

**Note: The Board of Commissioners and Resource Recovery Development Authority will hold a Special Joint Meeting at 4:00 in Cherokee Hall.**

**CHEROKEE COUNTY  
BOARD OF COMMISSIONERS**

**Work Session**

**July 16, 2013**

**3:00 p.m.**

**Cherokee Hall**

**AGENDA**

1. Recognition of employees who have reached service milestones of 10, 15, 20 and 25 years by Steve McClure.
2. Proposed 2013 Millage Rates Presentation by Janelle Funk.
3. Discussion on options related to moving forward on the Etowah Community Development Standards.
4. Discussion of Regular Agenda Items.

Special Joint BOC/RRDA meeting to follow.

# AGENDA

## Cherokee County Board of Commissioners

July 16, 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/PROCLAMATIONS

### AMENDMENTS TO AGENDA

### ANNOUNCEMENTS

### APPROVAL OF EXECUTIVE SESSION MINUTES FROM JULY 2, 2013.

As distributed by the County Manager.

### APPROVAL OF WORK SESSION MINUTES FROM JULY 2, 2013.

## **APPROVAL OF REGULAR MEETING MINUTES FROM JULY 2, 2013.**

### **PUBLIC HEARING**

1. Consider changes to the **Impact Fee Ordinance** of Cherokee County, Georgia, Chapter 32, Article II to modify the fees charged in the Impact Fee Schedule. The public is invited to attend.
2. Consider a petition by Acworth Highway 92 Partners, LLC, to modify conditions of zoning, Case # 05-04-030, Majestic Hwy. 92 Partners, LLC.

### **PUBLIC COMMENT**

### **ZONING CASES**

CASE NUMBER	: 13-07-008
APPLICANT	: Ben Snow
ZONING CHANGE	: R-80 to AG
LOCATION	: 233 Dry Pond Lane
MAP & PARCEL NUMBER	: 13N06, 050 and 051
ACRES	: 24.7
PROPOSED DEVELOPMENT	: Residential and Agricultural uses
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Rural Places
PLANNING COMMISSION RECOMMENDATION	: Approval

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### **COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

- A. Special Called Meeting notice for July 25, 2013 at 6:00 p.m. to adopt all County Millage Rates.
- B. Reminder of Public Hearing Scheduled for August 6, 2013 regarding the Etowah Community Development Standards.

**COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2**

**RAYMOND GUNNIN**

**COMMISSION DISTRICT 3**

**BRIAN POOLE**

**VICE CHAIR/COMMISSION DISTRICT 4**

**JASON NELMS**

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**CONSENT AGENDA**

- 1.1 Consideration to designate no U-Turns and install "No U-Turn" signs at the intersection of Eagle Drive and West Putnam Ferry Road.
- 1.2 Consider approval of proposal from Jive Communications to provide Voice over IP Telephone Service at the South Annex Recreation Center.

- 1.3 Consider approval of Professional Services Agreement with Fire Fox EVS, LLC, in the amount of \$7,730.00 per year to provide the required annual testing of Ground Ladders and Pump Service. The second of two bids received was from Fire One in the amount of \$18,875.00 per year.
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## **COUNTY MANAGER**

- 2.1 Adopt 2013 Millage Rates for General Fund, Fire District, and Parks Bond (Debt Service).
- 2.2 Consider approval of contract with CW Matthews Contracting Company, Inc., for construction of the Towne Lake Parkway and Rose Creek Drive resurfacing project in the amount of \$1,901,794.60.
- 2.3 Consider approval of construction contract to the lowest responsible bidder, Georgia Development Partners, LLC, in the amount of \$1,287,396.77 for projects at Barnett, Dwight Terry, Sequoyah and Weatherby parks. A contingency amount of \$103,400.00 is also requested.
- 2.4 Consider acceptance of U.S. Department of Housing and Urban Development CDBG Funding Approval/Agreement in the amount of \$975,232.00.
- 2.5 Consideration of Benefits Committee recommendation to reduce employee health insurance premium costs 10% for FY2014 at an estimated cost of \$275,000 to be paid with Insurance and Benefit Fund reserves which currently totals \$1.3 million. It is estimated that reserves will total \$1.8 million on October 1, 2013.
- 2.6 Consideration of Benefits Committee recommendation to select Conexis as the new Flex Benefits provider.

