.G.A. § 16-11-39.
- (9) Roof signs, except as otherwise allowed in this article.
- (10) Rotating signs.
- (11) Wind activated devices, including flags, except as specifically allowed under this article.
- (12) Signs which advertise an activity which is illegal under the laws of the state, federal laws or regulations, or any county ordinance.
- (13) Signs or advertising devices attached to any vehicle or trailer parked so as to be visible from a public right-of-way for the purpose of providing advertisements of products, services or events or directing people to a business or activity, except for a common carrier or other vehicle which is used for daily transportation with a valid license plate. Any allowable vehicle or common carrier having a sign attached thereto as a part of the operational structure of the vehicle is to be parked in a legal parking space belonging to the business or on the property to which the sign makes reference. No signs on trailers or other non-motorized vehicles will be allowed under this subsection.
- (14) Signs placed in parking spaces which are required to meet the minimum parking requirements.
- (15) Signs not in good repair, specifically including any sign which is in a state of disassembly or any sign which has its internal lighting exposed to view.
- (16) Abandoned signs, which advertise an activity, business, product or service no longer conducted or available.
- (17) Off-premises outdoor advertising signs as defined in this article.
- (18) Laser images, except as allowed by specific actions by the board of commissioners as a temporary activity.
- (19) Sign copy on litter receptacles, vending machines or like structures, except for copy indicating products sold, dispensed or distributed from within the structure upon which the sign copy appears, e.g., sign copy on vending machines shall be permitted if restricted to products sold, dispensed or distributed from the machine.
- (20) Portable signs.

Flags

Sec. 134-372. - Exemptions

(b) No sign permit shall be required for any of the following signs to be displayed in any zoning district; provided, however, that all other applicable regulations shall apply to such signs and that no such sign in a residential zoning district shall be illuminated. Certain temporary signs not listed here and that do not require a permit are included in [section 134-316](#)

(8) *Official flags or insignias.* Flags or insignias of the United States, the state or any other nation, state or government. Such flags or insignias shall be flown in compliance with the standards applicable under state and federal law. Flags or insignias of the United States, the state or any other nation, state or government shall not be used for the purpose of advertising, selling or promoting the sale of any good or service.

(9) *Other flags or insignias.* Flags or insignias other than the flag or insignia of the United States, the state or any other nation, state or government, shall be limited to one per lot and **shall not exceed 15 square feet in area, and shall be displayed from a flag staff not to exceed 30 feet in height.** (Ordinance of February 15, 1995)

Article 11- Signs and Outdoor Advertising

- 1- Signs regulations are spread across other Articles in the Zoning Ordinance
 - a. Hwy 92 Overlay
 - b. Bells Ferry Overlay
 - c. Article 7 : Commercial / Architectural Stds
 - i. Generally
 - ii. Specific
- 2- We have a one size fits all approach
 - a. All commercial signs must be ground mounted monument
 - i. Should be able to erect a projecting sign or hanging sign as appropriate to business. (example: a B & B would prefer a quaint sign as opposed to a monument sign)
 - b. Must have a base “x” feet high of masonry
 - c. Monolith, do not allow “cut outs” to reduce wind load
 - d. 35 ft height for freestanding signs is out of scale with building
- 3- In our Code revision, attempting to allow variety of signage depending upon the character area
- 4- 8 ft. high flag poles!
 - a. Height, Quantity and when a flag is considered a sign are problematic
- 5- Removal of abandoned signs
 - a. Specifies the property owner must remove the sign, often the property owner and the business owner are not the same person.
 - b. Requires removal 30 days after notification by county, OR 60 days after its use as a “valid sign”. Not certain what constitutes a “valid sign”
- 6- Scrolling of message on reader boards
 - a. Currently, county only allows the message to change **once every 24 hours**
 - b. Not a part of the code
 - c. 11.6 Prohibited signs, (4) is being cited as the case to prohibit any digital message boards
 - d. Not current with times
 - e. Multiple Message boards are more appropriate to the operation of these type signs
 - f. Need to address / prohibit message boards with video messages and eventually with audio broadcast to passing motorists
- 7- 11.6 Prohibited Signs:
 - a. Review of these signs
 - b. We have many signs out there that violate this section
 - c. Tough to cite
- 8- 11.7 Exempt Signs
 - a. No permit required, makes it difficult to know when “x” sign was erected
 - b. Tough for code enforcement officials to differentiate exempt from permitted / prohibited
 - c. Temporary Real Estate signs

- i. 32 sf signs are erected and never come down, making them more permanent than temporary
- ii. These signs weather or fall under disrepair the longer they are up; many times the information is outdated, phone numbers or listing agents change or cant be reached
- iii. The smaller signs get placed in the ROW or in many cases are erected without the property owners consent (easy since they are not permitted)
- iv. WEDS!!!! Only one per property? Yeah right!
 - 1. This undercuts the county kiosk program

9- 11.8 Permitted Signs

a. 5. Temporary Signs

- i. Banners are an issue. One week is extremely short for some events
- ii. Does not keep someone from putting up for one week, then taking down and putting back up to circumvent the one week limit
- iii. Since they are not permitted, hard to regulate or know when the signs went up or were taken down

10- Lack of Good Illustrations

Article 11 – Signs and Outdoor Advertising

11.1 Objectives and Purpose

This article, which shall be known and may be cited as the Cherokee County Sign Ordinance, is to establish requirements for the placement, installation, and maintenance of signs in order to protect and promote the health, safety, welfare, and general well being of the citizens of Cherokee County. The zoning regulation of the placement, construction, maintenance of buildings and structures is a valid use of the police power, including the regulation of the placement, installation, and maintenance of signs. Signs must ordinarily be considered structures, and are capable of producing many of the same nuisances as are produced by buildings. The intent of this article to regulate the size, height and number of signs in such a manner as to protect and preserve the aesthetic qualities of the county while promoting traffic safety without causing unsafe conditions.

The Planning and Zoning Office will only oversee the number of signs, height, size and placement of signs. Cherokee County makes no determination or permits signs in regard to on-site or off-site locations. With these objectives and purposes in mind, the intention of this article is to authorize the use of signs that:

1. Are compatible with their surroundings in terms of zoning, existing land use, and architectural characteristics.
2. Are legible and compatible with the type of lawful activities to which the signs pertain in such a manner as to express the identity of the individual properties and/or of the county as a whole.

In addition, the regulation of signs within the county is necessary and in the public interest:

1. To protect property values within the county.
2. To protect the motoring public from damage or injury caused or partially attributable to distractions or obstructions from improperly designed or situated signs.
3. To promote the economic well being of Cherokee County by creating a favorable physical image.
4. To improve the legibility and effectiveness of all permitted signs.
5. To allow individuals equal and fair opportunity to advertise and promote their products and services without discrimination.
6. To eliminate excessive signage.
7. To protect the right of citizens to enjoy Cherokee County's natural scenic beauty.
8. To encourage the economic development within the county.

9. To regulate the construction, erection, maintenance and size of signs that may constitute a direct danger to pedestrians and property.
10. To preserve and promote the public health, safety and welfare in Cherokee County.

11.2 Jurisdiction and Applicability of Code Requirements

- A. This article shall apply to all properties within the unincorporated areas of Cherokee County, Georgia. This article shall not relate to the copy or message on a sign within the unincorporated areas of Cherokee County.
- B. All signs and other advertising structures shall be constructed and maintained in conformance with the building and electrical codes adopted by Cherokee County.
- C. If any provisions or requirements of this article are in conflict with any other provision or requirement of this ordinance or any other applicable governmental law, ordinance, resolution, rule or other governmental regulation or any kind, the more restrictive rule or standard takes precedence.

11.3 Variances

Variances from the provisions of this article may be requested. All such variances shall be considered and decided by the Cherokee County Zoning Board of Appeals in accordance with officially adopted procedures and standards contained in the Cherokee County Zoning Ordinance.

11.4 Definitions

Words and phrases used in this ordinance have the meanings defined in this section. In addition, words and phrases not defined in this section, but defined in the Zoning Ordinance of the county shall be given the meanings as set forth in such ordinance.

ABANDONED SIGN - A sign and/or sign structure which no longer correctly directs or exhorts any person, or advertises a bona-fide business, lessor, owner, product or service where such sign and/or sign structure is located.

ADVERTISE – To call the attention of the public to a product, business and/or event.

ADVERTISING DEVICE - Any structure or device situated on or attached to real property that is erected or intended for the purpose of advertising.

AIR AND GAS FILLED DEVICE - Any sign using, either wholly or in part, forced air or other gas as a means of supporting its structure.

ANIMATED SIGN - Any sign that all or any part thereof visibly moves or imitates movement in any fashion whatsoever. Any sign that contains or uses for illumination

any lights (or lighting devices) that change color, flash or alternate, show movement or motion, or change the appearance of said sign or any part automatically.

AREA OF SIGN (COPY AREA) - The area within a continuous perimeter enclosing the limits of writing, representation, emblem, or any figure of similar character together with any frame, other material, open space, or color forming an integral part of the display or used to differentiate such sign from the background against which it is placed.

BANNER - A sign hung either with or without a frame, possessing characters, letters, illustrations, or ornamentation applied to paper, plastic, or fabric of any kind. This excludes flags, emblems, and insignia of political, professional, religious, educational, or corporate organizations providing that such flags, emblems and insignia are displayed for non-commercial purposes.

BEACON - Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

BENCH SIGN - A sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

BILLBOARDS – Freestanding signs or structures for the display of advertisements in public places or highways. All regulations relating to freestanding signs should apply.

BUILDING MARKER - Any sign indicating the name of a building, the date and incidental information about its construction and is cut into a masonry surface or made of bronze or other permanent material.

BUILDING SIGN - Any sign attached to any part of a building other than a freestanding sign.

CANOPY - Any permanent roof-like structure, including awnings and marquees, projecting beyond a building or extending along and projecting beyond the wall of a building, generally designed and constructed to provide protection from the weather.

CANOPY SIGN - Any sign attached to, or made a part of the front, side, or top of a canopy.

COMMEMORATIVE SIGNS – Any sign that honors the memory of or serves as a memorial to commemorate.

COMMERCIAL MESSAGE - Any wording, logo, or other representation that directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.

COMMERCIAL OFFICE CENTER - A single parcel of land containing two (2) or more businesses or establishments, including all forms of retail, wholesale and services.

CONSTRUCTION SIGN – A sign announcing the proposed or existing construction of a building or project.

COPY - The wording or graphics on a sign surface in either permanent or removable form.

DIRECTIONAL SIGN - An unofficial or non-standard traffic control sign, containing no commercial message except logos, intended to direct or regulate the movement of traffic and/or pedestrians. This includes, but is not limited to, 'enter', 'exit', 'drive through', and directional arrow signs. These signs may be freestanding or mounted on a building.

DIRECTORY SIGN - A sign, which gives the name and/or occupation of the occupants of a building or identifies the particular use of a building.

EMERGENCY SIGN – A sign erected by a governmental agency, a public utility company, or a contractor performing work within any right-of-way.

ERECT - To build, construct, attach, hang, place, suspend, paint or affix.

ESTABLISHMENT - A commercial, industrial, institutional, educational, office, business or financial entity.

FLAG - Any fabric, banner, or bunting containing distinctive colors, patterns or symbols, used as a symbol of a government, political subdivision or other entity.

FLASHING SIGN - (See Animated Sign)

FREESTANDING SIGN - Any sign, which is independent from any building or other structure and is entirely, supported by structures that are permanently at or below ground level.

FRONTAGE, BUILDING - The length of an outside building wall facing a street.

FRONTAGE, STREET - The length of the property line of any one parcel along a street on which it borders.

GROUND SIGN - A freestanding sign which has no space between the signage copy area and the ground surface.

HISTORIC SIGN - Any animated neon sign over thirty (30) years old, any existing barber pole or any other sign so designated by the Historic Preservation Commission. Extensions, additions and embellishments are not considered part of a historic sign.

HOME OCCUPATION SIGN - A sign for a legally permitted home occupation on a residential parcel of land, with advertising for services legally offered on the premises where the sign is located.

IDENTIFICATION SIGN - A sign depicting the name of a building and/or the address of an establishment on the premises where the sign is located. The name and/or address may be included as part of another signage type.

ILLUMINATED SIGN - A sign which contains an internal source of light or which is designed or arranged to reflect light from an artificial source.

INCIDENTAL SIGN - A general information sign that is secondary to the use of the parcel on which it is located. This includes credit cards accepted, official notice of services as required by law, trade affiliations, business hours, "telephone", "self-service" and other related information. These signs are typically located on doors, windows or building walls.

INSTRUCTIONAL SIGN - A sign that has the purpose of giving instruction, direction or an order.

KIOSK SIGN – A free-standing and multiple sided structure owned by the County and located in public rights-of-way that displays directional information to residential and commercial developments.

MANSARD SIGN - Any sign attached to or erected within 12 inches of an actual or simulated mansard of a building, with the sign face parallel to and within the limits of the building, not deemed to be a roof sign.

MONUMENT SIGN - A permanent sign, other than a freestanding pole sign, placed upon or supported by the ground independent of any other structure and constructed of stone, concrete, masonry, stucco or equal architectural material.

MOVING SIGN - (See Animated Sign)

NONCONFORMING SIGN (LEGAL) - Any advertising device or sign, including billboards, which were legally erected and maintained prior to the adoption or amendment of this ordinance, but no longer comply. Legal nonconforming signs require just compensation under the Highway Beautification Act for removal.

NON-PROFIT ACTIVITY - An activity, project, operation or enterprise of a temporary nature carried on by a corporation or an organization qualified as an exempt organization under applicable provisions of the Internal Revenue Code.

PAINTED WALL SIGN - Any sign that is applied with paint or similar substance on the face of a wall.

PARCEL (LOT) - (BUSINESS LOT) - Any standard lot or parcel of land, the boundaries of which, have been established by a recorded legal instrument and is recognized and intended as a unit for the purpose of transfer of ownership. The said parcel being duly recorded with the Clerk of Superior Court, Cherokee County.

PERMANENT SIGN - A sign permanently affixed to a building or the ground.

PERSON - Any association, company, corporation, firm, organization, or partnership, singular or plural, of any kind.

PORTABLE SIGN - Any sign supported by its own frame or trailer, with or without wheels, that is designed to move from one place to another.

PREMISES - An area of land with appurtenances and buildings which, because of its unity of use, may be regarded as the smallest conveyable unit of real estate.

PRINCIPLE BUILDING - The building with the principal use of the parcel on which it is located. Parcels with multiple principal uses may have multiple principal buildings. However, storage buildings, garages, and other clearly accessory are not considered principal buildings.

PROJECTING SIGN - Any sign affixed to a building or wall, which horizontally extends more than twelve inches beyond the surface of a building or wall.

PUBLIC SERVICE SIGN - A sign designed to render a public service such as 'time and temperature' and 'flashing news' signs.

PUBLIC SIGNS – A sign erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, direct or regulate pedestrian or vehicular traffic.

REAL ESTATE SIGN - A temporary sign erected by the owner, or agent, advertising the real property upon which the sign is located for rent, lease, or sale.

RESIDENTIAL DISTRICT - Includes all land zoned R-80, R-40, R-30, R-20, R-15, RTH, RZL, RM-10, RM-16, and PUD-Residential.

REVOLVING SIGN - (See Animated Sign)

ROOF SIGN - Any sign erected, constructed, and maintained upon or over the roof of any building and projecting above the roof line.

ROOF SIGN (INTEGRAL) - Any sign erected or constructed as an integral part of a normal roof structure of any design. No part of the sign can extend vertically above the highest portion of the roof and no part of the sign can be separated from the rest of the roof by a space of more than six inches.

SETBACK - The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

SIDEWALK, SANDWICH OR A-FRAME SIGN - A sign which is normally in the shape of an 'A' or some variation, which is usually two-sided.

SIGN - Any identification, description, illustration or device, illuminated or non-illuminated, which is visible to the general public and directs attention to a product, service, place, activity, person, institution, business or any emblem, painting, flag, banner, pennant, balloon, or placard designed to advertise, identify, or convey information.

SIGN FACE - The portion of a sign on which the copy is placed.

SIGN NUMBER - For the purpose of determining the number of signs, a sign shall be construed to be a single display surface or device containing elements organized, related and composed, to form a single unit. In cases where material is displayed in a random or unconnected manner or where there is reasonable doubt as to the intended relationship of such components, each component is considered to be a single sign. A projecting sign and both sign faces being less than 42 inches apart shall be construed as a single sign.

SIGN STRUCTURE - Any construction used or designed to support a sign.

SNIPE SIGN - A sign of any material that is attached in anyway to a utility pole, tree, fence, rock, or any other similar object located on public or private property. Snipe signs do not include 'keep out', 'posted' or 'no trespassing' signs.

STREET - Any public or private right-of-way for automobile use. This excludes alleyways, parking lots and driveways.

STREET FRONTAGE - The width in linear feet of a lot or parcel where it abuts the right-of-way of any public street.

SUBDIVISION SIGN - Any sign designed to identify a subdivision, neighborhood, or residential complex.

TRAFFIC CONTROL SIGN - A standard sign or electronic device (such as a traffic signal, stop sign, one way, handicap, no parking, fire lane, etc.) For the purpose of directing or regulating traffic and/or pedestrians.

UNDER CANOPY SIGN - A sign that is suspended from the underside of a canopy (including awnings and marquees), is perpendicular to the wall surface of a building, and whose copy is not clearly visible from a public right-of-way.

UNLAWFUL SIGN (ILLEGAL SIGN) - Any sign erected without a permit when a permit for the sign was otherwise required by this ordinance or previously adopted ordinance or code. A permitted sign which has not been properly erected in accordance with the permit application and approved sign permit or an otherwise lawful and permitted sign that has become hazardous or a nuisance to the public due to poor maintenance, dilapidation, or abandonment and so declared by the building official.

WALL FACE - A measurement of area equal to the height of the structure from the ground to the coping or eave of the roof multiplied by the width of the wall associated

with the individual business. The wall face is to be measured for each wall independently.

WALL SIGN - Any sign affixed or attached to a wall of a building, extending no more than 12" beyond the wall and which displays only one sign surface.

WINDOW SIGN - Any sign, excluding identification and incidental signs, placed inside or upon a window, containing a commercial message, and intended to be seen from the exterior.

11.5 General Provisions

11.5-1 Permitting Requirements:

A. Except as specifically exempted from the provisions of this article, a person or firm may not legally post, display, enlarge, erect, move or substantially change a sign without first obtaining a sign permit from the zoning administrator or his designee. A change in the copy only of a sign or advertising device does not constitute a substantial change.

B. Permit Application. Applications for sign permits shall be filed by the sign owner or his agent with the zoning administrator or his designee upon forms furnished by the county. Applications shall describe and justify the following:

1. The type and purpose of the sign as defined in this ordinance.
2. The value of the sign.
3. The street address and zoning designation of the property where the sign is to be located and the proposed location of the sign on the property.
4. The square foot area per sign and the aggregate square foot area if there is more than one sign face.
5. The name(s) and address(es) of the owner(s) of the real property upon which the subject sign is to be located.
6. Written consent of the owner, or his agent, granting property upon which the subject sign is to be located.
7. For ground signs: a site plan drawn to scale, showing the proposed location of all primary and accessory ground sign(s) on subject property. The site plan includes a closed boundary survey of the property, gross acreage, the proposed sign location, street right-of-way lines, public or private easements, driveway locations and parking spaces.
8. For all signs: A sketch or print drawn to scale showing all dimensions with pertinent information such as wind pressure requirements and display

materials in accordance with the Standard Building Code as adopted by Cherokee County.

9. Name, address, phone number and business license number of the sign contractor.
10. All applicants for electrical signs must obtain an electrical permit.
11. A written agreement to indemnify and hold the county harmless of all damages, demands or expenses of every type which may in any manner be caused by the sign or sign structure.

C. Fees. No permit shall be issued until the appropriate application has been filed with the zoning administrator or his designee and permit fees have been paid as adopted by the Board of Commissioners and as amended from time to time.

D. The zoning administrator or his/her designee shall grant a completed application if the proposed sign meets the requirements of this article.

E. The zoning administrator or his/her designee shall provide written notice of the granting or denial of an application with thirty (30) business days following submission of a completed application. In the event no action is taken within thirty (30) business days, the application shall be deemed granted.

F. Permit Expiration. A sign permit shall become null and void if construction of the sign has not begun within a period of two (2) months from the date of issuance and completed within six (6) months from the date of issuance. Issuance of a sign permit shall in no way prevent the county from later declaring the sign to be nonconforming or unlawful with further review of available information, the sign is found not to comply with the requirements of this ordinance.

E. Identification Label. With each sign permit, the Zoning Administrator or his designee shall issue a label bearing the same number as the sign permit with which it is issued. The duty of the permittee or his agent is to affix such to the sign or its supporting structure in such a manner as to be visible from a street right-of-way.

11.5-2 Construction, Maintenance Requirements:

A. Erecting or placing any sign that does not conform to the requirements of this ordinance is unlawful.

B. All signs for which a permit is required, together with all their supports, braces, guys and anchors shall be kept in constant repair. Signs shall be kept clean, neatly painted and maintained at all times so as not to be detrimental to public health and safety.