2.7 Resolution concerning Cherokee Water and Sewerage Authority (CCWSA) sharing costs of Metro North Georgia Water Planning District's fees.

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**COUNTY ATTORNEY**

**ADJOURN**

Cherokee County, Georgia  
Agenda Request

*Work Session*

SUBJECT: Employee Service Recognition

MEETING DATE: July 16, 2013

SUBMITTED BY: Rachael Mahurin

COMMISSION ACTION REQUESTED:

Allow the Human Resources Director to recognize employees who have reached service milestones of 10, 15, 20 and 25 years during the BOC work session.

~~\_\_\_\_\_~~

FACTS AND ISSUES:

88 employees have reached service milestones during the period of January 1, 2013- June 30, 2013. A listing of employees and years of service is attached.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

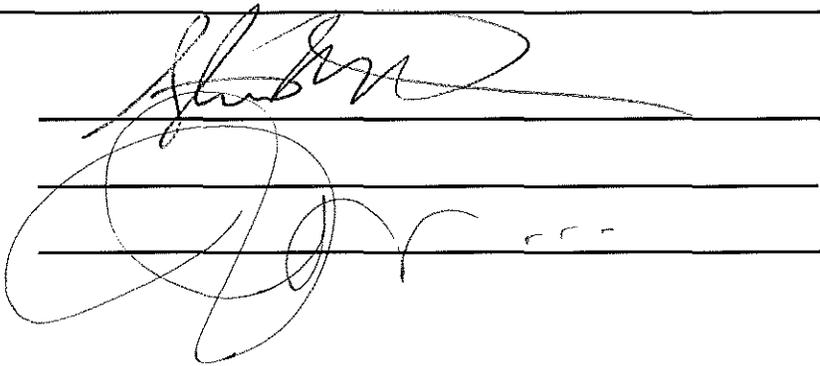
Recognize these employees during the BOC work session.

REVIEWED BY:

DEPARTMENT HEAD: \_\_\_\_\_

COUNTY ATTORNEY: \_\_\_\_\_

COUNTY MANAGER: \_\_\_\_\_



**CHEROKEE COUNTY**  
**BOARD OF COMMISSIONERS**

**Work Session**

**July 2, 2013**

**3:00 p.m.**

**Cherokee Hall**

**MINUTES**

The Chairman began at 3:03 p.m. with all Commissioners present except Commissioner Nelms who will not be able to attend today's meetings. He read excerpts from a book titled, "Secrets of the World Class: Turning Mediocrity in to Greatness."

**1. 2013 Millage Rate Overview by Janelle Funk.**

Ms. Funk began by reviewing the process for setting the millage rate. She also reviewed the options available and the rates associated with each. Discussion ensued regarding the possibility of growth and changes in the tax digest that may result in slight changes in the rate.

The Chairman asked Ms. Funk about an update on title transfer receipts. Ms. Funk stated that May receipts were good and she expects June receipts to be in within the next few days.

Chairman Ahrens stated that he'd like to skip over the Rules of Procedure topic for now and come back to it if time permits.

**2. Discussion of Regular Agenda Items.**

Chairman Ahrens went over an item under the **Chairman's** portion:

- Discussion and possible adoption of Etowah Community Development Standards.

Chairman Ahrens asked Jeff Watkins to catch everyone up on this topic since it has not been discussed in a while to get everyone's thoughts out on the table. Jeff Watkins stated this development consists of 1,368 acres on the Etowah River and is zoned PUD (Planned Unit Development). He said that in 2008 they were approached by a company, at that time, Newland Development, about a plan to help make the project work better. Newland Development then came back with the document. The economy declined and the project sat dormant for quite a while. In 2011 the property owners have shown some interest in the **project so we're here to take** another look at it. He said that a new site plan was presented by Newland Development and approved by the BOC in December 2006 and since that time the document has been through DRI. Mr. Watkins added that a Public Hearing with no action was held in November 2012 and staff then took the document and incorporated **the public input and the Commissioners' input, so** the document they have before them tonight is slightly different, with a couple of items stricken from the permitted uses tables and some altering of setbacks. The Chairman asked if there are many standards and are they wide open as to what can be built, and setbacks, etc. Mr. Watkins stated it is a mixing of uses, usually used on larger projects. He further explained that a PUD was not intended to be a zoning district of and in itself as it was done here, and in the year 2000 that zoning category was eliminated. The Chairman mentioned that Patrick Clark and John Gornall were here tonight.

Commissioner Johnston expressed his concerns to try to keep the impact as low as possible and to not let it grow to more than what has already been approved. He read through a list consisting of basically five things:

1. Provision of live/work units throughout the residential area. The Chairman stated that this has been removed.
2. Lodging. Mr. Watkins stated that the document in front of them has this item taken out of residential.
3. Guest housing. His concerns were that it could be occupied by someone who is not a guest or related. Mr. Watkins stated that the guest house reference has been removed and the permitted use table states accessory structures such as a shed or pool house. He added that the owner must reside on the property.
4. Breakdown of the 1800 unit maximum. Commissioner Johnston added that this is probably the single biggest concern he has. The plan previously showed 1450 of those units had to be estate lots, 150 townhomes and 200 courtyard homes. Now we are seeing a different breakdown with units of broadly high density with the introduction of a new type of home defined as residential detached. Mr. Watkins said that this condition of zoning had been pointed out to Mr. Clark and that this condition (number of units) is going to have to be sorted out by the Board before we can move any further.
5. Lot widths and setbacks. Commissioner Johnston said the setbacks are pretty significant. He added that he would like to keep lot widths and setbacks per current zoning conditions. Mr. Watkins addressed issues of sloping lots, ridges, etc. He said that the further you push a house back the more negative environment impact. Commissioner Johnston stated that with 4 of his concerns being substantially checked off, if they could hold the breakdown of homes at

1800 units per the current zoning conditions, he could be flexible on the interior lots.

Commissioner Gunnin stated that he had concerns from a firefighting standpoint of the number of stories per house and street width. He said those factors can change the tactic and equipment needed to control a fire altogether. He added that another concern is density to the area.

Chairman Ahrens stated that there might be a way to create some flexibility by giving some allowances to shift between residential categories, possibly 40 to 50 additional high density, depending upon evolution, so up to 400 or so. Then have a corresponding decrease in estate lots to keep the target build-out at 1800 units. He added that another consideration would be to establish a build-out target of average lot size for the estate lots, maybe 13-14,000 square feet. These two elements would incorporate some flexibility as the project evolves.

Commissioner Johnston asked for confirmation that a decision will not yet be made this evening. He also asked if another public hearing should be held. The Chairman stated that his recommendation would be to briefly discuss tonight and indicate that they will call for a public hearing. Mr. Watkins agreed and said the earliest to hold a public hearing to meet advertisement requirements would be August 6, 2013.

Commissioner Johnston restated that 3 out of 5 of his concerns were substantially checked off. He added that a sixth has been added, now a net 3<sup>rd</sup>, which is the condition that that all perimeter lots will be 18,000 square feet. He said that this does not appear to be the case in this document.

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

- Authorize budget amendment to accept Insurance Recovery Monies for Fire Fund and Unincorporated County Services Fund for the FY 2013 Budget in the total amount of \$59,366.66.

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

- Approval to accept grant award to the DUI/Drug Treatment Court in the amount of \$42,341.00 and budget amendment in the amount of \$10,585.00 for the remaining three months of FY2013.
- Consider approval of change order to the Construction Services Agreement with CABLIK Enterprises, LLC for installation and construction of an emergency generator system in the amount not to exceed \$75,515.00 for the new Fire-ES Training Center.
- Consider awarding Professional Services Agreement to two (2) low bidders, Bliss Products & Services, Inc. and Best Litter Receptacles, for parks amenities.

- Consider approval of State FY 2014 GDOT contract in the amount of \$539,775.00 for the annual operating expenses associated with CATS 5311 Rural Public Transportation Program. **County's obligation is to be \$269,888.00 (50%).**
- ~~**Removed:** Consider approval of new provider, Conexis, for FSA (Flexible Benefit) and Cobra administrator as recommended by the Benefits Committee for the next plan year.~~
- Consider approval of the 2<sup>nd</sup> amendment to the ARC FY2013 Budget and budget amendment in the amount of \$55,662.00. The budget amendment will not affect the County budget.
- Approval to purchase a Tanker Apparatus conversion to a County owned chassis previously acquired for this purpose in the amount of \$113,017.00.
- **Amended:** Add Consider Agreement with Universal Alloy and Cherokee Child Advocacy Council property.