C. No trash shall be allowed to accumulate in the area around a sign and all weeds shall be kept out.

D. Removal of abandoned signs. Any structure formerly used as a sign, but not in use for any other purpose, must be removed by the owner of the property within thirty (30) days after written notification from a designated official of Cherokee County or sixty (60) days after its use as a valid sign has ceased. After which time, the county may cause the removal of the sign at the property owner's expense.

11.5-3 Lighting Requirements:

A. Lighted, neon or luminous signs giving off light resulting in glare, blinding or any other such adverse effect on traffic shall not be erected or maintained.

B. The light from illuminated signs shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways. Lighting shall not be directed skyward.

C. No illuminated signs shall be constructed or maintained within fifty (50) feet of any residential district or dwelling, except within the TND district.

(Ord. No. 2007-Z-002, 08-07-07)

D. Signs with flashing, intermittent or animated illumination or effect shall be excluded from all districts provided, however, time and weather informational signs, official warning or regulatory signs shall be exempt from this requirement.

E. No sign shall be erected which simulates an official traffic control or warning sign in such a manner as to confuse or mislead the motoring public or hide from view any traffic or street sign or signal.

11.5-4 Height Requirements:

The height requirements of a sign shall be computed as the distance from the base of the sign at normal grade to the highest attached component of the sign or sign structure, whichever is higher. Normal grade shall be construed to be the lower of (1) existing grade prior to construction or (2) the newly established grade after construction, exclusive of any filling, berming, mounding or excavating solely for the purpose of locating the sign. Cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade, at the base of the sign, is equal to the elevation of the nearest point of the crown of a public road. In addition, the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower. Refer to Table 11.1 for specific height limits and requirements.

11.5-5 Additional Requirements:

A. The owner shall remove any sign relating to a business or other use located on the same lot within 30 days after vacating the premises.

B. Real estate signs shall be removed within ten days of the sale, rental or lease of the property advertised; however, the use of a 'SOLD' attachment to a sign pending the completion of a sales transaction shall not be construed as a sale.

C. Campaign signs shall be removed within thirty (30) days of the election or any runoff election.

D. No sign shall be erected or maintained which obstructs any fire escape, any means of escape or ventilation, or which prevents free passage from one part of a roof to any other part thereof; nor shall any sign be attached in any form, shape or manner to a fire escape.

E. No sign shall be erected, maintained, painted, drawn or attached to any utility pole, fence, rock, tree or any other natural feature.

F. It shall be unlawful to post any signs or advertisements on any building, fence or other property belonging to another person without the written consent of the owner thereof. Such consent shall be included with the sign permit application.

G. Signs erected for the purpose of identifying a premise shall not also contain advertising except that of the use identified.

H. All signs shall be located on or over private property only, except those specifically permitted by this article.

I. All signs shall be erected in such a manner as to not interfere with or obstruct the view of any authorized traffic sign, signal or device.

J. All signs shall be located in such a way that they maintain horizontal and vertical clearance from all overhead utilities in accordance with National Electrical Code specification. In no case shall any sign be installed within five (5) feet horizontally or vertically from an overhead utility line or utility guy wire.

K. Corner Visibility Clearance: In any distance, no sign or sign structure (above the height of three feet) shall be maintained within fifteen (15) feet of the intersection of the right-of-way lines extending of two streets, or of a street intersection with a railroad right-of-way. However, a sign structure, if not more than ten (10) inches in diameter located on a corner lot where services are provided to the motoring public, may be located within the required corner visibility area. This is provided if all other requirements of this article are met and the lowest elevation of the sign surface is at least ten (10) feet above the ground level.

11.6 Prohibited Signs

The following signs and advertising devices are prohibited within the unincorporated portions of Cherokee County.

1. Signs, which advertise or encourage an illegal activity as defined by local, state or federal laws.
2. A-frame, sandwich type, sidewalk or curb signs.
3. Swinging or projecting signs except as permitted in the TND district.
(Ord. No. 2007-Z-002, 08-07-07)
4. Rotating or animated signs involving motion or sound including those that flash, blink, change image, or show any form of movement, excluding historic signs and those officially designated for public service.
5. Signs that resemble any official traffic control device or emergency vehicle markings.
6. Portable signs. (mobile, trailer)
7. Flags, banners, streamers, tethered balloons or other inflatable signs or figures, except as authorized by this regulation (grand opening permit process).
8. Signs that make use of the words 'stop', 'go', 'slow', 'caution', 'danger', 'warning' or similar words, phrases, symbols or character in such a manner as to interfere with, mislead or confuse automobile traffic except construction signs or barricades and except when the words are incorporated in the permanent name of a business.
9. Courtesy benches, waste containers or other forms of street furniture on which advertising is displayed.
10. Snipe signs.
11. Search lights and beacons.
12. Signs attached to or painted on vehicles of any type, which are conspicuously parked in proximity to a right-of-way and obviously parked in such a way as to advertise any business or service to motorists or pedestrians.
13. Signs that emit visible smoke vapor particles or odor.

11.7 Exempt Signs

Except as otherwise provided, the following on-premise signs may be erected without securing a permit. Such exempt signs shall not be considered in determining the allowable number or size of signs on a zoning lot. However, the signs must comply with all other applicable sections of this article and applicable codes and regulations. The erection of any sign not listed in this section shall require a permit.

1. One (1) professional name plate for each establishment. Each professional nameplate shall not exceed two (2) square feet in area.

2. One (1) separate identification sign for each establishment when affixed to a building wall or window and limited to a maximum size of two (2) square feet. The purpose of this sign is to identify the establishment's property number (address), suite or unit number, post office number, etc.
3. One (1) informational bulletin board for public, charitable, educational or religious institutions when located on the premises of said institution and affixed to a building wall. Bulletin boards may not exceed thirty-two (32) square feet in area and shall be located in such a manner that said bulletin board will satisfy the required setback requirements for the zoning district in which the bulletin board is located.
4. Traffic, directional, warning or official notices that otherwise meet the location, size and height requirements of the ordinance.
5. One (1) non-illuminated temporary real estate sign per street frontage and provided as follows:
 - (a) Maximum sign area shall be limited to four (4) square feet with a maximum height of eight (8) feet.
 - (b) Multiple listing strips, sale pending and sold signs may be allowed when attached to a real estate sign and are subject to the same maximum area and maximum height requirements.
 - (c) One (1) on-premise open house or open for inspection sign, not exceeding four (4) square feet in area with a maximum height of eight (8) feet, may be allowed in addition to the above requirements.
 - (d) All the temporary real estate signs shall be removed within thirty (30) days after ownership or occupancy has changed.
 - (e) In agricultural zoned districts with parcels greater than ten (10) acres, the maximum sign area is 32 square feet with a maximum height of eight (8) feet.
 - (f) Real Estate brochures/information boxes may be allowed with a maximum of 1 brochure/information box per parcel of land.
6. Flags.
 - (a) All flags shall be displayed on purpose-built, professionally fabricated flagpoles and shall not exceed 8 feet in height in all zoning districts.
 - (b) Each lot shall be allowed a maximum of two (2) flagpoles unless a special land use permit or variance is obtained pursuant to the Zoning Ordinance.
 - (c) A maximum of two (2) flags shall be allowed per flagpole.

(d) Flags displaying a logo, message, statement, or commercial message and banners not meeting the definition of a flag contained herein shall conform to all applicable ordinances pertaining to signs.

(e) A vertical flagpole must be set back from the property boundaries a distance which is at least equal to the height of the flagpole.

(f) Flags and flagpoles shall be maintained in good repair, and to the extent applicable shall be in compliance with the building code. Flagpoles with broken halyards shall not be used and flags which are torn or frayed shall not be displayed.

(g) On officially designated county, state, or federal holidays, there shall be no maximum flag size or number or other limitations of display.

7. Integral decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights.

8. Non-advertising directional signs or symbols not exceeding two (2) square feet designed to direct and inform the public as to location or direction to a parcel of private property (e.g., entrance, exit, caution, slow, no trespassing, service areas or loading and unloading areas).

9. Signs for temporary garage sales, yard sales, and the like, located in residential districts and subject to the following provisions:

(A) On-premise signs shall be limited to one (1) sign per parcel of property.

(B) The maximum area of the sign shall be four (4) square feet and the maximum height shall be eight (8) feet.

(C) Signs must be removed at the close of the sale.

(D) Weekend Directional Signs (WEDS):

Definition: WEDS shall convey directions to a specific, time-limited weekend place or event. For example: Premises that are for sale or lease, a church or community gathering, yard sales, moving sales, estate sales, etc.

Zoning Districts: WEDS shall be allowed in all zoning districts.

Time Allowed: WEDS shall be allowed from 3:00 p.m. on Friday to 7:00 a.m. on Monday. The responsibility to remove all WEDS prior to 7:00 a.m. Monday is of the sign owner.

No Permit Req. WEDS do not require a permit or a permit fee. However, written permission of the property owner must be provided to the Cherokee County Planning and Zoning Department indicating that the property owner acquiesces

to the erection of the WEDS sign on his or her property. Further, each sign shall prominently display identification issued by the Cherokee County Planning and Zoning Department indicated the property owner's permission and the sign location.

Construction: WEDS shall not exceed four (4) square feet of sign area and three (3) feet in height and may be double-faced. WEDS shall be mounted on an independent single or double pole device. WEDS shall not be affixed in any manner to trees, natural objects, street light poles, utility poles, other signs or other sign structures. WEDS shall be made of metal, plastic, laminated cardboard or some other durable and waterproof material. No sign shall be made of paper.

Location: There shall be only one WEDS. All WEDS must be placed on private property with the owner's permission.

10. Works of art which do not contain a commercial message.

11. Historic signs.

12. Municipal signs.

13. Signs on public transportation vehicles.

14. Signs painted on or otherwise attached to motor vehicles which are not conspicuously parked in proximity to a right-of-way, and obviously not parked in such a way as to advertise any business or service to motorists or pedestrians. This may include signs for realtors, surveyors, engineers, plumbers, electricians, delivery trucks, lawn service, etc.

15. Holiday lights, flags for decorative purposes, including small flagpoles, and other decorations, which do not require a permit and must not exceed sixteen (16) square feet.

16. Signs in the Right-Of-Way

It shall be unlawful for any person to install a sign in any public right-of-way except for the following:

- Public signs
- County owned kiosk signs
- Emergency signs

The Zoning Administrator or his/her designee is hereby authorized to immediately remove any illegal sign located in any public right-of-way.

17. Non-commercial message with a maximum total surface area not to exceed thirty-two (32) square feet per lot. In residential districts and agricultural districts with parcels less than ten (10) acres, each sign will be limited to four (4) square feet with a maximum

height of eight (8) feet. In agricultural and residential districts with parcels ten (10) acres or greater and all other districts, freestanding signs are limited to thirty-two (32) square feet with a maximum height of eight (8) feet.

11.8 Permitted Signs by Type and Zoning District

In addition to the signs that are exempt from the permitting requirement, the following signs are allowed with a permit:

1. Commercial and industrial lots are allowed three (3) signs. Only one of the three can be a freestanding sign. A business within a shopping center can have a maximum of two (2) signs. The shopping center is allowed the freestanding sign. Freestanding signs are limited to one hundred twenty (120) square feet with a maximum height of thirty-five (35) feet, and may contain commercial and/or non-commercial speech.

Freestanding Commercial Signs

- (A) Freestanding commercial signs must be primarily of masonry construction compatible with primary building on the site and must be built in “true” monument style.
2. Agriculture and residential districts of ten (10) acres or greater are allowed one (1) freestanding sign limited to thirty-two (32) square feet with a maximum height of eight (8) feet, and may contain commercial and/or non-commercial speech. Agricultural and residential districts of less than ten (10) acres are allowed one freestanding sign limited to four (4) square feet with a maximum height of eight (8) feet.
3. Churches/Clubs & Lodges, Non-Commercial – One freestanding sign per lot. In agriculture/residential districts/uses (AG, R-80 to TND), freestanding signs will be limited to thirty-two (32) square feet with a maximum of eight (8) feet in height. In non-residential districts, (Commercial/Industrial) freestanding signs will be limited to one hundred twenty (120) square feet with a maximum height of thirty-five (35) feet, and may contain commercial and/or non-commercial speech.
4. Subdivisions – Signs for the identification of a subdivision must be monumental (brick, stone, stucco, or masonry). Two signs are allowed on either side of the entrance with the height a maximum of ten (10) feet. The copy area has a total maximum of 64 square feet for both or a maximum of 32 square feet per side entrance. There are to be no signs on islands. However, one double-faced sign is allowed with a maximum of 50 square feet.
5. Temporary Signs - Decorative flags, banners, balloons, bunting for community or non-profit organization celebrations, conventions, commemorations and grand-opening events for a prescribed period of one week.

- A. A temporary sign must not have flashing lights or copy, moveable parts or colored lights that may closely resemble those of traffic signals, emergency vehicles or airport beacons.
 - B. A temporary sign with copy must not be confused with authorized traffic signs or which may use words, phrases, symbols or characters that may interfere with, mislead or confuse motorists.
6. If the parcel has two street frontages, two freestanding signs are allowed in any zoning district.

11.9 Appeal

- 1. A person whose permit application has been denied or a permittee whose permit has been revoked may appeal the decision of the zoning administrator or his/her designee to the Zoning Board of Appeals, pursuant to Article 15 of this Ordinance.
- 2. The Board shall reach a decision following a public hearing within thirty (30) days.
- 3. Appeals to the Board of Commissioners are pursuant to Article 15.8. And any decision by the Board of Commissioners must be made within thirty (30) days after the public hearing.
- 4. Certiorari. In the event a person whose permit has been denied or revoked is dissatisfied with the decision of the Board of Commissioners, he/she may petition for writ of certiorari to the Superior Court of County as provided by law.

11.10 Severability and Amendments

It is hereby declared to be the intention of the governing authority that the sections, paragraphs, sentences, clauses and phrases of the Sign Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by judgment or decree of any court of competent jurisdiction, the unconstitutional or invalid phrase, clause, sentence, paragraph or section shall be struck and the remaining phrases, clauses, sentences, paragraphs, and sections shall be effective as if the unconstitutional or invalid portion had not existed.

See Table 11.1, District Requirements for Permanent Signs

AGENDA

Cherokee County Board of Commissioners

February 19, 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

PRESENTATIONS

Sheriff's Office 4th Quarter Awards.

AMENDMENTS TO AGENDA

1. Under County Manager's Portion, add item 2.8: FY2012 Post-Audit Budget Amendment.
2. Under the Chairman's Portion, add item B.: Appointments to Board of Health.

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION MINUTES FROM FEBRUARY 5, 2013.

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM FEBRUARY 5, 2013.

APPROVAL OF REGULAR MEETING MINUTES FROM FEBRUARY 5, 2013.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Presentation: Cherokee Forward / State of the County.
- B. Amended: Reappointment of Dr. Michael Litrel and Patricia Tanner to the Cherokee County Board of Health for a six-year term expiring on December 31, 2018.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

- A. BOC District 1 Town Hall Meetings to be held on Monday evenings before the regular first-Tuesday BOC meetings for the remainder of 2013. They will be in the BOC meeting room from 7:00 p.m. to 8:30 p.m. (No meeting planned in July or early September due to holidays.)

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval to surplus and dispose of outdated and non-functioning office equipment from the Voter's Registration Office at the next electronics recycling day.
- 1.2 Consider approval to surplus and dispose of non-functioning printers from the Engineering Department at the next electronics recycling day.

COUNTY MANAGER

- 2.1 Consider authorizing County Manager to execute Amendment One to PSA 2012-11: Uniform Services with Cintas Corporation for the Roads and Bridges Department, at a 6% cost savings (\$1,000) in 2013 over the 2012 price; and a 2% savings over 2012 price in 2014. Total contract amount for Calendar Year 2013 not to exceed \$18,000.00.
- 2.2 Consider approval to purchase a replacement zero turn mower from low bidder Mason Tractor in the amount of \$12,543.73 from Parks Bond funds. Existing mower to be sold at auction as surplus.
- 2.3 Consider amendments to Standard Professional Services Agreement to include Title VI non-discrimination provisions as recommended by County Attorney Angie Davis.

Amended

- 2.4 Consider approval of FY 2014 GDOT grant application in the amount of \$540,045.00 for operating expenses associated with the CATS 5311 Rural Public Transportation program. The County's obligation is a 50% match in the amount of \$270,022.00; anticipated DHR annual funds in the amount of \$217,355.00 will be used to off-set County's match.
- 2.5 Consider approval of Professional Services Agreement with Robert W. Graves & Associates to perform right-of-way acquisition services for County roadway construction projects in the amount of \$700.00 Local acquisition and \$1,100.00 GDOT acquisition. This was the lowest per parcel bid out of six received. Second low bid was from Croy Engineering in the amount of \$1,475.00 Local and \$1,675.00 GDOT acquisition.
- 2.6 Consider approval of Change Order to the Professional Services Agreement with Lose & Associates for additional compensation for design and engineering services for Hobgood Park Phase 2 and other projects in the total amount of \$20,903.34.
- 2.7 Consider approval to purchase a new vehicle for the Tax Commissioner's Office from low bidder Brannen Motor Company in the amount of \$23,899.00. Other bidders were Wade Ford in the amount of \$23,955.00 and Allan Vigil Ford in the amount of \$25,086.00.
- 2.8 Amended: Consider approval of 2012 post-audit budget amendment to recognize expenditures that were legitimately incurred in excess of budget to conduct necessary county operations.

COUNTY ATTORNEY

- 3.1 Notice of Annexation received from the City of Holly Springs, Marble Quarry Road.

ADJOURN

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

February 5, 2013

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at 3:05 p.m. with all Commissioners present. The Chairman read a piece by Jack Welch, former CEO of General Electric. "A company that aspires to true greatness, furnishes its people with big challenges which, when met, will develop self-confidence that can only come from within and only from winning." The Chairman then read an article written by Mr. Welch about facing reality.

The Chairman announced that the new District Attorney, Shannon Wallace, will be at the next Work Session meeting on February 19th. He also mentioned Susan White of the Sequoyah Regional Library System would be at a future meeting as well as Phil Eberly of the Airport Authority to make a presentation he recently made to the Development Authority.

The Chairman also mentioned that ACCG (Association County Commissioners of Georgia) published and distributed a CD about property tax should anyone like to obtain a copy. He said it contained general information on the property tax process and that the information was also available on line at factsaboutpropertytaxes.com.

He asked Mr. Cooper about the Coast2Coast prescription plan agreement. Mr. Cooper stated they were in process of working on the agreement, that the County had made some suggestions and Coast2Coast was still reviewing them.

The Chairman announced the Guns N Hoses 5K race to take place February 16th at Hobgood Park. He asked Mr. Reynolds the total number signed up so far and Mr. Reynolds stated that as of that morning, it was just under 450 participants signed up. He also asked Mr. Reynolds how the winner between the Sheriff's Office and Fire

Department are determined. Mr. Reynolds explained the winner is determined by who has the most participants signed up.

1. Discussion of Regular Agenda Items.

Chairman Ahrens went over the **Chairman's** portion:

- A. The Chairman shared a copy of Cobb County's resolution and led a discussion on Fractional SPLOST. Commissioner Nelms asked about the timeline in moving forward. He asked if they were looking within the next 30 days. The Chairman stated he wanted to go ahead and have it written up. He asked Ms. Davis if she had anything to add. She said she did not. The Chairman stated he would like to support it, if it is the will of the Board. Commissioner Johnston commented there seems to be no harm in adding the flexibility if that's what the County Commissioners and the voters want. Somewhere down the road the Board may see they don't need the whole percent or the voters don't want the whole percent. Commissioner Johnston also mentioned they may not see the full percent going forward.
- B. The Chairman reappointed Ms. Debra Frieden for another seven-year term on the Board of Ethics. He stated that the Board Chairman, Mark Webb, and Ms. Frieden work well together. Chairman Ahrens mentioned there was still one more vacancy to fill on that Board.

The Chairman asked Mr. Cooper regarding insurance coverage, stating that he had been asked about insurance coverage for appointees to Boards and Commissions. Mr. Cooper stated there were a few Boards covered under the County's policy, the Board of Ethics being one. Ms. Davis added that if the insurance policy has a general phrase stating that all members of boards appointed by the Board of Commissioners, then those board members should be covered by the County's insurance policy.

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

- Consider approval to surplus outdated computers and other outdated small office equipment in poor condition from the Cherokee County Probate Court.
- Consider approval to surplus outdated computers in poor condition from the Cherokee County Animal Shelter.

- Consider approval of budget amendment to increase the Sheriff's Office Uniform Patrol Division expenditures and revenues to accept monies in the amount of \$1,416.48 for repair of patrol car.

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

- Consider approval to allow County Manager to execute Amendment One to the 2011 Professional Services Agreement with Covergint Technologies, Inc. for an annual cost not to exceed \$17,689.00 for maintenance of the security systems (electronic key/lock systems) FY2013. This cost is a 5% reduction from the 2012 annual fee with savings of \$931.00 annually and \$2,793.00 over the next three years.
- Consider awarding the Professional Services Agreement to lowest and most responsive bidder, Ascension Counseling and Mental Health, LLC, for a maximum cost not to exceed \$960.00 per participant and an initial clinical evaluation fee not to exceed \$30.00 per patient for the Blue Ridge Judicial Circuit Drug Accountability Court for treatment and case management services as recommended by a Selection Committee and the Risk Management Department.
- Consider awarding the Professional Services Agreement to current vendor and sole bidder North Georgia Amateur Umpire Association (NGAUA) for the Adult/Youth Softball Umpiring Services for the 2013 Season at a cost of: Slow Pitch -\$24 per official per game; Fast Pitch-\$40 per official per game; Youth Classic-\$21 per official per game. This cost reflects an increase over 2012 contract of \$1.00 per official per game for Fast Pitch and Youth Classic and no change in cost for Slow Pitch.
- Consider approval of Supplemental Agreement No. 2 from NJ Wilbanks Contracting Company, Inc., for additional costs associated with relocation of a detention pond and revisions to the water main design on the Commerce Boulevard- Phase 2 project in the amount of \$111,164.81.
- Consider approval of GDOT contract in the amount of \$254,973.00 for procurement of six (6) replacement buses for the CATS 5311 Rural Public Transportation Program. Cherokee County's obligation to be \$0.00.
- Consideration of a contract with Total Care Transportation Services, LLC for off-peak transportation services for the CATS demand response program. This is an on-call, as-needed contract. Costs to be reimbursed through DHS supplemental fund contract approved in November 2012.

The Chairman asked if there had been any discussion with the cities on doing more as far as this kind of transportation. Mr. Cooper mentioned the trolley the City of Woodstock used for the month of December. He stated they had a breakdown and discovered that only one of two oil filters had been replaced. They resolved it and now it runs fine. Mr. Cooper stated he would speak to the City Manager, Jeff Moon, about the acquisition of the trolley. We are asking about \$45,000 for it. Commissioner Johnston commented the issue wasn't the number of buses, but the operating cost. The Chairman expressed concern for the older population and their need for transportation within the cities since that is where most reside. He said we need to be prepared because it is coming. Mr. Cooper stated that the City of Woodstock obtained a bus from the County and uses it to take seniors on trips. The County now runs the Canton bus service. Commissioner Johnston added the other cities would probably be happy if we would do the same for them. Chairman Ahrens asked Mr. Jeff Watkins if moving forward there is any talk of mobility and means within the Woodstock area. Mr. Watkins stated there had not been any discussions recently. Commissioner Johnston commented he couldn't justify the expenditure of operating costs, but could see a need to have a transportation system similar to CATS, but broader.

- Consider request by FOCUS (Families of Cherokee United in Services) for the county to remain as fiscal agent.

The Chairman brought up an issue in reference to an email sent to Commissioner Poole with a demanding request from one of his constituents asking many questions on the Bobo issue, most of which have already been answered. The Chairman named a couple of options to answer the questions, seeking Board input. He said we could section a portion of a meeting to use as sort of a Town Hall meeting, hold a called meeting or provide a log of questions and answers online for public viewing. Ms. Davis interjected that she would not want to discuss or make available litigation strategy or any information regarding the litigation. Commissioner Johnston suggested keeping an ongoing document that attempts to answer all of the questions that have ever been asked that we can legally offer. He said that one question he gets asked is about the legal expenses incurred. Mr. Cooper stated that it is in the monthly legal expense report that he sends to the Board, but that he will expand on it by indicated more clearly the expenses for other attorneys, etc. regarding the case. Commissioner Johnston asked if it was different than the report he had been sending. Mr. Cooper replied it is a part of the report he sends, but under the non-cap section. Commissioner Johnston stated that one problem with holding a Town Hall type meeting, depending on who shows up, is that it could become a combative situation. Commissioner Gunnin commented that he would like a list of the questions that had been asked with the answers for a point of reference for him and others. Commissioner Poole also added at some point the amount of questions would have to be limited because it could become an all-day event.

Commissioner Nelms reiterated the need to move forward with a solution rather than to keep answering the same questions. Mr. Cooper commented that the chronology list that he distributed needs to be updated and that he would update that and post it to the Transparency Page upon the Board's approval. He said he will also begin to work on the Q&A list. The Chairman made a reference to one of the questions regarding the equipment. Further discussion ensued on various questions asked on the subject. Mr. Cooper stated that once McClendon and Associates complete the forensic audit, Ms. McClendon will have a summary document that will show what issues may be there.

Commissioner Nelms commented on the pictures taken at the Aquatic Center earlier in the day. He complimented Mr. Cooper and those involved in the construction of the facility.

The Chairman asked if there was anything else. Hearing none, Commissioner Nelms made a motion to adjourn to Executive Session at 4:05 p.m. Commissioner Johnston seconded and the motion carried unanimously.

Executive Session to Follow

MINUTES

Cherokee County Board of Commissioners

February 5, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

INVOCATION

Commissioner Gunnin 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"

Chairman Ahrens led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:02 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; Vice Chair/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.

RATIFY CLOSURE OF EXECUTIVE SESSION

Chairman Ahrens called for a motion to ratify closure of Executive Session at 5:15 p.m.

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

PRESENTATIONS

Sheriff's Office Promotion Recognition Ceremony.

Sheriff Garrison began the presentation by thanking the Board for allowing him the opportunity to recognize some of the fine leadership in the Agency. He commended those receiving promotions, stating that during these tough times they have continued to do their jobs with a smile on their face.

He then presented Chief Edward Lacey with a clock in recognition of his 22 years of service with the Cherokee County Sheriff's Office. He went on to wish the best of luck Chief Lacey who had accepted the position of Police Chief in Ellijay as of February 1.

He stated that there has been some reorganization in the agency but no major position filled.

Sheriff Garrison then began announcing the various promotions of Captains, Lieutenants, Sergeants and Corporals.

At the conclusion of the ceremony, Chairman Ahrens thanked Sheriff Garrison for his leadership and said that it was an honor to see the progress of our employees who continue to provide the same level of service to our citizens with less during this economical downfall. He added that it was always a pleasure to have this type of presentation at a meeting, that this was the 'good stuff'.

AMENDMENTS TO AGENDA

Under County Manager's Portion: Add 2.7-Consider request by FOCUS (Families of Cherokee United in Services) for the county to remain as fiscal agent.

Under County Attorney's Portion: Add 3.1-Consider joining class action suit related to foreclosures.

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

ANNOUNCEMENTS

1. Guns & Hoses 5K, Saturday, February 16 at Hobgood Park. Registration information is available on the table out front or at crpa.net.

The Chairman encouraged everyone to participate in the charity event, stating that there are over 400 registered with 10 days left to go.

He announced that the 500 free All Hazards Weather Radios that were made available through a grant had all been given out by the Sheriff's Office Division of Emergency Management to County residents on Monday.

APPROVAL OF RETREAT MINUTES FROM JANUARY 17 & 18, 2013.

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

APPROVAL OF EXECUTIVE SESSION MINUTES FROM JANUARY 22, 2013.

As distributed by the County Manager.

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

APPROVAL OF WORK SESSION MINUTES FROM JANUARY 22, 2013.

Commissioner Gunnin made a motion to approve; Commissioner Poole seconded and there was unanimous approval.

APPROVAL OF REGULAR MEETING MINUTES FROM JANUARY 22, 2013.

Commissioner Gunnin made a motion to approve; Commissioner Poole seconded and there was unanimous approval.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

One person had signed up to speak:

1. John Hiland signed up to speak about jobs in Cherokee County. He stated that although it may be just scuttlebug, he heard that the County turned down a chemical plant and a carpet warehouse wanting to come into Cherokee County. He said he hoped not in this economy because we need jobs.

Chairman Ahrens commented that he was not aware of any businesses being turned away. Mr. Hiland responded that it was not a very reliable source and he just thought he would ask to find out for sure. Commissioner Johnston added that the carpet warehouse rumor may have some truth to it, but that the company did not want to move into an existing facility, they wanted to rezone and to build facility in close proximity to a residential area. He said that the applicant had withdrawn the zoning application and that the BOC had not taken any official action on the matter.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Discussion on Fractional SPLOST.

The Chairman stated that the Board all had a draft before them of the resolution recently adopted by Cobb County requesting legislative action to provide for a Special Purpose Option Sales Tax (SPLOST) at a fraction of one percent (1%) to be implemented if approved by voters.

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

The Chairman commented that this was only the SPLOST, not the school board tax, not LOST or HOST.

B. Reappointment of Debra Frieden for a seven-year term on the Board of Ethics.

Chairman Ahrens said that Ms. Frieden's term was up on January 1 and that she would like to be considered for another term. He said that the appointment was actually his and that he was formally making the reappointment. The Chairman recognized Ethics Board member Jeff Duncan in attendance and mentioned that a confirmation letter would be sent out tomorrow to Ms. Frieden.

The Chairman added an announcement that ACCG (Association County Commissioners of Georgia) had produced a CD containing general property tax information to help understand the process. He said the information was available online at: www.factsaboutpropertytaxes.com. He said it was also available online on Youtube at <http://www.youtube.com/watch?v=YYAHNv7I-IQ>.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

Appointment of Bill Dewrell to the Zoning Board of Appeals.

Commissioner Poole made the appointment of Bill Dewrell to the Zoning Board of Appeals.

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval to surplus outdated computers and other outdated small office equipment in poor condition from the Cherokee County Probate Court.
- 1.2 Consider approval to surplus outdated computers in poor condition from the Cherokee County Animal Shelter.

Mr. Cooper said that these items as well as the ones from Probate would be recycled at the next electronics recycling day.

- 1.3 Consider approval of budget amendment to increase the Sheriff's Office Uniform Patrol Division expenditures and revenues to accept monies in the amount of \$1,416.48 for repair of patrol car.

Mr. Cooper explained that this was a payment received from a private insurance company as a result of a construction vehicle hitting a patrol car.

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

COUNTY MANAGER

- 2.1 Consider approval to allow County Manager to execute Amendment One to the 2011 Professional Services Agreement with Convergent Technologies, Inc. for an

annual cost not to exceed \$17,689.00 for maintenance of the security systems (electronic key/lock systems) FY 2013. This cost is a 5% reduction from the 2012 annual fee with savings of \$931.00 annually and \$2,793.00 over the next three years.

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

- 2.2 Consider awarding the Professional Services Agreement to lowest and most responsive bidder, Ascension Counseling and Mental Health, LLC, for a maximum cost not to exceed \$960.00 per participant and an initial clinical evaluation fee not to exceed \$30.00 per patient for the Blue Ridge Judicial Circuit Drug Accountability Court for treatment and case management services as recommended by a Selection Committee and the Risk Management Department.

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

- 2.3 Consider awarding the Professional Services Agreement to current vendor and sole bidder North Georgia Amateur Umpire Association (NGAUA) for the Adult/Youth Softball Umpiring Services for the 2013 Season at a cost of: Slow Pitch-\$24 per official per game; Fast Pitch-\$40 per official per game; Youth Classic-\$21 per official per game. This cost reflects an increase over 2012 contract of \$1.00 per official per game for Fast Pitch and Youth Classic and no change in cost for Slow Pitch.

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

- 2.4 Consider approval of Supplemental Agreement No. 2 from NJ Wilbanks Contracting Company, Inc., for additional costs associated with relocation of a detention pond and revisions to the water main design on the Commerce Boulevard- Phase 2 project in the amount of \$111,164.81.

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

Chairman Ahrens commented that the road was coming along very well.

- 2.5 Consider approval of GDOT contract in the amount of \$254,973.00 for procurement of six (6) replacement buses for the CATS 5311 Rural Public Transportation Program. Cherokee County's obligation to be \$0.00.

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

The Chairman asked Mr. Morton how many buses we had currently. He replied that we have twelve (12). Commissioner Johnston asked many of those were rural? Mr. Morton replied that there were nine (9) rural. He then asked what happens to the old buses that are being replaced and the reply was that they will be turned back in to GDOT.

2.6 Consideration of a contract with Total Care Transportation Services, LLC for off-peak transportation services for the CATS demand response program. This is an on-call, as-needed contract. Costs to be reimbursed through DHS supplemental fund contract approved in November 2012.

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

2.7 Amended: Consider request by FOCUS (Families of Cherokee United in Services) for the county to remain as fiscal agent.

Commissioner Johnston clarified as discussed in Work Session that these are not local funds, but a state grant that FOCUS had received and that the County would only be administering the funds. He added that FOCUS is kind of under the radar but that they really provide a lot of services for the County.

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

COUNTY ATTORNEY

3.1 Amended: Consider joining class action suit related to foreclosures.

Ms. Davis stated that out of Executive Session comes the consideration of an invitation to join a class-action lawsuit that would seek to recover unpaid transfer taxes from past foreclosures. She added that if the County wished to join that lawsuit, a motion authorizing the Chairman to sign the Professional Services Agreement with the legal team heading up the class action would be appropriate. This agreement would engage a group of ten lawyers who would represent us on a contingency basis with assurances that there are no payments or fees that will be due by the County in this matter under any circumstances. We would have the lawyers paid for from any recoveries we may

receive. If we do not receive any recoveries, the attorneys would not be paid. Commissioner Johnston commented that these federal agencies are refusing to pay the transfer tax fees which are customarily when a deed on a property is executed and changes hands. The question is are these federal agencies required to pay these transfer fees like everyone else or are they off the hook. He added - let's let the court decide that, there is no downside to us. Ms. Davis added that these types of cases are springing up all over the country right now in large part to the increasing number of foreclosures in recent years. This case would set the rule of law that there is no exception to waive the payment of these taxes.

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

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made the motion to adjourn at 6:41 p.m.; Commissioner Poole seconded and the motion received unanimous approval.



State of Cherokee County → Cherokee Forward

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



Cherokee County

Build Competitive Advantage



Discussion: Past, Present and Future

- Cherokee County USP's
- Fiscal Integrity
- State of the Economy
- Economic Development
- Achievements/Shortfalls

Guiding Principles: Fiscal Integrity, Quality Growth, Economic Development, Environmental Stewardship



Cherokee County



“USP’s” (Unique Selling Points) — Achieved During Recession

- Cherokee County School District: #1 SAT scores in Georgia
- Top 20% Lowest General Millage Rate in the State of Georgia
- 2nd Lowest Tax Burden and Spending Per Capita in 10-County ARC – Metro Region
- Top 20% Lowest county-wide millage rate in State (General, Fire & Park Bond)
- Awarded #1 EMS Agency in Georgia
- Awarded E911 Communications Call Center of the Year
- Fire Department Lauded as Top 15 Best Places to Work in Georgia
- 1 of 4 Nationally Accredited E911 Centers (CALEA) in the State of Georgia
- Highest S&P Investment Rating in County History (AA+) – Reaffirmed in 2012
- \$45 Million Investment for Parks/Recreation, and \$75 Million for Transportation
- Additional \$45 Million Investment Planned for Parks/Recreation
- Nearly \$100 Million Additional Investment Planned for Transportation
- Nationally Accredited Sheriff’s Office (CALEA)
- Nearly \$300 Million Northside Hospital-Cherokee Expansion Planned

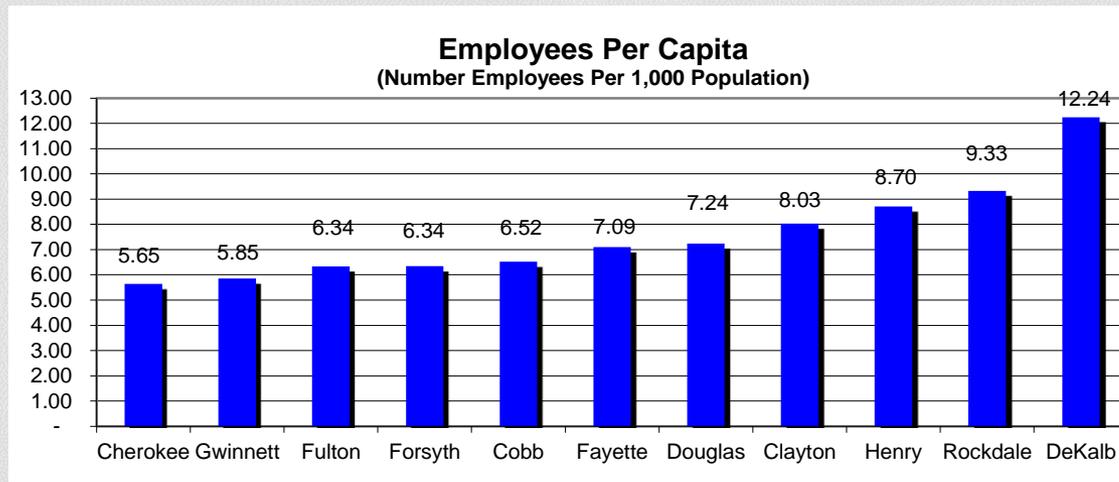


Fiscal Integrity

Build Competitive Advantage



- Highest S&P Investment Services rating in county history: AA+
- Cut millions from budget without impacting service levels
- No Furloughs or Layoffs due to Economic Downturn. *Note: Continually streamlining operations (process improvements), resulting in the elimination of positions and reduced costs.*
- Cherokee County operates on a cash basis and does not borrow money to operate. Other jurisdictions in Metro-Atlanta required to borrow millions to cover operating budgets.
- Lowest # Employees Per Capita in 10-County ARC – Metro Atlanta Region



Fiscal Integrity

Build Competitive Advantage



- Second lowest tax burden in the 10-County ARC – Metro Atlanta Region, plus Forsyth County
- Douglas County has lowest tax burden per capita of \$432.99 in 2009, but tax burden will increase to \$595.38 in 2010 due to recent increase in sales tax rate. Fulton County has the highest tax burden of \$852.29. *Note: Tax Burden is total taxes collected by local jurisdiction (sales, property, insurance premium, etc.)*

County	2010 Census County Population	Total Governmental Fund Taxes Received	Per Capita Taxes	Variance	2010 County Property Tax Rate	2010 County Sales Tax Rate	Ranking 1 = lowest taxes/capita
Douglas	132,403	57,329,291	\$432.99		9.900	7.00	1
Cherokee	214,346	94,861,630	\$442.56	2.21%	8.298	6.00	2
Fayette	106,567	62,166,769	\$583.36	34.73%	7.939	6.00	3
DeKalb	691,893	406,475,000	\$587.48	35.68%	16.860	7.00	4
Cobb	688,078	415,633,188	\$604.05	39.51%	9.600	6.00	5
Henry	203,922	127,223,623	\$623.88	44.09%	14.750	7.00	6
Gwinnett	805,321	515,608,000	\$640.25	47.87%	13.250	6.00	7
Forsyth	175,511	116,381,328	\$663.10	53.14%	7.656	7.00	8
Rockdale	85,215	58,943,523	\$691.70	59.75%	15.750	7.00	9
Clayton	259,424	206,719,255	\$796.84	84.03%	15.227	7.00	10
Fulton	920,581	784,601,000	\$852.29	96.90%	18.741	7.00	11



Fiscal Integrity

Build Competitive Advantage



- Second lowest governmental spending per capita in the 10-County ARC – Metro Atlanta Region, plus Forsyth County. *Note: Governmental Fund Spending totals all spend w/in funds (general, sales tax, etc.) that use taxes to pay for government program/project costs.*
- During the past decade in Cherokee County, the rate of inflation changed 31.2% (3.1% annually), while population changed 51.1% (5.1% annually) - representing a total inflation and population change of 82.3%, or 8.2% annually.
- Fayette County has lowest governmental spending per capita of \$646.30, while Rockdale County has the highest governmental spending per capita of \$1,044.59

County	2010 Census County Population	Total Governmental Fund Expenditures	Per Capita Expenditures	Variance (%)	Variance (\$)	Ranking 1 = lowest expenditures/capita
Fayette	106,567	68,873,942	\$646.30			1
Cherokee	214,346	140,142,370	\$653.81	1.16%	\$7.52	2
Douglas	132,403	88,604,051	\$669.20	2.35%	\$15.39	3
Cobb	688,078	623,048,544	\$905.49	40.10%	\$259.19	4
Henry	203,922	184,918,994	\$906.81	40.31%	\$260.52	5
Gwinnett	805,321	740,178,000	\$919.11	42.21%	\$272.81	6
Fulton	920,581	850,976,000	\$924.39	43.03%	\$278.09	7
Clayton	259,424	241,445,854	\$930.70	44.00%	\$284.40	8
Forsyth	175,511	170,731,146	\$972.77	50.51%	\$326.47	9
DeKalb	691,893	674,147,000	\$974.35	50.76%	\$328.05	10
Rockdale	85,215	89,014,595	\$1,044.59	61.63%	\$398.29	11