Discussion ensued regarding the transition and impact on both organizations and the County. County Attorney, Chris Hamilton, mentioned there are three conditions that must be met in the swap and it appears as though the document covers those areas. **He also stated the County Attorney's office** is in the process of reviewing the draft of the Agreement. Further discussion ensued regarding the value of both properties.

### **3. Discussion on Rules of Procedure**

The Chairman suggested going over the Rules of Procedure before adjourning. The Commissioners skimmed over the Forsyth County Rules of Procedure as distributed earlier by Angie Davis, briefly touching on various items for discussion.

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The Chairman asked if there was anything else, hearing none, moved to adjourn the Work Session 5:00 p.m. Commissioner Gunnin seconded and the motion carried unanimously.

Executive Session followed.

# MINUTES

## Cherokee County Board of Commissioners

July 2, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

### **INVOCATION**

Reverend Eynon with Woodstock Christian gave the invocation.

### **PLEDGE OF ALLEGIANCE**

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

Commissioner Gunnin led the Pledge of Allegiance.

### **CALL TO ORDER**

### **CHAIRMAN AHRENS**

Chairman Ahrens called the regular meeting to order at 6:08 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. (Vice Chair/Commissioner Nelms was absent.) Also present were Agency Directors/Department Heads; the media; and the public.

### **RATIFY CLOSURE OF EXECUTIVE SESSION**

The Chairman called for a motion to ratify the closure of Executive Session at 5:50 p.m.

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

### **PRESENTATIONS/PROCLAMATIONS**

None Scheduled.

### **AMENDMENTS TO AGENDA**

1. Remove item 2.5: Approval of new FSA and Cobra provider.
2. **Add under Commissioner Poole's section, notice of Town Hall Meeting.**
3. Add item 2.8: Approval of agreement between Cherokee Child Advocacy Council and Universal Alloy.

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

## **ANNOUNCEMENTS**

### **APPROVAL OF EXECUTIVE SESSION MINUTES FROM JUNE 18, 2013.**

As distributed by the County Manager.

Commissioner Gunnin made a motion to approve; Commissioner Poole seconded and there was unanimous approval at 3-0 with Chairman Ahrens abstaining due to his absence from that meeting and Vice Chair/Commissioner Nelms absent.

### **APPROVAL OF WORK SESSION MINUTES FROM JUNE 18, 2013.**

Commissioner Gunnin made a motion to approve; Commissioner Johnston seconded and there was unanimous approval at 3-0 with Chairman Ahrens abstaining due to his absence from that meeting and Vice Chair/Commissioner Nelms absent.

### **APPROVAL OF REGULAR MEETING MINUTES FROM JUNE 18, 2013.**

Commissioner Gunnin made a motion to approve; Commissioner Poole seconded and there was unanimous approval at 3-0 with Chairman Ahrens abstaining due to his absence from that meeting and Vice Chair/Commissioner Nelms absent.

## **PUBLIC HEARING**

Presentation on proposed 2013 Millage Rates by Janelle Funk.

The Cherokee County Board of Commissioners shall conduct a Public Hearing for public review and comment concerning proposed 2013 millage rates on Tuesday, July 2, 2013 at 6:00 p.m.

The Cherokee County Board of Commissioners will consider adopting the millage rates on Tuesday, July 16, 2013.

Commissioner Johnston made a motion to open the Public Hearing at 6:10 p.m.; Commissioner Poole seconded and there was unanimous approval.

Ms. Funk gave the millage rate presentation.

No one had signed up to speak at the Public Hearing.

Commissioner Poole made a motion to close the Public Hearing at 6:29 p.m.; Commissioner Gunnin seconded and there was unanimous approval.

### **PUBLIC COMMENT**

1. Tom Ware signed up to speak about alcohol sales. He had concerns with convenience stores possibly selling alcohol to minors and inquired if the Marshal's Office still checks on this issue.

### **ZONING CASES**

None Scheduled.

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### **COMMISSION BUSINESS**

#### **CHAIRMAN**

**L. B. AHRENS**

- A. Discussion and possible adoption of Etowah Community Development Standards.

Jeff Watkins provided a summary of the plan discussed in Work Session. The discussion included a list of five concerns that Commissioner Johnston had with the plan. Provision of live/work units, lodging, and guest housing were three of the concerns which he stated are now satisfied with the proposed

modifications. The remaining concern is the mix of the 1800 residential units. Another concern was discussed in Work Session which was the condition that all perimeter lots will be 18,000 square feet which is not the case in the document before them. The Chairman gave an overview of the project and stated that there should be flexibility in a project this large and other options should be considered. He added that other options would be included in a document to be presented at the public hearing.