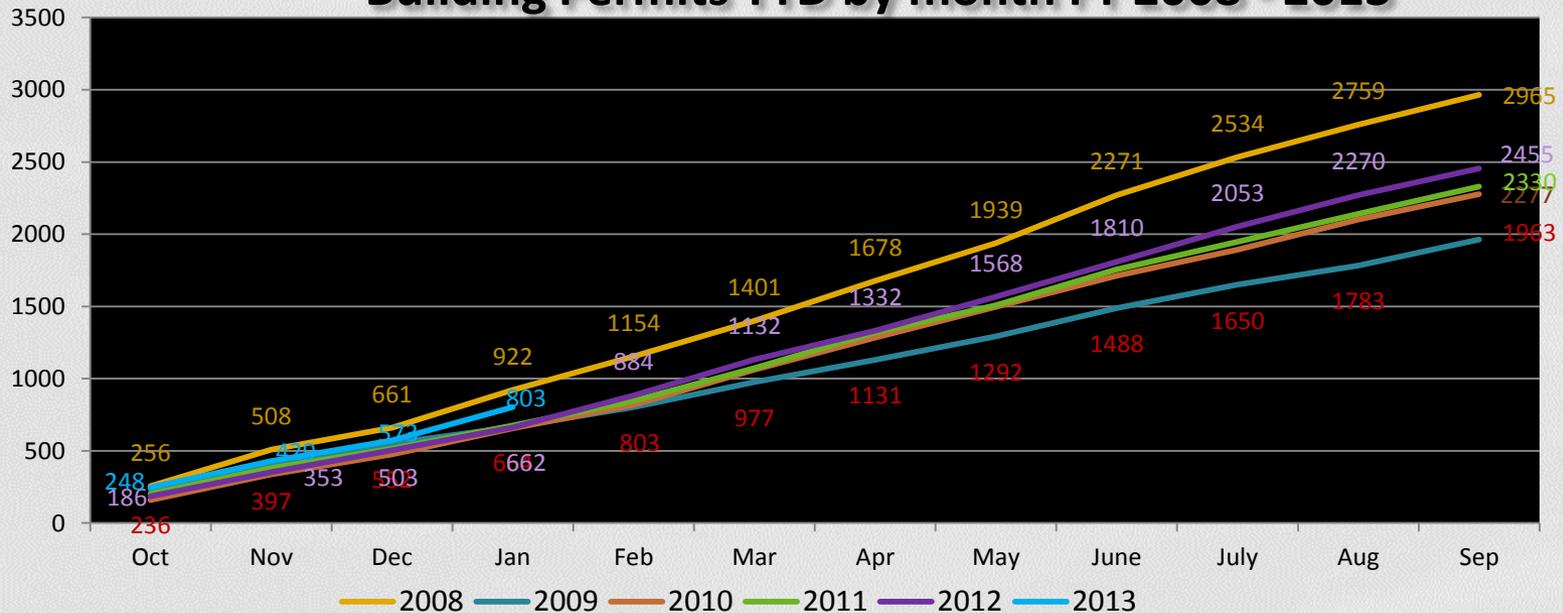
State of the Economy

Build Competitive Advantage



- Unemployment: **2009 (6.9%)**, 2010 (9.1%), 2011 (8.7%), and **2012 (6.7%)**
- Foreclosures: **2009 (1917)**, 2010 (2171), 2011 (1622), and **2012 (1259)**
- Building Permits dropped from the peak of 3,358 in 2007 to a low of 1,963 in 2009 – a decrease of nearly 42%. The county is on pace to nearly reach 2008 permit levels of 2,900+/- in 2013.
- Property Values declined 24% from 2008 to 2012. Projected to stabilize in 2013 (positive growth)
- County Actual Governmental Fund Spend: 2009 (\$147.3 Million), 2012 (\$116.6 Million) – reduction of nearly 21%

Building Permits YTD by month FY 2008 - 2013



Economic Development

Existing Industry



Existing Industry Success



- 550% increase in Existing Industry expansions from 2009-2012
- Over \$22 million in new investment / 365 new jobs



CHEROKEE OFFICE OF ECONOMIC DEVELOPMENT



Economic Development

Expansion Projects



- **Airport Expansion:** Joint Federal, State and Local \$34 Million Project to accommodate over 300 aircraft, to include: increase in runway from its current 3,414 feet to over 5,000 feet, build dedicated taxiway, build passenger terminal, develop new hangars and maintenance facilities. Airport terminal traffic increased from 200/month to over 600/month today – an increase of 300%.

- **Northside Hospital - Cherokee Expansion:** \$250 Million Northside Hospital-Cherokee Relocation in Canton (opening in 2015), and \$30 Million Northside Hospital-Cherokee Medical Office Building in Woodstock (opening in 2013).

- **The Outlet Shoppes at Atlanta (Woodstock):** The Outlet Shoppes at Atlanta is a 370,000 square-foot outlet center that will feature more than 80 retail outlet stores in northern Atlanta. Opening in Summer, 2013.



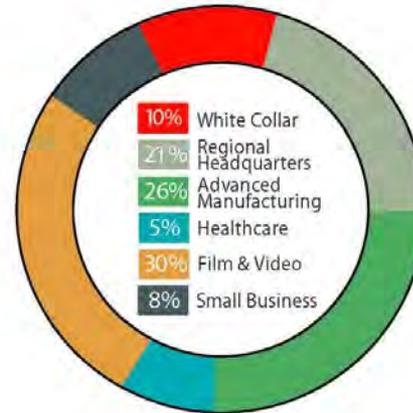
Economic Development

Gaining Momentum



GAINING MOMENTUM

- Continued increase in activity - 62 projects throughout 2012
- Inquiries for available buildings and sites up 63% from 2011



Economic Development

Quality Development



QUALITY DEVELOPMENT

Cherokee 75 Corporate Park

- 100 acres within OZ
- < Two miles from I-75
- One of only 28 sites Certified GRAD Ready
- Phase I infrastructure complete Q1 2013
- Other Quality Developments include
The Bluffs & Cherokee Commerce Center



CHEROKEE OFFICE OF ECONOMIC DEVELOPMENT



Economic Development

New Initiatives - Opportunity Zone



- Two (2) Opportunity Zones have been established totaling over 5,000 acres – one located in SW Cherokee and the other near the Cherokee County Regional Airport.
- 64% of all New Prospect Activity w/in OZ's.
- This designation will provide state job tax credits in the amount of \$3,500 per job for two (2) or more jobs created.



PLAN CHEROKEE
DIRECTIONS · DIALOGUE  DECISIONS · DESTINY



Cherokee County

Achievements/Shortfalls



2012 Achievements:

- Budget: Operating Surplus each of the past 2 years
- Wellness Initiative (Achieved \$1.5 million surplus – 19% of Healthcare Spend)
- Development Services Center (DSC) – Reduced Plan Approvals from 172 days to 15 days (Industrial Projects approved w/in 48 Hours), while reducing annual operating costs by over \$1 million
- E911 Response Times Reduced from 2:08 min to 1:37 min – a 34% reduction
- Second Opportunity Zone (OZ) Designated

2012 Shortfalls:

- Ball Ground Recycling
- HOST (Homestead Option Sales Tax) Defeated By Cherokee County Voters (Goal: Replace Majority of Property Taxes)
- No Major Economic Development Industrial Win (#1 Site in Georgia, but Charlotte, NC was selected)



Cherokee County

Expectations - 2013



- Forward Solution for Recycling Site in Ball Ground
- Under Budget
- Build Cash Reserves
- Open Aquatic Center on Time and Operate within Budget
- Open Fire Training Center on Time and within Budget
- Substantially Complete Canton Area Parks
- Re-Launch 'Life Long Communities' Initiative
- Solution for Jones Building
- Major Economic Development Project



Cherokee County

Build Competitive Advantage



Questions?

L. B. "Buzz" Ahrens, Chairman

County Administration Building & Conference Center

1130 Bluffs Parkway

Canton, GA 30114

678-493-6001 office

lbahrens@cherokeega.com



Cherokee County, Georgia
Agenda Request

SUBJECT: Surplus

MEETING DATE: 2/19/2013

SUBMITTED BY: Janet Munda

COMMISSION ACTION REQUESTED:

Consider approval to surplus outdated and nonfunctioning office equipment and to dispose of it.

FACTS AND ISSUES:

The list of equipment attached has been reviewed by the Elections IT staff and Director and is considered to be outdated or no longer functioning.

BUDGET:

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

Budget Adjustment Necessary: N/A

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: Janet Munda

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

CHEROKEE COUNTY BOARD OF COMMISSIONERS
 1130 Bluffs Parkway
 Canton, GA 30114

SURPLUS PROPERTY TRANSFER FORM

Date: 2-7-13

Transferred From:	Transferred To:
-------------------	-----------------

Action Requested: _____ Transfer Surplus _____ Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Dell Dimension 2400	P			
2	1	MICE PS2 CONNECTOR	P			
3	1	KEY BOARD PS2 CONNECTOR	P			
4	1	HP DeskJet PRINTER 5550	P			
5	1	SHARPE EL-26306 Adding Machine	P			
6	1	TEXAS INST T1-5660 Adding Machine	P			
7	1	Ricoh Aficio 3035 PRINTER	P			
8	1	Ricoh Aficio CL7100 PRINTER	P			
9	2	Logitech Access Key Board PS2 Connector	P			
10	3	LECTRO Jog Model 665	P			
11	2	4 DRAWER FILING CABINET	P			
12	1	DUKANE Overhead Projector	P			

Purchasing Representative	Dept Property Coordinator	Received By
Signature:	Signature: <u>Janet Munda</u>	Signature:
Title:	Title: <u>Director</u>	Title:
Date:	Date: <u>2-7-2013</u>	Date:

Cherokee County, Georgia
Agenda Request

Agenda No. 1.2

SUBJECT: Surplus Electronic Equipment
From Engineering Department

MEETING DATE: February 19, 2013

SUBMITTED BY: Geoffrey E. Morton, P.E.

COMMISSION ACTION REQUESTED:

Consider request to surplus non-functioning computer printers from the Engineering Department and dispose of at the next electronics recycling day.

FACTS AND ISSUES:

The Engineering Department requests to surplus two non-functioning computer printers and to dispose of them at the next electronics recycling day.

BUDGET:

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

Budget Adjustment Necessary: No

ADMINISTRATIVE RECOMMENDATION:

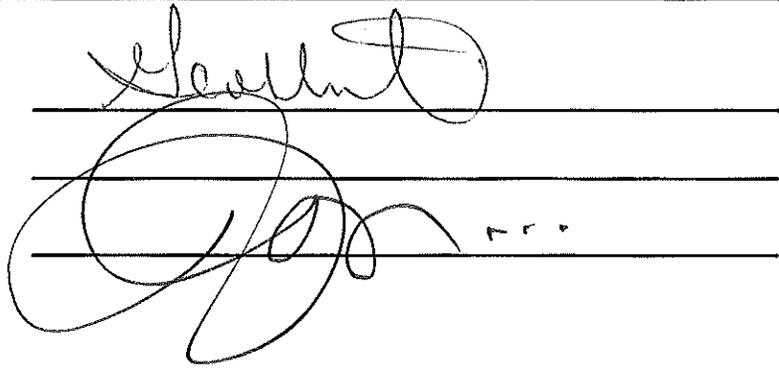
Approval to surplus non-functioning computer printers from the Engineering Department and dispose of at the next electronics recycling day.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



CHEROKEE COUNTY BOARD OF COMMISSIONERS
 1130 Bluffs Parkway
 Canton, GA 30114

SURPLUS PROPERTY TRANSFER FORM

Date: 2/14/2013

Transferred From: Engineering Department (24271000) Capital Program Management (36180000)	Transferred To:
---	-----------------

Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	-1-	HP Deskjet D4100 Printer w/power supply C9068A SN: TH74AD56J4	P			
2	-1-	HP Color Laser Jet Printer CM1312 nfi MFP printer CC 431A SN: CNB88616KP	P			
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative Signature: _____ Title: _____ Date: _____	Dept Property Coordinator Signature: <i>[Signature]</i> Title: <i>County Extension</i> Date: <i>2/13/13</i>	Received By Signature: _____ Title: _____ Date: _____
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Cherokee County, Georgia Agenda Request

SUBJECT: PSA Amendment

MEETING DATE: 2/19/2013

SUBMITTED BY: Cliff Harden, Roads and Bridges Director

COMMISSION ACTION REQUESTED:

Authorize County Manager to execute Amendment One to PSA 2012-11: Uniform Services with Cintas Corporation for the Roads and Bridges Department.

FACTS AND ISSUES:

The annual service agreement for the uniforms and mats for the Roads and Bridges Department is up for renewal. The provider, Cintas Corporation, has offered a 6% cost savings from the 2012 prices for a savings of \$1,000 for the 2013 year. Further they have offered an additional 2% savings for the 2014 year if renewed for a savings of \$400.

The Roads and Bridges Department recommends renewing the Agreement with Cintas. The Procurement & Risk Management Department concurs with renewing the PSA and the Procurement Summary is attached for further information.

BUDGET: *numbers below are for FY2013 (October 2012 – September 2013); not calendar year 2013*

Budgeted Amount:	\$19,000	Account Name: Public Works Admin - Other
Amount Encumbered:	\$0	Account #: 24100000-531700
Amount Spent to Date:	\$4,675	
Amount Requested:	\$13,025	
Remaining Budget:		

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

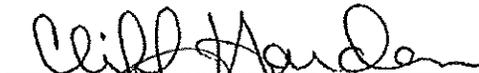
Contract Approval Required: Yes No
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

Authorize County Manager to execute Amendment One to PSA 2012-11: Uniform Services with Cintas Corporation for an annual not to exceed \$18,000 for the 2013 Calendar Year.

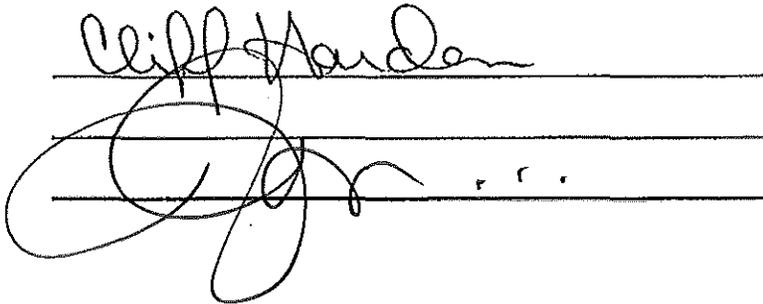
REVIEWED BY:

DEPARTMENT HEAD:



AGENCY DIRECTOR:

COUNTY MANAGER



Procurement Summary

Date Submitted: 19-Feb-13

Submitted by: Kristi Thompson 

PSA Number: 2012-11: Uniform Services - Amendment 1

Period of Performance: 2 Years; 2013 and 2014

Supplier Name: Cintas Corporation

General Description of Purchase: Uniform Services for Roads and Bridges

Source of Funds: Approved in General Budget

Background

PSA 2012-11 for Uniform Services for Roads and Bridges was approved by the Board on April 3, 2012

Source Selection

For the initial contract there were only two bidders to the RFB and Cintas was the low bidder. We are now executing our option to renew service for one year.

Fair and Reasonable Price Determination

The original price was determined fair and reasonable based on the supplier's low bid in an open, competitive bidding process in 2012. We were able to secure a 6% reduction over current 2012 costs for the 2013 calendar year and a further 2% reduction for the 2014 calendar year, if renewed.

Special Considerations

None

Recommendation

Given the need for the service and the reduced pricing over the next two years, we recommend approval of the Amendment.



Cherokee County Board of Commissioners

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

AMENDMENT ONE to Professional Services Agreement for UNIFORM SERVICES

Contract Date: April 3, 2012

Consultant: Cintas Corporation – Location 071
3600 Kennesaw 75 Pkwy
Kennesaw, GA 30144

AMENDMENT ONE

The following amendments to the Professional Service Agreement dated April 3, 2012 made and entered into by Cherokee County (County) and Cintas Corporation (Consultant) shall take precedence over any and all terms and conditions in conflict herewith as part of this Agreement:

1. Whereas the County and the Consultant mutually agree to extend the Professional Service Agreement period by one (1) year with an option to renew for one (1) year; and
2. Whereas Section I.C. Schedule, Completion Date and Term of Agreement is modified to:

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 Amendment shall commence as of April 1, 2013, and the Work shall be completed weekly ending December 31, 2014. 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.
3. Whereas Section III.D has been added to the Compensation and Method of Payment Section of the Agreement as follows:

III.D. MultiTerm Discount – The Consultant has agreed to a six percent (6%) discount totaling not more than One Thousand Dollars (\$1,000) for the 2013 Calendar Year and an additional two percent (2%) discount totaling not more than Four Hundred Dollars (\$400) for the 2014 Calendar Year, if renewed.

Executed this _____ day of _____ 2013

CONSULTANT:

Cintas Corporation
 By: RB Branda Deeb
 Its: General Manager

CHEROKEE COUNTY

 By: _____
 Its: _____

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Purchase of Zero Turn Mower under Park Bond
SUBMITTED BY: Bryan Reynolds, CRPA Director

MEETING DATE: 2/19/13

COMMISSION ACTION REQUESTED:

Consideration of low bid to purchase one (1) zero turn mower with 72" deck under the Parks Bond.

FACTS AND ISSUES:

This is a replacement mower for an existing zero turn mower that will be sold through the auction as surplus. Mason Tractor is the low bidder at \$12,543.73. Grasshopper was the second lowest at \$12,610.93. Each of the quoted makes and models meet our specifications of between 25-30 hp, diesel fuel, and 72 inch mowing deck.

BUDGET:

Budgeted Amount: \$146,208	Account Name: Park Bond - Equipment
Amount Encumbered: \$0	Account #:
Amount Spent to Date: \$7,024.72	
Amount Requested: \$12,543.73	
Remaining Budget: \$126,639.55	

Budget Adjustment Necessary: None

ADMINISTRATIVE RECOMMENDATION:

Acceptance of low bid to purchase one (1) zero turn mower with 72" deck under the Parks Bond.

REVIEWED BY:

DEPARTMENT HEAD: _____

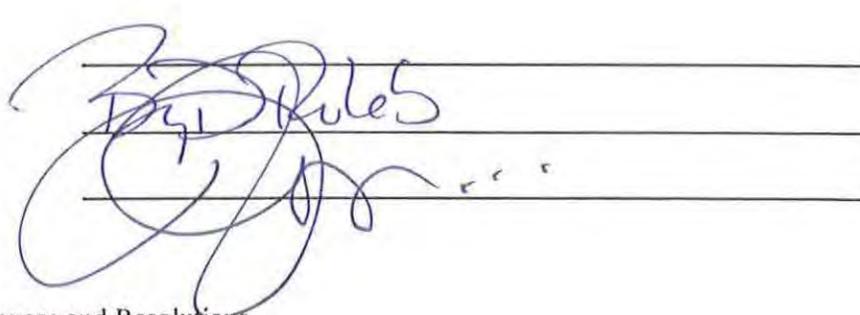
AGENCY DIRECTOR: _____

COUNTY MANAGER _____

APPROVED AS TO LEGAL FORM: _____

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY: _____



MASON TRACTOR CO.



Phone: (770) 887-6119
 Toll Free: (877) 887-6119
 Fax: (770) 781-546
 Cell: (706)-809-0112

2510 Dahlonega Highway
 P.O. Box 166
 Cumming, GA 30028

www.MasonTractor.com
 rthompson@masontractorco.com
 Date: 01/03/13
 Salesman: Randy Thompson

NOTES:	
Name: Cherokee Rec.& Parks Agency Address: 1130 Bluffs Pkwy, Canton Ga. 30114 Phone: 678-493-6000 e-mail:	Prices Include: All Discounts, delivery, setup, books, fuel, keys and all paperwork etc. Thanks Randy Thompson!!!!!!

SALES: N/U	DESCRIPTION	SERIAL#	STOCK#	PRICE
1	Kubota ZD331LP-72/ 31hp Diesel w/72" Deck			\$ 12,543.73
			Sale Price Total: \$ <u>12,543.73</u>	

TRADE-IN DESCRIPTION	SERIAL#	STOCK#	PRICE

SETTLEMENT	S/N#		
CASH / CHECK / FINANCE		Total Finance Fee:	\$
USAGE: AG / CONS		Down Payment :	\$
SALES TAX: YES / NO RATE:		SALES TAX:	\$
INSURANCE: YES / NO		Total Price:	\$
TERMS:			

PROGRAM: STD RATE: LOW APR: OTHER:

CUSTOMER: Cherokee Rec.& Parks Agency Salesman: Randy Thompson

Moridge Manufacturing,
 PO Box 810,
 Moundridge, KS 67107



IT'S SO MUCH MOWER

Quote

Customer

Name **Cherokee Parks and Rec.**
 Address 610 Druw Cameron Drive
 City Woodstock State GA ZIP 30188
 Fax: Attention: Tony Stargel
 Phone: 770-852-2258 Email: lwstargel@cherokeega.com
 Qty Order # Description

Misc

Date 2/4/2013
 Contract No. SPD0000043-0005
 Contract Name Georgia
 Rep: Richard McAllister

Qty	Order #	Description	List Price	Bid Price	TOTAL
1	534191	Model 430D/72 30 hp, liquid-cooled, Diesel, 3-cylinder 72" Cutting Deck, 12-gallon fuel tank, 24" tires	\$17,130.00	\$ 12,400.93	\$ 12,400.93

C: James Farley

Dealer

Dealer Name **Goss Equipment Co. LLC.**
 Address 76 Philadelphia LN
 Jasper, GA 30143
 Phone: 706-253-4677
 Contact:

SubTotal \$ 12,400.93
 Set up/Delivery \$ 210.00
 Trade Allowance \$0.00 \$0.00
TOTAL \$ 12,610.93

Make PO out to Moridge Mfg., Inc.

PO#

Signature:

All Quotes are good for 30 days

For Additional Information

Please Contact: **Brent Dobson**
 Phone: 620-345-8621

Fax: 316-462-0593
 Email: bdobson@grasshoppermower.com



Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
301 Schubert Drive
Pensacola, FL 32504
Ph# (850) 479-4653
Fax# (850) 484-8596
www.jerrypate.com

DATE: January 2, 2013
EXPIRATION DATE: Valid 30 Days

EXCLUSIVELY FOR: Cherokee Rec & Pks Agency
Tony Sargel
610 Drew Cameron Ct.
Woodstock, GA 30188
[Ph#] 770/852-2258
[Fax#]
[Customer Acct#] 2280
twstargel@cherokeega.com

Quote

Prepared By: Michael Hurd
404/759-3250 cell
mhurd@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
1	74274	Toro Z Master 25hp Kubota Diesel w/72" Turbo Force Deck	\$13,039.20	\$ 13,039.20
			Total	\$ 13,039.20

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions. The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, sign here and return _____ Date _____

Thank you, we appreciate your business!



MORGAN'S ACE HARDWARE

Your Handy Helpful Hardware Store Since 1939

Quote

Company Name CHEROKEE PARKS AND REC Date 02/08/13

Contact Name TONY STARGEL

Phone _____ Good Until 02/28/13

Qty	Model #	Description	Reg Per Unit Price	Total Reg Price	Sale Price Per	Quote
1	74274	TORO MOWER 25 HORSEPOWER KUBOTA 72 DECK	\$18,110.00	\$18,110.00	\$13,039.20	\$13,039.20
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00

Sub Total \$18,110.00 Sub Total \$13,039.20
Savings Of -\$5,070.80
6% Tax
Total \$13,039.20

Additional Notes

Prepared By: ROBERT

Quotes are only good within allotted times. Morgan's holds the right to change the estimated quote at anytime due to manufacturer changes. Quotes not necessarily good with all financing offers, ask the power equipment manager if any questions.

**Cherokee County, Georgia
Agenda Request**

2.3

SUBJECT: Standard Professional Services Agreement MEETING DATE: February 19, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider approval of modified Standard Professional Services Agreement as drafted by Angie Davis, County Attorney.

FACTS AND ISSUES:

The BOC approved the Standard Professional Services Agreement a few years ago as a standard agreement for staff to use when conducting business with companies. The standard agreement was drafted to ensure the county was protected and adhered to various state laws (e-Verify and SAVE). To ensure the county complied with Title VI of the United States Code (non-discrimination provisions) Angie Davis has proposed modifications described in an attached email communication.

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

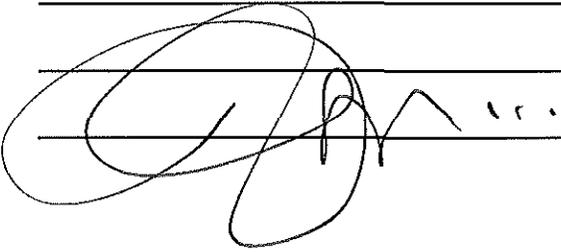
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

Approve modified Standard Professional Services Agreement.

REVIEWED BY:

DEPARTMENT HEAD:	_____
AGENCY DIRECTOR:	_____
COUNTY MANAGER	_____



Jerry Cooper

From: Angela Davis <adavis@jarrard-davis.com>
Sent: Tuesday, February 12, 2013 3:48 PM
To: Jerry Cooper
Cc: Dianne Kempton; Elizabeth Whitworth
Subject: Standard Professional Services Agreement (updated)
Attachments: Standard Professional Services Agreement - Revised (2.11.13).doc

Jerry,

We were recently working on an update to the professional services agreement for another client, and I wanted you to have the benefit of the update for use in Cherokee County. Specifically, GDOT has been getting increasingly aggressive about enforcement of a little known Title VI provision regarding non-discrimination provisions. To address that issue and to reflect other slight modifications, please find an updated proposed standard professional services contract attached.

As indicated, among other more minor updates, this updated agreement includes language required by Title VI of the United States Code. The Title VI requirements apply on an entity-wide basis once a County accepts any federal funding (meaning that the County must ensure that it does not discriminate in its activities generally – including federally-funded and non-federally funded contracts). Specifically provided language must be used in GDOT/transportation contracts and other federally-funded contracts; otherwise, we are of the opinion that the County may use its own standard language to affect the intent of Title VI in its non-federally-funded contracts. Our intent is that the attached agreement be used for projects that are NOT federally funded. (Note: Federally funded projects may include those projects funded by the State if the State uses federal funds in its funding of the project.) If the County needs a contract related to a federally-funded project, we will need to determine what agency is providing the funding so that we may then review what, if any, specific language has been mandated for inclusion by that agency as it varies from agency to agency.

As you know, the SAVE language and affidavit included in the attached agreement is required for any Contract executed by the County and a private entity. In comparison, the E-Verify language need not be used in every County contract, but we have retained the E-Verify language and affidavits in the attached updated professional services agreement because it is required when the services performed are related to or in some way impact County property (including maintenance and consulting contracts). The E-Verify requirement is far-reaching, and there is wide-spread confusion regarding when the E-Verify language/affidavits are required, so we believe that the safer practice is to include this language generally and evaluate whether it is necessary when specifically requested/challenged by a contractor.

Please let me know if you would like to discuss. Otherwise, we would suggest that this attachment replace the standard professional services agreement that has been in use to date.

I hope this is helpful – at least its “free work” for the County!!

Angie

Angela E. Davis, Esq.
Jarrard & Davis, LLP
105 Pilgrim Village Drive
Suite 200
Cumming, Georgia 30040

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 _____ day of _____, 20____, 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 _____, a _____, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as _____; 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

B. The Work

The Work to be completed under this Agreement (the "Work") consists of _____

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 _____ . 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 _____, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon _____ [**specify hourly rate, flat fee, or other basis**]_____.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. In no event shall the total reimbursement for costs incurred during a particular month exceed _____ percent of the total amount due for Work for that particular month.

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

_____ 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 and/or the County 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 the following insurance policies with 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 in writing.

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

(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 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, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

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.

Consultant acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

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.

R. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement.

V. COVENANTS OF THE COUNTY

A. Right of Entry

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

B. County's Representative

_____ shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for convenience 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 _____ for the County and _____ for the Consultant.

B. Official Notices

All other notices, requests, demands, 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

NOTICE TO THE CONSULTANT shall be sent to:

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 last Party executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

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 will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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 county contract, a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cherokee County, the undersigned applicant, acting on behalf of _____, 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 a copy of at least one secure and verifiable document to the County, 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:

EXHIBIT "D"

[Insert any list of key personnel pursuant to Section IV(O).]

**Cherokee County, Georgia
Agenda Request**

SUBJECT: FY 2014 Section 5311 Grant Application MEETING DATE: February 19, 2013
 Between Georgia Department of Transportation
 And CATS

SUBMITTED BY: Geoffrey Morton

COMMISSION ACTION REQUESTED:

Consider approval of FY 2014 GDOT grant application in the amount of \$540,045.00 for operating expenses associated with the CATS 5311 Rural Public Transportation program. Cherokee County's obligation to be \$270,022.00.

FACTS AND ISSUES:

The FY 2014 5311 GDOT application is the standard document that Cherokee County must approve annually to initiate steps for the GDOT annual contract (to be presented at a later date) for funding of the CATS 5311 Rural Public Transportation Program.

The Georgia Department of Transportation (GDOT) provides reimbursement funds to the County for the County's Rural Transportation Program; 5311, as well as capital to replace the aged bus fleet. The County is obligated to provide a 50% match of operating expenses, in this case \$270,022.00. Anticipated DHR annual funds in the amount of \$217,355.00 will be used to off-set the County's match.

For comparison, in FY 2013, the County is currently receiving \$301,103.00 (vs. \$270,022.00 proposed) in Federal 5311 funds through the current GDOT annual contract.

BUDGET:

Budgeted Amount:	\$540,045.00	Account Name:	5311 Rural Transportation
Federal Portion:	\$270,022.00	Account #:	2.5541.000
County Portion:	\$270,022.00		

ADMINISTRATIVE RECOMMENDATION:

Approval of FY 2014 GDOT grant application in the amount of \$540,045.00 for operating expenses associated with the CATS 5311 Rural Public Transportation program. Cherokee County's obligation to be \$270,022.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

The image shows three handwritten signatures in blue ink. The first signature is for the Department Head, the second is for the County Attorney, and the third is for the County Manager. The signatures are written over the horizontal lines provided for each role.



January 31, 2013

Ms. Barbara Shearin
Cherokee County
1130 Bluffs Parkway
Canton, GA 30114

SUBJECT: SECTION 5311 GRANT APPLICATION FOR FY 2014

Dear Ms. Shearin:

It is time once again to begin the application cycle for the FY 2014 Rural Public Transportation grants. I have attached several documents to help make this process go as smooth as possible.

There is a legal ad that needs to be published as soon as possible. Please obtain an affidavit attesting to the publication.

The sample FTA Certifications and Assurances for Federal Assistance (Exhibit 5) should be sent to the County Attorney for the Opinion of Counsel. Please ensure that this document is placed on the attorney's letterhead stationery.

The Authorizing Resolution (Exhibit 7) should be typed on County letterhead and presented to the Commission for adoption as soon as possible.

I have also attached instructions on completing the Exhibits.

Please have all completed application information to this office by Friday March 8, 2012. If you have any questions, feel free to call me at (770) 387-5496.

Sincerely,

A handwritten signature in blue ink that reads "Freida Black".

Freida Black
Public Transportation Coordinator

Enclosures

PLEASE ASK COUNTIES TO FOLLOW INSTRUCTIONS VERY CAREFULLY REGARDING THE EXHIBITS:

1. **EXHIBIT 5** - Have the County Commissioner Chairman or Mayor and County Attorney to sign this document and return original to you by March 8, 2013. You may want to provide your attorney a copy of "Appendix K" which covers these certifications and assurances.
2. **EXHIBIT 6** – The Clearing House no longer is acting as SPOC and on further instruction has been received to date so you do not have this exhibit for year. In lieu of Exhibit 6 we will attach the memo we received from the clearinghouse.„
3. **EXHIBIT 7** - (AUTHORIZING RESOLUTION) Passed at the next Commissioner's Meeting. Ask County to make sure resolution is properly witnessed and notarized including the date the commission expires; it should also be stamped with the notary seal as well as the County Seal; and complete certificate of attesting officer. Then the original should be returned to you by March 8, 2013.
4. **EXHIBIT 8A** - Have the County Commissioner or Mayor to sign and date this form. This exhibit, original legal ad and notarized publisher's affidavit from the newspaper should be returned to you by March 8, 2013.
5. **EXHIBIT 8B** - Publish this notice one time in the local government's legal newspaper. The original legal ad and notarized publisher's affidavit from the newspaper should be returned to you by March 8, 2013.
6. **EXHIBIT 9** - Certification of no intent of charter is done when a County does not intend to charter. This exhibit is signed by County Commissioner or Mayor and returned to you by March 8, 2013.
7. **EXHIBIT 10** - Have the County Commissioner or Mayor sign and return to you by March 8, 2013..
8. **EXHIBIT 11** - FTA Title VI Data Collection and Reporting. This form needs to be completed for a typical month in the fiscal year 2010; this data can be obtained from the vehicle monthly reporting forms that are turned into the Department each month . This form needs to be sent in along with other information by March 8, 2013.
9. **EXHIBIT 12** – This form needs to be put on County letterhead and signed by the County Commissioner or Mayor and returned by March 8, 2013.
10. **EXHIBIT 13** – This form needs to be completed and signed by the County Commissioner or Mayor and returned with the other exhibits by March 8, 2013

*******OTHER ITEMS TO BE SENT WITH THE EXHIBITS*******

11. Copy of Purchase of Service agreements that you have with the Department of Human Resources, Lookout Mountain, or any other organization needs to be turned in with your application information by March 8, 2013

EXHIBIT 5

2013
**FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES FOR FEDERAL
 TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

Name of Applicant: Cherokee County

The Applicant agrees to comply with applicable provisions of Categories 01 – 24. X

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category	Description	
01.	Assurances Required For Each Applicant.	<u>X</u>
02.	Lobbying.	<u>X</u>
03.	Procurement Compliance.	<u>X</u>
04.	Protections for Private Providers of Public Transportation.	<u>X</u>
05.	Public Hearing.	<u>X</u>
06.	Acquisition of Rolling Stock for Use in Revenue Service.	<u>X</u>
07.	Acquisition of Capital Assets by Lease.	<u>X</u>
08.	Bus Testing.	<u>X</u>
09.	Charter Service Agreement.	<u>X</u>
10.	School Transportation Agreement.	<u>X</u>
11.	Demand Responsive Service.	<u>X</u>
12.	Alcohol Misuse and Prohibited Drug Use.	<u>X</u>
13.	Interest and Other Financing Costs.	<u>X</u>
14.	Intelligent Transportation Systems.	<u>X</u>
15.	Urbanized Area Formula Program.	<u>X</u>
16.	Clean Fuels Grant Program.	<u>X</u>
17.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	<u>X</u>
18.	Nonurbanized Area Formula Program for States.	<u>X</u>
19.	Job Access and Reverse Commute Program.	<u>X</u>
20.	New Freedom Program.	<u>X</u>
21.	Paul S. Sarbanes Transit in Parks Program.	<u>X</u>
22.	Tribal Transit Program.	<u>X</u>
23.	TIFIA Projects	<u>X</u>
24.	Deposits of Federal Financial Assistance to a State Infrastructure Banks.	<u>X</u>

2013
FEDERAL FISCAL YEAR 2012 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)
AFFIRMATION OF APPLICANT

Name of Applicant: Cherokee County

Name and Relationship of Authorized Representative: L. B. Ahrens, Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year ~~2012~~.

2013

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2012.

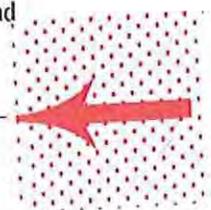
2013

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date: _____

Name L. B. Ahrens, Jr.
Authorized Representative of Applicant



AFFIRMATION OF APPLICANT'S ATTORNEY

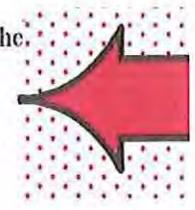
For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____ Date: _____

Name Paul N. Higbee, Jr., Esq.
Attorney for Applicant





JARRARD & DAVIS, LLP

KEN E. JARRARD
ANGELA E. DAVIS

PAUL N. HIGBEE, JR.
PAUL J. DZIKOWSKI

Limited Liability Partnership
105 Pilgrim Village Drive, Suite 200
Cumming, Georgia 30040

TELEPHONE: 678.455.7150
FACSIMILE: 678.455.7149

PHIGBEE@JARRARD-DAVIS.COM

CHRISTOPHER J. HAMILTON
PAUL B. FRICKEY
THOMAS MONDELLI
KENNETH P. ROBIN
JAMES F. F. CARROLL
ELIZABETH M. WHITWORTH

January 27, 2012

Ms. Freida Black
Department of Transportation State of Georgia
District Six
P. O. Box 10
Cartersville, Georgia 30120-0010

Re: Cherokee County, Section 5311 Grant application for FY 2012⁴

Dear Ms. Black:

Please find enclosed the fully executed Certifications and Assurances Signature Page, Appendix A, and Exhibit 5 with regard to the above-referenced matter.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

JARRARD & DAVIS, LLP

Paul N. Higbee, Jr.
Paul N. Higbee, Jr.

PNH:rlh
Enclosures

cc: Geoff Morton, County Engineer
Cherokee County

EXHIBIT 7
(Page 1 of 2)

AUTHORIZING RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER SECTION 5311 OF THE FEDERAL TRANSIT LAWS UNDER CHAPTER 53 OF TITLE 49 OF THE UNITED STATES CODE.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grant to non-urbanized areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon applicant, including the provision by it of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and under the United States Department of Transportation requirements thereunder; and

NOW THEREFORE, BE IT RESOLVED BY Cherokee County Board of Commissioners, hereinafter referred to as the "APPLICANT",

1. That the **Commission Chairman** hereinafter referred to as the "Official is authorized to execute and file an application on the behalf of the Applicant, a City/County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act."
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to furnish such additional information as the U.S. Department of Transportation or the Georgia Department of Transportation may require in connection with the application of the project.
5. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation in connection with the application for public transportation assistance.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1F, FTA Certifications and Assurances for Federal Assistance 2012 as listed in Federal Register, **Appendix A.**
7. That the Applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements.

EXHIBIT 7
(Page 2 of 2)

APPROVED AND ADOPTED this _____ day of _____, 20____.



Chairman of Commission or Sole Commissioner

L. B. Ahrens , Commission Chairman _____
Type Name and Title

Signed, sealed and delivered this _____ day of _____, 20__ in the presence of

Witness



Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting **County Clerk of Cherokee County Board of Commissioners**
(Title of Certifying/Attesting Official)(Applicant's Legal Name)
certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting
held on

_____, 20_____.

Name of Certifying/Attesting Officer

County Seal

Title of Certifying/Attesting Officer

EXHIBIT 8A

PRIVATE ENTERPRISE COORDINATION CERTIFICATION

List of private providers operating in the service area:

Royalty Transportation, Trinity Care Transportation, Canton Taxi,
Taxi Rotativo, CheroTaxi, American Cab, Caring Man in a Van,
Holly Cab, Total Care Transportation, AAA Taxi, AirLine Limousine

Date Notified: _____

Attach Notice and Affidavit from newspaper and copies of letters sent to private providers.

Last Day to Respond: _____

Cherokee County Board of Commissioners will annually review existing service and any proposed service changes to determine the feasibility of private providers providing the public service. An annual review will be scheduled and a review format will be developed to carry out this task. Private providers will be notified and their interest in the service provision will be assessed. Private providers will be invited to attend and be a part of the annual review process. Additional Private Enterprise requirements are outlined in Appendix F.

Date: _____

Signature of Authorized Officer

L.B Ahrens, Commission Chairman
Name and Title of Authorized Officer

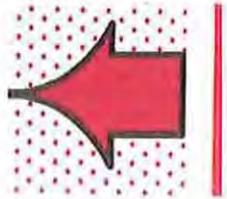


EXHIBIT 8B

NOTICE OF OPPORTUNITY FOR A PUBLIC HEARING PRIVATE ENTERPRISE COORDINATION RURAL PUBLIC TRANSPORTATION PROGRAM

Cherokee County Board of Commissioners is applying for funding assistance under Title 49 U.S.C. Section 5311 of the Federal Transit Act pertaining to rural and small urban areas.

The Cherokee County Board of Commissioners will offer general public transportation to all citizens of Cherokee County Board of Commissioners for any worthwhile purpose, including but not limited to shopping, medical treatment, social services and other purposes.

The Cherokee County Board of Commissioners solicits private sector input and participation to assure that private for-profit transportation operators have a fair and timely opportunity to participate in the development of this program.

The Cherokee County Board of Commissioners also solicits comments and concerns from the general population on local rural public transportation services.

The Cherokee County Board of Commissioners also solicits comments and concerns from the disabled population and their representatives to assure that issues relating to the disabled are addressed in the service design proposed during the planning process.

Interested persons are invited to request that a public hearing be held to discuss the services being offered or development of the application.

Written comments, requests for a public hearing and/or written notice of intent by private for-profit transportation operators to provide or participate in the above services should be submitted no later than fifteen (15) days from the date of this publication to:

Geoffrey E. Morton
Cherokee County Government
Public Works Agency Director
1130 Bluffs Parkway
Canton, Georgia 30114
678-493-6077

If no response is received within the fifteen (15) days, the Department of Transportation will proceed with the application.

**NOTICE OF OPPORTUNITY FOR A PUBLIC HEARING
PRIVATE ENTERPRISE CORPORATION
TRANSPORTATION FOR THE DISABLED**

The Cherokee County Board of Commissioners is applying for funding assistance under Title 49 U.S.C. Section 5311 of the Federal Transit Act pertaining to rural and small urban areas.

The Cherokee County Board of Commissioners will offer general public transportation to all citizens of Cherokee County for any worthwhile purpose, including but not limited to shopping, medical treatment, social services and other services.

The Cherokee County Board of Commissioners also solicits comments and concerns from the disabled population and their representatives to assure that issues relating to the disabled are addressed in service design proposed during the planning process.

Interested persons are invited to request that a public hearing be held to discuss the services being offered on the development of the application.

Written comments request for a public hearing and/or written notice of intent by private for profit transportation operators to provide or participate in any or all of the above services should be submitted no later than fifteen (15) days from the date of this publication to:

Geoffrey E. Morton, P.E., Public Works Agency Director
1130 Bluffs Parkway
Canton, Georgia 30114
678-493-6077

If no responses are received within fifteen (15) days, the Georgia Department of Transportation will proceed with the application.

*****END*****



ORIGINAL

Purchase Order

Fiscal Year 2013

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order #

47721-00

Delivery must be made within doors of specified destination.