Commissioner Johnston made a motion to advertise and setup a Public Hearing for Tuesday, August 6, 2013; Commissioner Gunnin seconded and there was unanimous approval.

**COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2**

**RAYMOND GUNNIN**

**COMMISSION DISTRICT 3**

**BRIAN POOLE**

- A. Amended Add Notice: Commissioner Poole will hold a Town Hall meeting on Tuesday, July 9<sup>th</sup> at the BridgeMill Fire Station Community Room at 6:30 p.m.

**VICE CHAIR/COMMISSION DISTRICT 4**

**JASON NELMS**

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**CONSENT AGENDA**

- 1.1 Authorize budget amendment to accept Insurance Recovery Monies for Fire Fund and Unincorporated County Services Fund for the FY2013 Budget in the total amount of \$59,366.86.

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

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## **COUNTY MANAGER**

2.1 Approval to accept grant award to the DUI/Drug Treatment Court in the amount of \$42,341.00 and budget amendment in the amount of \$10,585.00 for the remaining three months of FY2013 (July-Sept.).

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

2.2 Consider approval of change order to the Construction Services Agreement with CABLIK Enterprises, LLC for installation and construction of an emergency generator system in the amount not to exceed \$75,515.00 for the new Fire-ES Training Center.

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

2.3 Consider awarding Professional Services Agreement to two (2) low bidders, Bliss Products & Services, Inc. and Best Litter Receptacles, for parks amenities.

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

2.4 Consider approval of State FY2014 GDOT contract in the amount of \$539,775.00 for the annual operating expenses associated with CATS **5311 Rural Public Transportation Program. County's obligation to be \$269,888.00 (50%).**

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

2.5 Amended: Removed

~~Consider approval of new provider, Conexis, for FSA (Flexible Benefit) and Cobra administrator as recommended by the Benefits Committee for the next plan year.~~

- 2.6 Consider approval of the 2<sup>nd</sup> amendment to the ARC FY2013 Budget and budget amendment in the amount of \$55,662.00. The budget amendment will not affect the County budget.

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

- 2.7 Approval to purchase a Tanker Apparatus conversion to a County owned chassis previously acquired for this purpose in the amount of \$113,017.00.

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

- 2.8 Amended: Add Approval of agreement between Cherokee Child Advocacy Council and Universal Alloy regarding transfer of properties.

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

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## **COUNTY ATTORNEY**

## **ADJOURN**

The Chairman asked if there was any further business. Hearing none, Commissioner Johnston made a motion to adjourn at 6:57 p.m.; Commissioner Poole seconded and the motion received unanimous approval.





Planning and Land Use

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

FROM: Vicki Taylor Lee, Zoning Administrator

DATE: July 9, 2013

SUBJECT: Summary of Zoning Cases

At the July 2, 2013 meeting the Planning Commission reviewed the following items:

Zoning Cases:

CASE NUMBER	: 13-07-008
APPLICANT	: Ben Snow
ZONING CHANGE	: R-80 to AG
LOCATION	: 233 Dry Pond Lane
MAP & PARCEL NUMBER	: 13N06, 050 and 051
ACRES	: 24.7
PROPOSED DEVELOPMENT	: Residential and Agricultural uses
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Rural Places
PLANNING COMMISSION RECOMMENDATION	: Approval





Cherokee Tribune June 28, 2013

Ad for Public Hearing to consider changes to **Impact Fee Ordinance:**

Please take note that the Cherokee County Board of Commissioners will hold a public hearing on Tuesday, July 16, 2013 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia, to hear comments and suggestions regarding possible changes to the Impact Fee Ordinance of Cherokee County, Georgia, Chapter 32, Article II to modify the fees charged in the Impact Fee Schedule. The public is invited to attend.