B
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1510
CHEROKEE COUNTY FINANCE & ACCT
1130 BLUFFS PARKWAY
CANTON GA 30114

V
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CHEROKEE TRIBUNE-ACCT #83440
P.O. BOX 449
MARIETTA GA 30061
UNITED STATES

S
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CATS
884 UNIVETER RD
CANTON GA 30115

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
						BARBARA SHEARIN	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
02/04/2013	239				TRANSPORTATION		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	CATS PUBLIC NOTICE AD PUBLIC HEARING ADVERTISEMENT- CATS			1.0	EA	\$124.800	\$124.80
	***** GL SUMMARY *****						
	240 -5540-0000-000-00 -00-523300-5311						124.80

1. Address all correspondence to Accounts Payable.
2. All Shipments prepaid.
3. Cash purchase order must be on a separate invoice.
4. Invoice must be numbered and itemized - Stating quantity, price and amount of each item.
5. Delivery will be accepted at vendor's risk. Goods are subject to inspection and return if found inferior to specifications on reasonable standard quality.
6. Cherokee County is Tax Exempt from Federal and State tax.

Authorized Signature

PURCHASING COPY

PO Total

\$124.80

EXHIBIT 9

CERTIFICATION OF NO INTENT OF CHARTER SERVICE

Cherokee County Board of Commissioners certifies that it does not intend to and will not provide charter service with FTA funded equipment or facilities or provide any exclusive service during the operating period of this application. Should the Applicant decide to provide charter service under the only exception allowed by Georgia department of Transportation (conveyance of government officials), the Applicant MUST notify Georgia Department of Transportation and Federal Transit Administration in writing of such services.

The applicant also certifies that conveyance of government officials shall not exceed 80 hours in a given year and such services must also be reported using Federal Transit Administration's TEAM module.

DATE: _____

Signature of Authorized Officer

L. B. Ahrens, Commission Chairman
Name and Title of Authorized Officer

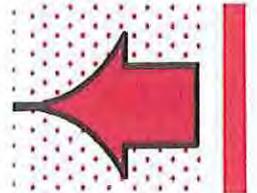


EXHIBIT 10
(Page 1 of 6)

**SPECIAL SECTION 5333(b) WARRANTY FOR
APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under Title 49 U.S.C. Section 5311:

A. General application

The Public Body Georgia DOT agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project CHEROKEE COUNTY and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the recipient and any other legally responsible party designated by the Public body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service or operation assisted by Federal funds, but shall include any changes, whether organizational, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (9) of the Model agreement or applicable provisions of substitute comparable arrangements.

EXHIBIT 10

(Page 2 of 6)

(2)(a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.

(2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2)(c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the applications of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)¹, the public body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below², provided that other comparable arrangements may be substituted therefore, if approved by the Secretary of Labor and certified for inclusion in these conditions.

¹Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1987 (24 Stat. 379), as amended].

²For purposes of this warranty agreement, paragraphs (1);(2);(5);(15);(22);(23);(24);(26)(27);(28); and (29) of the Model Section 5333(b) Agreement, executed July 23, 1975 are to be omitted.

EXHIBIT 10

(Page 3 of 6)

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights or any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

EXHIBIT 10
(Page 4 of 6)

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds, provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

C. Waiver

As part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

EXHIBIT 10
(Page 5 of 6)

D. Acceptance

Cherokee County Board of Commissioners does hereby adopt and accept all terms and conditions of this Special Section 5333(b) Warranty. Furthermore, Cherokee County Board of Commissioners assures that this agreement will be in force during the contractual period with the Georgia Department of Transportation for assistance under Section 5311 of the Federal Transit Act.

Executed this _____ day of _____, 20 ____.

Signature of Authorized Officer

Commission Chairman
Title of Authorized Officer



EXHIBIT 10
(Page 6 of 6)

Project Description, Listing of Recipients, Eligible Surface Public Transportation Providers and Labor Representation

Project Description (listing of capital equipment, type of service provided)*	Recipients Identify applicant of transportation assistance (legal entity) and the actual provider of the service	Other Surface Public Transportation Providers (include taxis)	Union Representation of Employees, If Any
<p>General Public Transportation, Demand Responsive</p> <p>Total Vehicles: 14</p> <p>(10) Shuttle Buses with lifts (1) Shuttle Van (2) Shuttle Vans with lifts (1) Shuttle Bus</p>	<p>Cherokee County Board of Commissioners / Cherokee Area Transportation System / CATS</p>	<p>Canton Taxi</p> <p>Holly Cab</p> <p>Cherokee Co. Cab Co.</p> <p>AAA Taxi</p> <p>Total Care Transportation</p> <p>Caring Man In A Van</p> <p>Royalty Transportation</p> <p>Taxi Rotativo</p> <p>CheroTaxi</p> <p>American Cab</p> <p>AirLine Limousine</p> <p>Trinity Care Transportation</p>	<p>None</p>

Area Served by this project: Cherokee County, Georgia

Submit to the Office of Intermodal Programs by November 30, 2013 for reporting purposes to the U.S. Department of Labor.

*Existing



Cherokee County 2012 BUS LISTING

5311 RURAL BUSES							ASSET
BUS #	YEAR	MAKE	MODEL	VEHICLE ID #	PASS	WC	ID/TAG
2791	2008	FORD	ELKHART/BUS	1FD3E35S28DA54796	13	NO	X13006
2792	2008	FORD	GOSHEN/BUS	1FD4E45S38DA32655	16	YES	X13007
2793	2008	FORD	ELKHART/BUS	1FD3E35S98DA59686	10	YES	X13008
2794	2008	FORD	GOSHEN/BUS	1FD4E45S88DA32652	16	YES	X13009
2795	2008	FORD	GOSHEN/BUS	1FD4E45SX8DA32653	16	YES	X13010
2796	2008	FORD	GOSHEN/BUS	1FD4E45SX8DA85000	16	YES	X13011
3055	2010	FORD	GOSHEN/BUS	1FD4E45S6ADA82334	20	NO	X11603
3054	2011	FORD	GOSHEN/BUS	1FD4E45S4BDA02620	11	YES	X13005
3157	2011	FORD	GOSHEN/BUS	1FD4E45S2BDA02643	17	YES	X13004
3158	2011	FORD	GOSHEN/BUS	1FD4E45S4BDA02644	17	YES	X13003
3159	2011	FORD	GOSHEN/BUS	1FD4E45S6BDA02645	17	YES	X13002
3160	2011	FORD	GOSHEN/BUS	1FD4E45S8BDA02646	17	YES	X13001

BUS #	5307 YEAR	FIXED MODEL	ROUTE VIN #	PASS	WC	ASSET/ID TAG
3052	2010	Ford Shuttle	1FD4E45S3ADA79083	16	WC	X11602
3053	2010	Ford Shuttle	1FD4E45S1ADA90132	16	WC	X11601
TROLLEY	2004	Villager 158	4UZAACBW54CM34287	26	WC	2677
32'	2010	Glaval Apollo	4UZAACDT7ACAT2918	30	YES	3079

.....

Legend:

Updated 2/22/2012

EXHIBIT 11

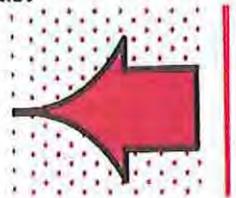
FTA TITLE VI DATA COLLECTION AND REPORTING CHEROKEE COUNTY SECTION 5311 PROGRAM

PART I - GENERAL REPORTING

- A. No lawsuits or complaints have been filed against the CHEROKEE County Section 5311 program.
- B. The CHEROKEE County Section 5311 program has not applied for any other Federal Financial Assistance.
- C. No Civil Rights Compliance Review Activity has been conducted in the last three years.

(Authorized Signature City/County)

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



PART II - MONITORING PROCEDURES

Level of Service – Overview¹

Total Population	214,346
Minority Percentage:	18.7 %
Type of Service:	Demand Response – Coordinated Trips
Days/Hours of Operation:	Monday – Friday 6:30 AM – 5:00 PM
Number of Vehicles:	Twelve (12)
Wheelchair Equipped:	10
Total Seating Capacity:	181
Service Area:	Cherokee County, Georgia

Performance²

Total number of trips for an average month	3,892
Total number of trips to minorities	662
Percentage minority trips to total trips	17 %

¹ Population Data from US Census Data for 2010 Source "<http://venus.census.gov/cdrom/lookup>"

² Monthly averages for 2012 fiscal year using the GDOT M.I.S. along with data provided by local transit staff.

Based on a review of all State, Federal, Civil Rights and Title VI mandates and requirements CHEROKEE County Transit has met or exceeded expectations. The CHEROKEE County Section 5311 Program has met most of the Department's Service Goals and Standards as well as the County's Service Goals and Standards. The passenger per mile ratio is low on some vehicles, but routes and schedules are reviewed regularly to address this operational service goal.

Quality of Service³

Total number of trips for month	4,172
Total number of minorities OWPTs ⁴	743
Trips by trip purpose	
Medical	355
Employment	374
Nutrition	533
Social/Recreational	35
Education	2366
Shopping/Personal	509
Trips by trip purpose (minorities)	
Medical	75
Employment	64
Nutrition	105
Social/Recreational	6
Education	402
Shopping/Personal	88
Transit Cost Analysis ⁵	
Cost per hour	\$33.77
Cost per OWPT	\$ 11.04
Cost per mile	\$ 2.14

³ Statistics from GDOT M.I.S., Fy 2012

⁴ Information is an average for a typical month, such as June, 2012 estimated by County Personnel
Minority usage is for all purposes.

⁵ Information derived from FY 2012 using GDOT M.I.S. and financial records.



Cherokee County Government

1130 Bluffs Parkway
Canton, GA 30114

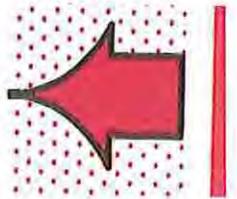
EXHIBIT 12

Substance Abuse Certification

I, L. B. Ahrens, Commission Chairman,
certifies that Cherokee County Board of Commissioners and its contractors, as
required,

for the Section 5311 Rural Public Transportation Program, has established and
implemented an alcohol misuse prevention program and anti-drug abuse program in
accordance with the terms of 49 CFR, Part 655.

I further certify that the employee training conducted under this part meets the
requirements of 49 CFR, Part 40.



L. B. Ahrens, Commission Chairman

(Date) _____

This certification must be written on Agency letter head.

EXHIBIT 13

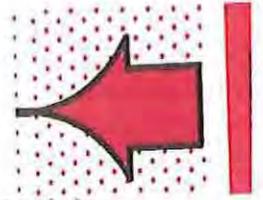
CERTIFICATION OF EQUAL ACCESS FOR PERSONS WITH DISABILITIES

(Required only for purchase of vehicle without access features required in 49 CFR part 38)

I hereby certify that when viewed in its entirety, the demand-responsive transportation program of Cherokee County Board of Commissioners provides disabled persons with access equal to that afforded to any other persons in terms of the following criteria:

1. Response time,
2. Fares,
3. Geographic area of service,
4. Hours and days of service,
5. Restrictions based on trip purpose,
6. Availability of information and reservations capabilities, and
7. Constraints on capacity or service availability.

Certified this _____ day of _____, 2013.



(Signature)

L. B. Ahrens

(Typed/Printed Name)

Commission Chairman

(Title)

Please complete the attached ADA Equivalency Analysis for Demand-Responsive Public Transportation form and submit it with the application.

SECTION 5311 OPERATING ASSISTANCE
FY 2014 Budget Planning

City/County: Cherokee County / CATS

Period: From: 07/01/13

To: 06/30/14

ADMINISTRATIVE BUDGET	2012 Budget	Balance FY 2012	Current (FY 2013 Budget)	Proposed FY 2014 Budget	Explanation of Increases for 2014
1. Director Salary	22,300.00	(1,355.00)	14,600.00	14,600.00	
2. Supervisor Salary	60,000.00	26,413.00	49,500.00	49,500.00	
3. Bookkeeper Salary	5,000.00	(4,362.00)	17,500.00	17,500.00	
4. Secretary Salary	4,000.00	(5,382.00)	17,500.00	17,500.00	
5. Training	1,500.00	422.00	600.00	1,000.00	
6. Marketing	1,500.00	241.00	2,000.00	2,000.00	
7. Telephone	4,000.00	(595.00)	7,800.00	6,300.00	
8. Office Supplies	1,500.00	(442.00)	1,500.00	2,000.00	
9. Facilities/Equipment Rental	0.00	(377.00)	0.00	500.00	
10. Standard Overhead	2,500.00	370.20	2,500.00	2,500.00	
11. Computer Software Maintenance	0.00	0.00	500.00	14,200.00	Annual Tech Support/Maintenance RouteMatch & RMMobile
12. Audits	1,000.00	1,000.00	1,000.00	0.00	
13. Other	0.00	0.00	7,800.00	7,800.00	Dues/Fees/Travel
OPERATING BUDGET					
14. Driver Salary	253,800.00	39,770.00	235,000.00	215,000.00	Accurate based on current staffing
15. Dispatcher Salary	30,000.00	6,506.00	24,600.00	24,600.00	
16. Mechanic Salary	0.00	0.00	0.00	0.00	
17. Fuel	88,000.00	(54,635.00)	139,000.00	139,000.00	
18. Maintenance and Repair	32,000.00	(18,379.00)	35,000.00	45,000.00	Actual budgeted maintenance expense
19. Vehicle Insurance	15,000.00	6,098.00	15,000.00	10,000.00	Better reflect actual
20. Drug and Alcohol Testing	1,250.00	(1,033.00)	1,250.00	2,300.00	
21. License	0.00	0.00	200.00	200.00	
22. Uniforms	1,000.00	(937.00)	1,200.00	2,000.00	
23. Fringe Benefits	75,000.00	(8,971.00)	84,000.00	82,000.00	Accurate @ current staffing levels
24. Communications(Radios)	4,000.00	(1,110.00)	1,000.00	7,150.00	Data service mobile tablets & maintenance on radios
25. Utilities	0.00	(4,780.00)	8,600.00	8,600.00	
26. Other	0.00	0.00	2,200.00	3,500.00	Cleaning supplies, chemicals, 1st Aid & Safety
27. Other	0.00	0.00	0.00	0.00	
28. Total Expenses (sum of lines 1 thru 27)	601,350.00	-22,549.60	680,050.00	674,750.00	
BUDGET SUMMARY					
LESS PURCHASE OF SERVICE REVENUE	86,390.00		80,000.00	75,000.00	
TOTAL EXPENSES	514,960.00		600,050.00	599,750.00	
REQUIRED FAREBOX(10%)	51,496.00		60,005.00	59,975.00	
NET OPERATING DEFICIT	463,464.00		540,045.00	539,775.00	
50% FEDERAL SHARE	231,732.00		270,022.50	269,887.50	
50% LOCAL SHARE	231,732.00		270,022.50	269,887.50	
TOTAL PURCHASE OF SERVICE (LOCAL MATCH)	170,000.00		170,000.00	170,000.00	

Signed by:

(Financial Officer of County or Third Party Operator)

Signed by: _____

(County Commissioner)

Signed by: _____

(Transit Director)

Cherokee County, Georgia Agenda Request

Agenda No.

2.5

SUBJECT: Professional Services Agreement for
Right-of-Way Acquisition Services

MEETING DATE: February 19, 2013

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of a Professional Services Agreement with Robert W. Graves & Associates to perform right-of-way acquisition services for County roadway construction projects.

FACTS AND ISSUES:

The Roadway Capital Program Management Division uses the services of a right-of-way consultant to provide acquisition of right-of-way and/or easements associated with various roadway improvement projects. The services of the right-of-way consultant include all tasks associated with property acquisition, including but not limited to: title search, appraisal, negotiation, document preparation, and coordination of closing. Other aspects of acquisition, such as condemnation, will be negotiated on an "as needed" basis.

Proposals for right-of-way acquisition services were received on January 30, 2013. Six (6) consultants submitted proposals. The proposal submitted by Robert Graves & Associates provided the lowest per parcel acquisition cost.

BUDGET:

Budgeted Amount:	\$ 500,000.00	Account Name: Miscellaneous Right-of-Way
Amount Encumbered:	\$ 0.00	Account #: 64006 (Includes parcel purchase costs)
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 0.00	

ADMINISTRATIVE RECOMMENDATION:

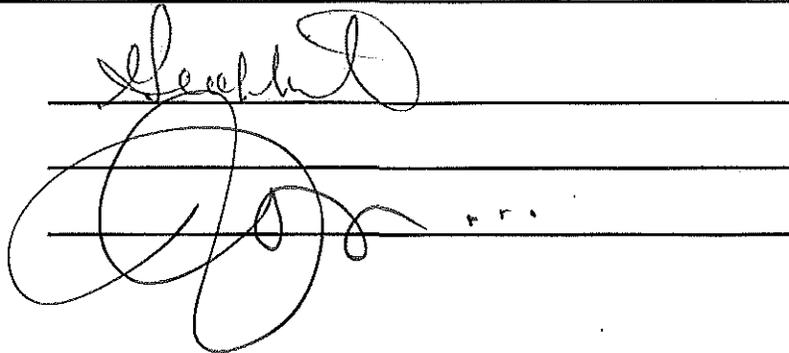
Approval of a Professional Services Agreement with Robert W. Graves & Associates to perform right-of-way acquisition services for County roadway construction projects.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



CHEROKEE COUNTY BOARD OF COMMISSIONERS
 RFP 2013-11 ANNUAL RIGHT-OF-WAY ACQUISITION SERVICES
 BID OPENING: JANUARY 30, 2013 @ 10:00AM

COMPANY/BIDDER	FEE: ACQUIRED USING LOCAL FUNDS	FEE: GDOT ACQUISITION
Robert A. Grava & Assoc.	700.00	1,100.00
Moreland Altobelli	1700.00	1900.00
Croy Engineering	1475.00	1675.00
BM & K	2775.00	2775.00
THC	2880.00	2880.00
QK4	8100.00	8300.00

BID OPENING ATTENDEES

[Handwritten Signature]
[Handwritten Signature]



Cherokee County Board of Commissioners

Department of Transportation
1130 Bluffs Parkway
Canton, Georgia 30114

RFP: 2013-11
Annual Right-of-Way Acquisition Services Contract

Award Date: February 19, 2013

Consultant: Robert W. Graves & Associates
1030 Atherton Lane
Woodstock, Georgia 30189
(770) 516-7300
robertgraves@bellsouth.net

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 ____ day of _____, 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 **ROBERT W. GRAVES & ASSOCIATES** ("Consultant"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Right-of-way Acquisition (the "Work"); and

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

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The Cherokee County Roadway Capital Program Management Division utilizes the services of a Right-of-Way Consultant to provide acquisition of right-of-way and/or easements associated with various roadway improvement projects throughout the calendar year.

The project includes all tasks associated with the acquisition of right-of-way and/or easement per parcel, such as, but not limited to: deed/title search, parcel valuation, negotiation, document preparation, and closing. Other aspects of acquisition such as individual parcel appraisals and condemnation will be negotiated with the successful consultant on an "as needed" basis.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the acquisition of various parcels of right-of-way and/or construction easements required to complete the construction of the roadway improvement projects in Cherokee County.

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 December 31, 2013. 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. The Work on individual projects shall be completed on or about 60 days after an individual notice to proceed for each specific project is issued. Work is completed on a project basis.

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.

II. WORK CHANGES

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

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

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

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the services performed and costs incurred by Consultant upon certification by the County that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred.

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

B. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall not, in any case, exceed \$700.00 per parcel for locally funded projects and \$1,100.00 per parcel for Georgia DOT funded projects, except as outlined in Section II(C) above.

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

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

Robert W. Graves 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 its 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 to **Robert W. Graves & Associates**, in order for Consultant to complete the Work.

B. County's Representative

Geoffrey E. Morton, County Engineer shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

VI. TERMINATION

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

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

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

D. The rights and remedies of the County and the Consultant provided in this 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 **Geoffrey E. Morton** for the County and **Robert W. Graves** 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:

Robert W. Graves & Associates
1030 Atherton Lane
Woodstock, Georgia 30188

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]

ROBERT W. GRAVES & ASSOCIATES

By: *Robert W. Graves*
ROBERT W. GRAVES
Its: *president*

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Deborah Graves
Witness
Jonathan R. Graves
Notary Public

[NOTARY SEAL]



My Commission Expires:

August 21, 2016

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:

196915
Federal Work Authorization User Identification
Number

3/11/09
Date of Authorization

Robert W. Graves + Associates
Name of Contractor

Annual R/W Agg. Svs. Contract
Name of Project

Cherokee County
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Feb, 12 2013 in Woodstock (city),
GA (state).

Robert W. Graves
Signature of Authorized Officer or Agent

ROBERT W. GRAVES President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 12th DAY OF
February, 2013.

Jonathan R. Graves
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

August 21, 2016



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) X 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:
Drivers License

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 Woodstock (city), GA (state).

Robert W. Graves
Signature of Applicant

ROBERT W. GRAVES

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
12th DAY OF February, 2013

Jonathan R. Graves
NOTARY PUBLIC
My Commission Expires: Aug. 21, 2016

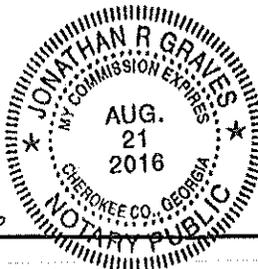


EXHIBIT "D"
KEY PERSONNEL

The following list is our key personnel for this project.

Name	Position	Telephone Number
ROBERT W. GRAVES	President	770-516-7300
Jonathan R. Graves	V.P.	770-516-7300

Cherokee County, Georgia
Agenda Request

2.6

**SUBJECT: Hobgood Phase 2/Next and Other
Projects: Dwight Terry, Sequoyah
Lighting, Weatherby and Barnett**

MEETING DATE: February 19, 2013

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

COMMISSION ACTION REQUESTED: Approval of a Change Order to the Professional Services Agreement (PSA) with **Lose & Associates for additional compensation in the total amount of \$20,903.34**, for full design and engineering services based upon project/construction budget adjustments recommended by the master plan and preliminary design phase cost estimates for the Hobgood Phase 2/Next and Other Projects: Dwight Terry, Sequoyah Lighting, Weatherby and Barnett Park projects.

FACTS AND ISSUES: On September 4, 2012, the BOC approved the award of the Professional Services Agreement with **Lose & Associates** for boundary & topographical surveys, master planning and design/engineering, bid/award and construction phase administration services for park improvements for the **Hobgood Phase 2/Next and Other Projects: Dwight Terry, Sequoyah Lighting, Weatherby and Barnett Park projects**. In accordance with the RFP and PSA, the fees were based on the total project budgets allocated by Cherokee County under the Park Bond Program. The original total professional fee of \$271,565.00 for **Lose & Associates**, for the above comprehensive services, was 11.55% of the original total budget of \$2,350,275.81 for all projects; or approximately 5.89% for design only services, excluding master planning and survey services.

Attached is a Summary Report of the proposed adjustments for the projects under design by Lose & Associates. As set forth the by the RFP and the PSA, a fee increase is due **Lose & Associates in the amount of \$20,903.34**. The proposed additional design & engineering fee are included in the revised total project budgets under each individual park bond project, as listed below in the attached Summary Report.

BUDGET: See attached Summary Report.

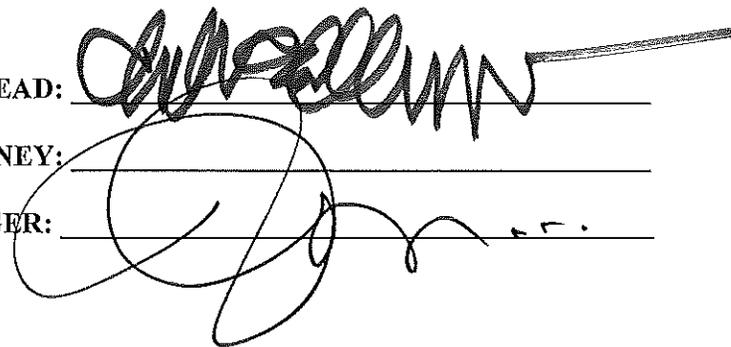
ADMINISTRATIVE RECOMMENDATION: It is requested that the Board approve a Change Order to the Professional Services Agreement (PSA) with **Lose & Associates for additional compensation in the total amount of \$20,903.34**, for full design and engineering services based upon project/construction budget adjustments recommended by the master plan and preliminary design phase cost estimates for the Hobgood Phase 2/Next and Other Projects: Dwight Terry, Sequoyah Lighting, Weatherby and Barnett Park projects.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

Handwritten signatures in black ink over horizontal lines. The top signature is for the Department Head, the middle for the County Attorney, and the bottom for the County Manager. The County Manager's signature is notably large and loops around the line.

SUMMARY REPORT

February 19, 2013

RANK ORDER PROJECTS: HOBGOOD PHASE 2/NEXT AND OTHER PROJECTS: DWIGHT TERRY, SEQUOYAH LIGHTING, WEATHERBY AND BARNETT

LOSE & ASSOCIATES, INC.

PROPOSED ADJUSTMENT (ADDITIONS AND CREDITS) OF PROFESSIONAL FEES: ADJUSTED BUDGETS AND CANCELLED PROJECTS

BACKGROUND

Lose & Associates, Inc. is the architect/engineers for the planned improvements for the Rank Order Projects for Hobgood Phase 2/Next and Other Projects: Dwight Terry, Sequoyah Lighting, Weatherby and Barnett. The Rank Order Projects RFP and Professional Services Agreement (PSA) with Lose & Associates, Inc. set the design fees for each of the projects, based on the allocated total project budgets established by the County.

In accordance with the plan and schedule for master planning and design services for the Rank Order Projects for Hobgood Phase 2/Next and Other Projects: Dwight Terry, Sequoyah Lighting, Weatherby and Barnett, Lose & Associates, Inc. has completed the master plans and prepared construction cost estimates for the completed master plans and designs.

TOTAL PROJECT BUDGET ALLOCATIONS & ADJUSTEMENTS

Based upon a review of all current County Park Projects, planned improvements at Cherokee Mills and Buffington Park have been cancelled; due to inadequate funding for Cherokee Mills and limited property at the Buffington Park site. Accordingly, funds originally allocated for these two projects, of approximately \$481,700.00 (of SPLOST V funds) from Cherokee Mills and \$55,000.00 (of Park Bond funds) from Buffington, have been reallocated into the total project budget for the Hobgood Phase 2/Next park improvement project, in addition to other reallocation of Park Bond Funds.

Total project budgets for the Other Projects at Dwight Terry, Sequoyah Lighting, Weatherby and Barnett Parks have also been increased from a reallocation of Park Bond Funds from the proposed savings from the Aquatic Center, as reported to the BOC last October 2012, and from Park Bond Contingency and other uncommitted line items.

RECOMMENDED/REQUESTED FEE ADJUSTMENTS: LOSE & ASSOCIATES

Following is a summary detailing the recommended/requested fee adjustments for Lose & Associates, and the project/construction budget adjustments for each of the listed projects under design by Lose & Associates.

ACCOUNT NAME: Hobgood Phase 2/Next

ACCOUNT #: PR254

Under the original RFP issued for the Rank Ordered Project, Hobgood Phase 2/Next was allocated an \$845,000.00 construction budget under a combination of Park Bond Funds and SPLOST V funds. As described in my separate Budget Reallocation Memorandum, the construction budget for the Hobgood Phase 2/Next Project is recommended/requested to be increased to \$1,450,865.00, through a combination of SPLOST funds from the recommended/requested cancellation of the Cherokee Mills, and Park Bond funds.

The total project budget for Hobgood Phase 2/Next is revised to \$1,836,818.14.

In accordance with the PSA, Lose & Associates, Inc. is due an adjustment in the design services fee for the increased construction budget for the Hobgood Phase 2/Next Park. As calculated in the attached worksheet, **the recommended/requested fee adjustment for Lose & Associates, Inc. is \$36,970.31**; or approximately 6.10% of the increased construction budget of \$605,865.00.

ACCOUNT NAME: Hobgood Phase 2/Next

ACCOUNT #: PR254

BUDGET:

Budgeted Amount:	\$1,836,818.14
Amount Encumbered:	\$ 70,184.00
Amount Spent to Date:	\$ 59,015.00
Amount Requested:	\$ 36,970.31
Remaining Budget:	\$
Budget Adjustment Necessary:	\$

ACCOUNT NAME: Dwight Terry

ACCOUNT #: PR265

Under the original RFP issued for the Rank Ordered Project, Dwight Terry was allocated a \$400,000.00 construction budget of Park Bond Funds. As described in my separate Budget Reallocation Memorandum, the construction budget for the Dwight Terry Project is recommended/requested to be increased to \$447,997.41, from Park Bond funds.

The total project budget for Dwight Terry is revised to \$550,000.00.

In accordance with the PSA, Lose & Associates, Inc. is due an adjustment in the design services fee for the increased construction budget for the Dwight Terry project. As calculated in the attached worksheet, **the recommended/requested fee adjustment for Lose & Associates, Inc. is \$1,574.92**; or approximately 3.28% of the increased construction budget of \$47,997.41.

ACCOUNT NAME: Dwight Terry

ACCOUNT #: PR265

BUDGET:

Budgeted Amount:	\$550,000.00
Amount Encumbered:	\$ 21,500.00
Amount Spent to Date:	\$ 33,176.00
Amount Requested:	\$ 1,574.92
Remaining Budget:	\$
Budget Adjustment Necessary:	\$

ACCOUNT NAME: Sequoyah Lighting

ACCOUNT #: PR255

Under the original RFP issued for the Rank Ordered Project, the Sequoyah Lighting work was allocated a \$375,000.00 construction budget of Park Bond Funds. As described in my separate Budget Reallocation Memorandum, the construction budget for the Sequoyah Lighting Project is recommended/requested to be decreased to \$215,000.00, and these available Park Bond funds reallocated into other projects.

The total project budget for Sequoyah Lighting is revised to \$250,000.00.

In accordance with the PSA, Lose & Associates, Inc. is due an adjustment in the design services fee for the decreased construction budget for the Sequoyah Lighting project. As calculated in the attached worksheet, **the recommended/requested fee adjustment for Lose & Associates, Inc. is a CREDIT of \$1,440.00;** or approximately 0.90% of the decreased construction budget of \$160,000.00. The reason for this minimal adjustment in the fee based upon the decreased construction budget, is due primarily to the same level of services being provided for the relatively small fee associated with the Sequoyah Lighting work.

ACCOUNT NAME: Sequoyah Lighting

ACCOUNT #: PR259

BUDGET:

Budgeted Amount:	\$250,000.00
Amount Encumbered:	\$
Amount Spent to Date:	\$
Amount Requested: CREDIT	(\$ 1,440.00)
Remaining Budget:	\$
Budget Adjustment Necessary:	\$

ACCOUNT NAME: Weatherby

ACCOUNT #: PR263

Under the original RFP issued for the Rank Ordered Project, the Weatherby work was allocated a \$40,000.00 construction budget of Park Bond Funds. As described in my separate Budget Reallocation Memorandum, the construction budget for the Weatherby Project is recommended/requested to be decreased to \$32,266.56, and these available Park Bond funds reallocated into other projects.

The total project budget for Weatherby is revised to \$42,250.00

In accordance with the PSA, Lose & Associates, Inc. is due an adjustment in the design services fee for the decreased construction budget for the Weatherby project. As calculated in the attached worksheet, **the recommended/requested fee adjustment for Lose & Associates, Inc. is a CREDIT of \$725.01;** or approximately 9.38% of the decreased construction budget of \$7,733.44.

In addition, because the construction of the planned new pavilion does not require a new site survey, a **CREDIT in the amount of \$15,580.00 for the deleted survey for the Weatherby site** is also being provided to the County.

ACCOUNT NAME: Weatherby

ACCOUNT #: PR263

BUDGET:

Budgeted Amount:	\$42,250.00	
Amount Encumbered:	\$	
Amount Spent to Date:	\$	
Amount Requested: CREDITS	(\$ 16,305.01)	(2 CREDITS)
Remaining Budget:	\$	
Budget Adjustment Necessary:	\$	

ACCOUNT NAME: Barnett

ACCOUNT #: PR262

Under the original RFP issued for the Rank Ordered Project, Barnett was allocated a \$400,000.00 construction budget of Park Bond Funds. As described in my separate Budget Reallocation Memorandum, the construction budget for the Barnett Project is recommended/requested to be increased to \$405,500.00, from Park Bond funds.

The total project budget for Barnett is revised to \$525,000.00.

In accordance with the PSA, Lose & Associates, Inc. is due an adjustment in the design services fee for the increased construction budget for the Dwight Terry project. As calculated in the attached worksheet, **the recommended/requested fee adjustment for Lose & Associates, Inc. is \$103.33**; or approximately 1.88% of the increased construction budget of \$5,500.00.

ACCOUNT NAME: Barnett

ACCOUNT #: PR262

BUDGET:

Budgeted Amount:	\$525,000.00
Amount Encumbered:	\$
Amount Spent to Date:	\$
Amount Requested:	\$ 103.33
Remaining Budget:	\$
Budget Adjustment Necessary:	\$

SUMMARY:

In summary, the total adjustment in fees for surveying and design services (of credits and adds) for Lose & Associates **totals \$20,903.34**; or approximately 4.25% of the increased total project budget of \$853,792.33.

SCHEDULE FOR COMPLETING DESIGN AND SEPARATE BID PACKAGES

Approval of this recommended/requested Change Order to adjust the fee for Lose & Associates, Inc. also establishes the schedule for completion of design services for the agreed upon two (2) separate bid packages:

1. **Bid Package A: Hobgood Phase 2/Next** all design & engineering services shall be completed, with all permits in hand, ready for advertisement for bidding by Cherokee County **NOT LATER THAN** March 1, 2013.
2. **Bid Package B: All Other Projects for Dwight Terry, Sequoyah Lighting, Weatherby and Barnett County Parks** all design & engineering services shall be completed, with all permits in hand, ready for advertisement for bidding by Cherokee County of approximately early June 1, 2013.
3. Such that construction for **ALL PROJECTS** under both bid packages may generally proceed together, under a construction schedule for completion of work at:
 - a. Hobgood Phase 2/Next not later than February 15, 2014, to allow Hobgood Youth baseball spring season to begin March 1, 2014, with selected other work to continue; and
 - b. All Other Projects for Dwight Terry, Sequoyah Lighting, Weatherby and Barnett County Parks not later than December 31, 2014.

Cherokee County, Georgia Agenda Request

SUBJECT: Purchase of Vehicle for Tax Commissioner MEETING DATE: ⁰⁸~~12~~/19/2013

SUBMITTED BY: Alexa Huston, Procurement

COMMISSION ACTION REQUESTED:

Consider approval to purchase a new vehicle for the Tax Commissioner's Office from Brannen Motor Company in the amount of \$23,899.00.

FACTS AND ISSUES:

The Tax Commissioner's Office is in need of a new vehicle. The Tax Commissioner's Office plans to purchase a 2013 Ford Escape and will do a budget amendment to cover the cost of the vehicle.

Brannen Motor Company was the low bidder for the vehicle at \$23,899.00. Other bidders included Wade Ford at \$23,955.00 and Allan Vigil Ford at \$25,086.00. All quotes are attached.

BUDGET:

Budgeted Amount:	\$	Account Name: See Attached
Amount Encumbered:	\$	
Amount Spent to Date:	\$	
Amount Requested:	\$ 23,899.00	
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:

To approve request for Tax Commissioner's Office to purchase one new vehicle.

REVIEWED BY:

DEPARTMENT HEAD:

Janelle Junk for Sonya Little

AGENCY DIRECTOR:

COUNTY MANAGER

[Handwritten signature]

**Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form**

Instructions:

- * For budget amendments increasing or decreasing the budget revenues must equal expenditures.
- * For budget transfers the net total should equal zero.
- * Budget transfers within a department within the same fund are allowed with the approval of the County Manager.
- * Any change in the budgeted amounts which would result in an increase or decrease to the budget must be approved by the Board of Commissioners.
- * The budgeted amounts for salaries and benefits for each department may not be transferred, increased or decreased without the approval of the Board of Commissioners.

REVENUES:

11545000	523250	Postage	-24,000.00

EXPENDITURES:

11545110	542200	Capital	+24,000.00

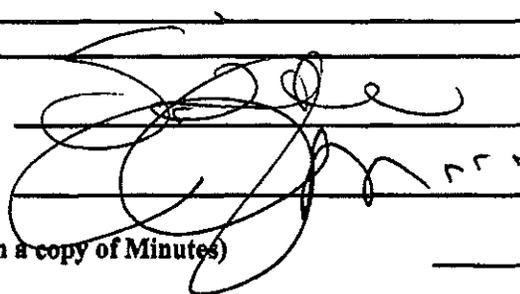
PURPOSE OF TRANSFER/ AMENDMENT

Purchase of Vehicle

Department Head Approval: _____

County Manager Approval: _____

Date Approved by BOC (please attach a copy of Minutes) _____



Note: To be placed on 2/19 BOC mtg for official action

FLEET - COMMERCIAL - GOVERNMENT SALES

BRANEN



Motor Company

"MIDDLE GEORGIA'S OLDEST FORD FAMILY"

Phone: (478) 627-3221
Toll Free: 800-999-9606
Fax: (478) 627-9550

P.O. Box 746

1080 Second St.
I-75 & GA 230 (Exit 122)
Unadilla, GA 31091

11-15-2012

FLEET PROPOSAL

Mike

Fax: 770-345-1998

	Chevokee County	
1 each	2013 Ford Escape SE, 4door, 4 wheel drive, pwr windows, locks, mirrors, tilt & cruise, AM/FM stereo radio/clock/CD/satellite radio, remote keyless entry w/ keypad, cloth bucket seats, cloth w/40 year seat, floor console w/ shifter, carpet w/ mats, air cond, ABS brakes, 2.0L EcoBoost engine, 6 speed automatic trans, P235/55R17 tires, alloy sparkle silver wheels, fog lamps, compass, Ford SYNC, auto headlamps, rear window defroster/wiper	
	Black color w/ black or light gray interior	\$23,899. ⁰⁰
	TOTAL:	

Thanks
BY: Bobby Reed
TITLE: Fleet Mgr

Mike Dupuis

From: Jack Eastland [jeastland@wade.com]
Sent: Wednesday, November 21, 2012 1:52 PM
To: Mike Dupuis
Subject: Fw: Escape quote

With 2.0 L EcoBoost engine in lieu of 1.6 L EcoBoost add \$ 964.00 for a total of \$23,955.00

----- Original Message -----

From: Jack Eastland
To: Michael Dupuis
Sent: Monday, November 19, 2012 5:00 PM
Subject: Escape quote

In answer to your request, we are pleased to Quote on your Ford Escape needs. We propose to furnish:

2013 Ford Escape U9G Black 4 wheel drive Escape SE For the sum of \$22,991.00

Thank you for this opportunity to quote on youe SUV needs

Jack Eastland

jeastland@wade.com

Ph (678) 385-3452

Fax (7700) 433-2412

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ALLAN VIGIL FORD-L GOVERNMENT SALES

**2013 Escape S
Compact SUV, Front Wheel drive**

Base Price \$20,340.00

Atlanta Contract #5542-AP

Equipment included in Base price	Options	Price	Code
	Ford SYNC	295.00	583
2.5L I4 engine	Privacy Glass	275.00	924
6 Speed Automatic Transmission	Daytime Running Lights	40.00	942
Power Steering	All Weather Floor Mats	68.00	50C
Tilt / Cruise	Reverse sensing	249.00	60S
Power ABS Brakes			
Solar Tinted Windows			
Power Windows / Locks / Mirrors	Escape SE Base Price	22,404.00	22,404.00 U0G
AM-FM-CD-MP3 Radio	4 Wheel Drive	1,632.00	1,632.00 U0H
Factory AC	1.6L I4 Ecoboost engine	n/c	99X
Traction Control	2.0L I4 Ecoboost engine	1,050.00	<u>1,050.00</u> 999
Mini Spare Tire	Daytime Running Lights	40.00	942
Carpet with Front Mats	Reverse Sensing (FWD only)	249.00	60S
Cloth Bucket Seats Front	All Weather Floor Mats	68.00	50C
2nd Row folding split seat	Ford SYNC, Privacy Glass	n/c	XXX
Rear Window Defroster	Class II Towing (requires 2.0L engine)	365.00	<u>536</u>
Keyless Remotes (2)			
Roll stability control			

Colors Available				Added optional equipment	
	Exterior	Interior			
		S & SE	SE only	Other vendor added equipment	
UH	Tuxedo Black	Black	Stone	Delivery	
J4	Deep Impact Blue	"	"	Total	
UX	Ingot Silver	"	"	<u>25,086.00</u>	
YZ	Oxford White	"	"	Contact person	
UJ	Sterling Grey	"	"	Department	
J1	Kodlak Brown	"	"	Phone Number	
JY	Ginger Ale	"	"	Fax number	
P2	Frosted Glass	"	"		

FOB Allan Vigil Ford
Delivery \$1.00 per mile, \$50 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

Cherokee County, Georgia
Agenda Request

2.8

SUBJECT: FY2012 Budget Amendment – Post Audit

MEETING DATE: 2/19/2013

SUBMITTED BY: Finance

COMMISSION ACTION REQUESTED:

Approve 2012 Post-Audit Budget amendment to recognize expenditures that were legitimately incurred in excess of the Budget to conduct necessary county operations.

This amendment is different from the amendment approved in September 2012. In September 2012 Finance was amending the budget based on issues covered with the auditors from the FY2011 Audit (amending the Budget to add depreciation expense, move costs from the SPLOST Budget to Insurance Premium Fund, etc.). The September 2012 Budget Amendment did not address spending in excess of the budget as covered in this amendment request.

FACTS AND ISSUES:

As a normal course of business, government budgets sometimes require amendments to account for costs not foreseen when the budget was originally adopted. Amendments are therefore required, because only the BOC has the authority to appropriate funds for specific uses. If plans for specific uses change, the BOC must approve these requested changes.

Of the attached total amendment, only \$341,572 represents spending in excess of the FY2012 Budget that would impact the General Fund. This is primarily related to legal expenses required for county operations. This overage has been discussed in previous BOC meetings to ensure transparency. All other amendments are either net zero impact classification adjustments, or appropriation of funds legally restricted for specific purposes (e.g., Confiscated Assets Fund and DUI Court Fund), which have no net impact on taxpayer dollars.

BUDGET:

Budgeted Amount:	\$ 133,748,931
Account Name:	FY 2012 Budget – Total Revenues & Expenditures
Amount Encumbered:	\$ NA
Account #:	Various
Amount Spent to Date:	\$ 93,637,559
Amount Requested:	\$875,799
Remaining Budget:	NA
Budget Adjustment Necessary:	Yes

ADMINISTRATIVE RECOMMENDATION:

Approval

REVIEWED BY:

DEPARTMENT HEAD:

Danella Funk 2.18.13

COUNTY ATTORNEY:

COUNTY MANAGER:

[Signature] -- *2/19/2013*

**2012 BUDGET ADJUSTMENT
SUMMARY BY FUND**

FUND	NAME	CHANGE BY FUND BOTH REVENUE & EXPENSE	EXPLANATION OF NET IMPACT
100	General Fund	341,572	Additional expense, primarily in County Attorney budget, to be covered by General Fund reserves.
250	Grant Fund	86,455	Additional grant expenses covered by grant revenues. No impact to County or taxpayers.
257	DUI Court Fund	31,038	Additional expense covered by additional user fees. No net impact to County or taxpayers.
273	Sheriff Confiscated Assets Fund	112,936	Fund is legally restricted for expenditures within the Sheriffs office. Expenses covered by reserves so no impact to County or taxpayers
322	SPLOST V	(1,708,766)	Roads expenses originally planned for SPLOST V were moved to SPLOST 2012.
323	SPLOST 2012 Fund	1,708,766	Additional SPLOST revenue covered additional expenses. Offset by SPLOST V under-spending.
375	RRDA Fund	303,798	Amount was prepaid in FY2011, but expense charged in FY2012. No impact to Fund.
TOTAL REQUESTED		875,799	

DETAIL FOR 2012 YEAR END BUDGET AMENDMENT

Increase budgets for departments over budget in General Fund. Pre-trial Services and Juvenile Court were over in professional services due to increased number of persons served. County Attorney was over due to increase in legal fees for the County

10090-389000	Use of Reserves	(341,572.00)
11530000-521200	County Attorney - Professional Services	302,567.00
12160000-521200	Pre-Trial - Professional Services	21,955.00
12600000-521204	Juvenile Court - Indigent Defense	16,000.00
12600000-521216	Juvenile Court - Guardian Ad Litem	<u>1,050.00</u>

Increase Revenue & Expense budget for Confiscated Assets Fund - This fund has a separate cash account from the General Fund and is not funded by tax dollars.

27330-351110	Fines and Forfeitures	(10,500.00)
27330-89000	Use of Reserves	(102,436.00)
23423000-531600	Small Equipment	47,770.00
23423000-542200	Vehicles	<u>65,166.00</u>

Increase DUI Court Budget for expanded Drug Testing Program. This amendment is funded by additional user fees restricted for the operation of the DUI Court. It is not funded by taxpayer dollars.

25720-341130	Drug Testing Fee	(21,277.00)
25720-351125	Fines/Forfeitures	(9,761.00)
22320000-521200	Professional Services	14,272.00
22320000-531100	General Supplies & Materials	11,434.00
22320000-531100-LAB	General Supplies & Materials	<u>5,332.00</u>

Increase budgets for grants that were over budget in 2012. No impact to County as additional revenue was also received for each grant.

25030-334100-DUI1	State Operating Grants	(3,757.00)
25030-331100-SCAAP	Federal Grants	(75,335.00)
25060-334120-PPA12	State Grants GEMA	(7,363.00)
22320555-531100-DUI1	General Supplies	3,757.00
23310000-511100-SCAAP	Regular Employees	75,335.00
23920555-511200-PPA12	Part-Time Employees	<u>7,363.00</u>

Increase RRDA Fund for expenses paid out of reserves.

37590-389000	Use of Reserves	(303,798.00)
34550000-581100	Bond Principal	<u>303,798.00</u>

Increase budget for SPLOST 2012. Expenses were greater than budgeted but revenues received were sufficient to cover expenses.

32390-313200	SPLOST	(1,708,766.00)
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DETAIL FOR 2012 YEAR END BUDGET AMENDMENT

34963000-60015	Intergovernmental	26,127.00
34963000-60025	Intergovernmental	279,424.00
34963000-60035	Intergovernmental	83,980.00
34963000-60055	Intergovernmental	9,007.00
34963000-60065	Intergovernmental	22,235.00
34963000-60075	Intergovernmental	267,128.00
34215000-541400-63068	Infrastructure	785,252.00
34216000-511100-64004	Regular Employees	<u>235,613.00</u>

Decrease Budget for SPLOST V. Expenses originally budgeted under SPLOST V were paid for under SPLOST 2012.

32290-389000	Use of Reserves	1,708,766.00
33520000-541300-57410	Buildings	<u>(1,708,766.00)</u>
		1,020,865.00

Move budget from Parks and Recreation Administration to Parks and Recreation Athletics to cover budget overage.

26110000-511200	Parks Admin - Part-Time Employees	(2,249.00)
26110000-522202	Parks Admin - Vehicle Maintenance	(4,190.00)
26130000-531100-20700	Parks Athletics - General Supplies	<u>6,439.00</u>

**Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form**

Instructions:

- * For budget amendments increasing or decreasing the budget revenues must equal expenditures.
- * For budget transfers the net total should equal zero.
- * Budget transfers within a department within the same fund are allowed with the approval of the County Manager.
- * Any change in the budgeted amounts which would result in an increase or decrease to the budget must be approved by the Board of Commissioners.
- * The budgeted amounts for salaries and benefits for each department may not be transferred, increased or decreased without the approval of the Board of Commissioners.

REVENUES:

Department Org Code	Object	Account Name	Amount
10090	389000	General Fund - Use of Reserves	341,572.00
27330	351110	Conf Assets Fund - Fines/Forfeitures	10,500.00
27330	389000	Conf Assets Fund - Use of Reserves	102,436.00
25720	341130	DUI Court Fund - Drug Testing Fee	21,277.00
25720	351125	DUI Court Fund - Fines/Forfeitures	9,761.00
25030	334100-DUII	Grant Fund - State Operating Grants	3,757.00
25030	331100-SCAAP	Grant Fund - Federal Grants	75,335.00
25060	334120-PPA12	Grant Fund - State Grants GEMA	7,363.00
37590	389000	RRDA Fund - Use of Reserves	303,798.00
32390	313200	SPLOST 2012 - SPLOST	1,708,766.00
32290	389000	SPLOST V - Use of Reserves	(1,708,766.00)
			875,799.00

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
11530000	521200	County Attorney - Professional Services	302,567.00
12160000	521200	Pre-Trial - Professional Services	21,955.00
12600000	521204	Juvenile Court - Indigent Defense	16,000.00
12600000	521216	Juvenile Court - Guardian Ad Litem	1,050.00
23423000	531600	Confiscated Assets Fund - Small Equip	47,770.00
23423000	542200	Confiscated Assets Fund - Vehicles	65,166.00
22320000	521200	DUI Court Fund - Professional Svcs	14,272.00
22320000	531100	DUI Court Fund - General Supplies	11,434.00
22320000	531100-LAB	DUI Court Fund - Gen Lab Supplies	5,332.00
22320555	531100-DUII	Grant Fund - General Supplies	3,757.00
23310000	511100-SCAAP	Grant Fund - Regular Employees	75,335.00
23920555	511200-PPA12	Grant Fund - Part-Time Employees	7,363.00
34550000	581100	RRDA Fund - Bond Principal	303,798.00
34963000	571000-60015	SPLOST 2012 - Intergovernmental	26,127.00
34963000	571000-60025	SPLOST 2012 - Intergovernmental	279,424.00
34963000	571000-60035	SPLOST 2012 - Intergovernmental	83,980.00

Con't on Page 2

PURPOSE OF TRANSFER/ AMENDMENT

As a normal course of business, government budgets sometimes require amendments to account for costs not foreseen when the budget was originally adopted. In most cases, budget amendments are only transfers of cost categories; meaning, one cost was originally budgeted but due to changing circumstances, a department will forgo the originally budgeted item to cover an unexpected cost. Therefore most budget amendments have no negative impact to the County-Wide Budget or taxpayers.

Department Head Approval: _____

Janelle Funk

County Manager Approval: _____

Date Approved by BOC (please attach a copy of Minutes) _____



RECEIVED
FEB 08 2013

BY: BK

City Attorney
Robert M. Dyer

City Manager
Robert Logan

City Clerk
Karen Norred

Mayor
Timothy B. Downing

Council Members
Karen Barnett
Dee Phillips
Jeremy Smith
Kyle Whitaker
Michael Roy Zenchuk II

City of Holly Springs

Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5536 – Fax: 770-345-0209

February 5, 2013

The Board of County Commissioners of Cherokee County
1130 Bluffs Pkwy
Canton, GA 30114

Dear Commissioners:

Please be advised that the City of Holly Springs, Georgia, by the authority vested in the Mayor and the Council of the City of Holly Springs, Georgia by Article 6 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Holly Springs in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A. § 36-36-111.

The following parcel, located at 3095 Marble Quarry Road, has been requested for annexation and to be rezoned to GC, General Commercial.

15N09 078

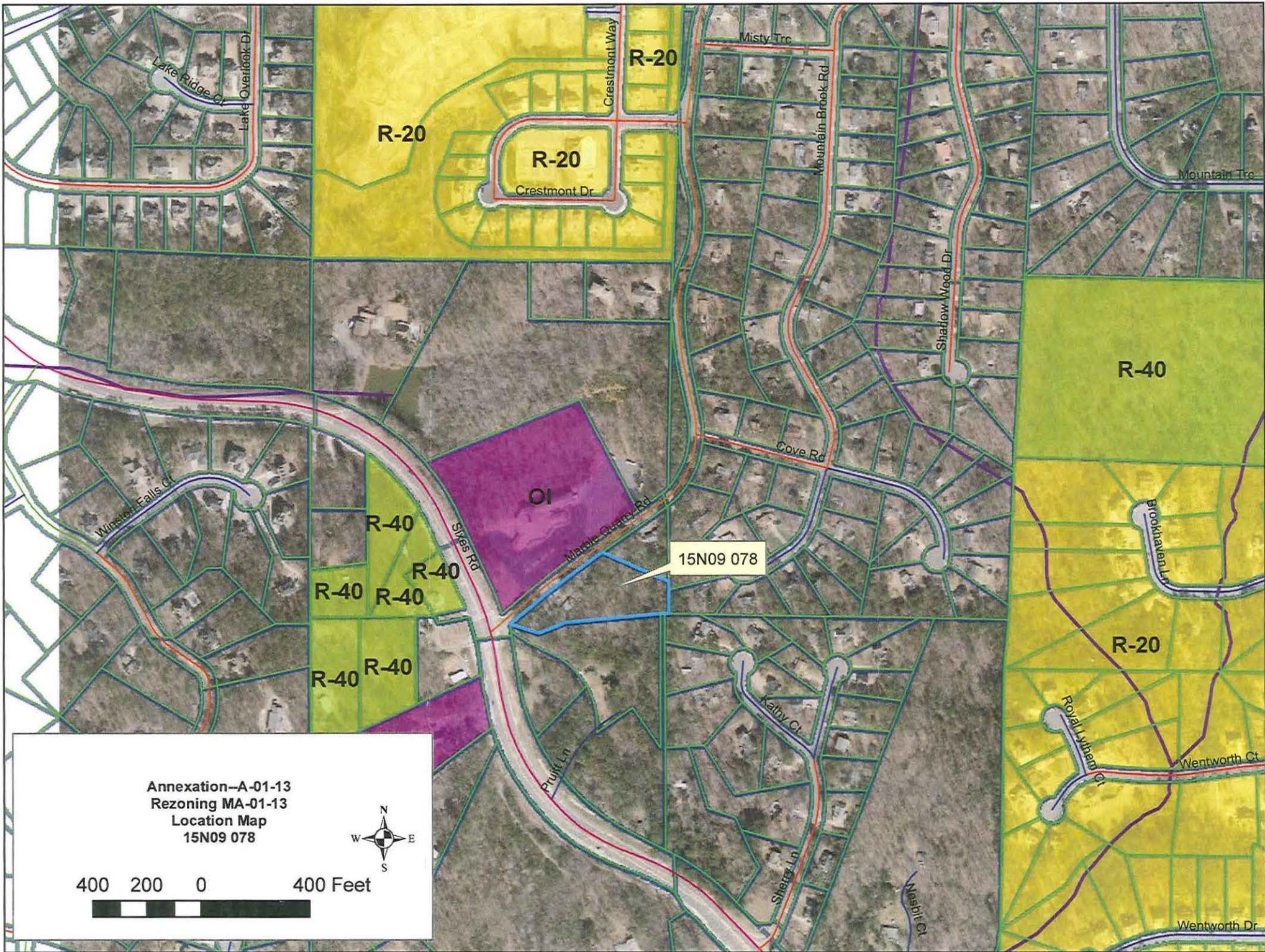
Please see attached location map.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Holly Springs, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Pursuant to O.C.G.A. § 36-36-4 a public hearing on zoning of the property to be annexed will be held. If the county has an objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the City of Holly Springs within thirty (30) calendar days of the receipt of this notice.

Sincerely,

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs



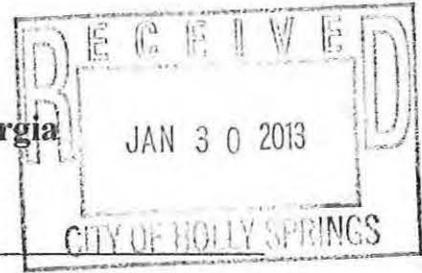
Annexation-A-01-13
Rezoning MA-01-13
Location Map
15N09 078



400 200 0 400 Feet

A-01-13

**Petition for Annexation
Into the City of Holly Springs, Georgia**



Date: January 28, 2013

Applicant's Name: Robert & Breneda Livingston and Darrell Baldwin

Address: 3095 Marble Quarry Rd @ Sixes Parkway

Phone: 404-680-9123

Property Owner: (same)

Address: 4095 Meadow Way, Marietta, GA 30066

Phone: 404-680-9123

Location of Property to be Annexed: Tax Map #: 15N09 Land Lot/District: 493
Parcel #: 078 Address: 3095 Marble Quarry Rd

Current Zoning: O&I

Has an application for rezoning, special use, or variance been applied for in the County within the past five (5) years? No If "yes," please provide complete explanation and details in the space below:

Describe the proposed development for the property in question should the annexation be approved, including the appropriate City zoning classification desired. (NOTE: Any annexation request requiring a rezoning in the City will need to be made on the appropriate rezoning request forms for the City of Holly Springs. This annexation petition does not complete the requirements for making a rezoning request).

Commercial usage for general grocery store and complementary retail use.

The following exhibits must be attached and made part of this Annexation Petition:

- A copy of the Cherokee County Tax Map, showing the property in question.
- An accurate survey of the property to be annexed sufficient to meet the requirements of the Georgia Department of Community Affairs and/or the US Justice Department for registration and approval of annexations.
- Any additional information requested by City officials.

Robert H. Livingston
Applicant Signature—Robert Livingston

1-28-13
Date

Beneda Livingston
Applicant Signature—Beneda Livingston

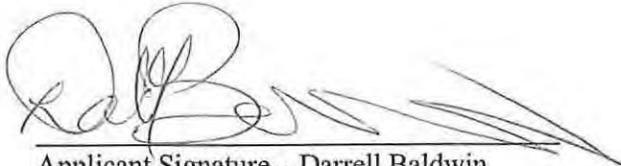
1-28-13
Date

Rhonda R Darrow

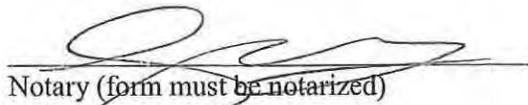
Notary (form must be notarized)

My commission expires: 5/30/2013




Applicant Signature---Darrell Baldwin

01-30-2013
Date


Notary (form must be notarized)

NAVDIP PARMAR
NOTARY PUBLIC
Cobb County - State of Georgia
My Comm: Expires June 8, 2015

My commission expires: June 8th 2015

(
(same)
Owner Signature (if different)

(n/a)
Date

Received by: _____
City of Holly Springs, Georgia

Date: _____



RECEIVED
FEB 08 2013

BY: BK

City Attorney
Robert M. Dyer

City Manager
Robert Logan

City Clerk
Karen Norred

Mayor
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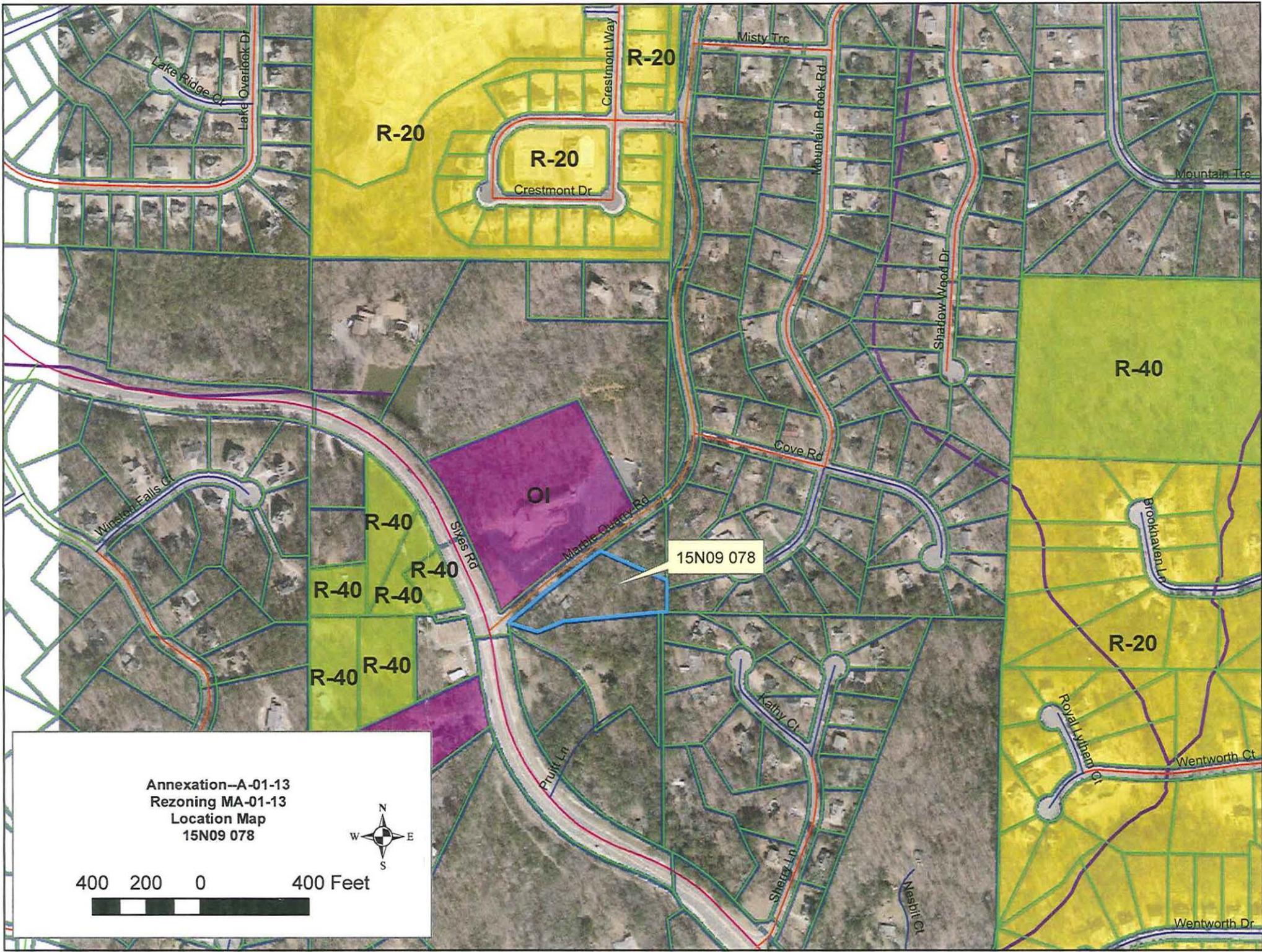
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Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs



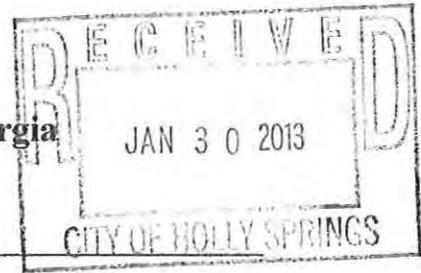
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Applicant Signature—Robert Livingston

1-28-13
Date

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Applicant Signature—Beneda Livingston

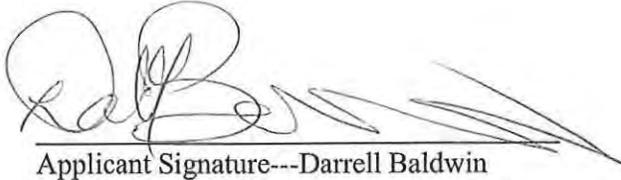
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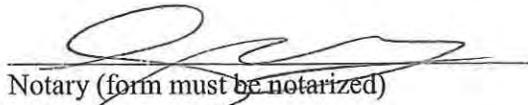
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Date


Notary (form must be notarized)

NAVDIP PARMAR
NOTARY PUBLIC
Cobb County - State of Georgia
My Comm: Expires June 8, 2015

My commission expires: June 8th 2015

(
(same)
Owner Signature (if different)

(n/a)
Date

Received by: _____
City of Holly Springs, Georgia

Date: _____

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