M-1619 Notice of Public Hearing Please take notice that the Board of Commissioners at its regularly scheduled meeting on July 16, 2013 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia will hold a public hearing at which time the Commissioners will consider changes to the Impact Fee Ordinance of Cherokee County, Georgia (Chapter 32, Article II), specifically changes to the Impact Fee Schedule to reduce the Roads portion of all Impact Fees from 100% to 10% of the possible amount. This change is intended to encourage economic development and support local job creation. A copy of the proposed fee schedule is on-file with the Planning and Land Use Department in the Cherokee County Administration Building and is available during normal business hours. The public is invited to attend. 6:28

6/28/13

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

**ORDINANCE No. 2013 - \_\_\_\_**

**An Ordinance to amend the Cherokee County Code of Ordinances, Chapter 32 Land Development, Article II Impact Fees, Section 32-30 Fee Assessment and Payment – Fee Schedule and referenced as Appendix A; to reduce impact fees to encourage economic development; to promote the public health, safety, and welfare; and for other purposes.**

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protecting and preserving the public health, safety, and welfare of the population of the unincorporated areas of the county; and

WHEREAS, the governing authority of Cherokee County, to wit, the Board of Commissioners (the “Board”), desires to exercise its authority in adopting this Ordinance; and

WHEREAS, the County, along with much of the country, is enmeshed in an economic crisis that has stifled development in the County; and

WHEREAS, the Board finds that it is in the public interest to amend the Impact Fee Ordinance, more specifically Appendix A – Impact Fee Schedule, dated August 1, 2012, to reduce impact fees charged for roads for the purpose of encouraging economic development during this economic crisis; and

WHEREAS, the Impact Fee Ordinance provides for waiver of impact fees for projects that can demonstrate extraordinary economic development and employment growth in Cherokee County; and

WHEREAS, the Board finds that in this economic crisis, development of any kind will create jobs and act as an economic stimulus for the community such that an across-the-board reduction in impact fees charged for roads is warranted to encourage development activity; and

WHEREAS, a notice of public hearing was duly published as required by O.C.G.A. § 36-66-4; and

WHEREAS, a public hearing by the Board of Commissioners was held on June 18, 2013, after public notice as required by law, at which time citizens of the county were given the opportunity to attend and comment;

NOW, THEREFORE, BE IT ORDAINED by the Cherokee County Board of Commissioners and it is hereby enacted pursuant to the authority of the same that the Code of Ordinances of Cherokee County, specifically Chapter 32 Land Development, Article II Impact Fees, Section 32-30, Fee Assessment and Payment – Fee Schedule referenced as Appendix A, is hereby amended effective July 1, 2013 to read as shown in Exhibit 1, attached hereto, and which represents impact fees charged as 10% of the total impact fee currently being charged for Roads.

SO ORDAINED this \_\_\_\_ day of July 2013.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
L.B. Ahrens, Jr., Chairman

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Harry B. Johnston, District 1 Commissioner

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Raymond Gunnin, District 2 Commissioner

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Brian Poole, District 3 Commissioner

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Jason Nelms, District 4 Commissioner

ATTEST:

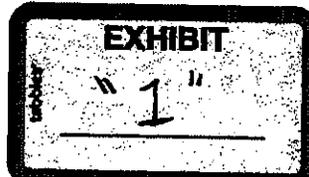
\_\_\_\_\_  
Christy Black, County Clerk

(SEAL)

**CHEROKEE COUNTY IMPACT FEE SCHEDULE**

*Net Impact Fee*

ITE Code	Land Use Category								Subtotal	Admin- stration (3%)	TOTAL IMPACT FEE	Unit of Measure*
		Library	Parks & Recreation	Fire	Public Safety Facility	Sheriff's Patrol	Roads	10% of Roads				
<i>Residential</i>												
210	Single-Family Detached Housing	281.058	283.741	538.956	250.309	9.947	589.695	58.970	\$1,422.981	42.689	\$1,465.67	per dwelling
220	Apartment	281.058	283.741	538.956	250.309	9.947	412.849	41.285	\$1,405.296	42.159	\$1,447.46	per dwelling
230	Residential Condominium/Townhouse	281.058	283.741	538.956	250.309	9.947	364.901	36.490	\$1,400.502	42.015	\$1,442.52	per dwelling
<i>Port and Terminal</i>												
30	Truck Terminal	-	-	2,283.349	1,137.724	43.790	4,691.906	469.191	\$3,934.053	118.022	\$4,052.07	per acre
<i>Industrial</i>												
110	General Light Industrial	-	-	0.450	0.224	0.009	0.399	0.040	\$0.722	0.022	\$0.74	per square foot
120	General Heavy Industrial	-	-	0.356	0.178	0.007	0.086	0.009	\$0.550	0.016	\$0.57	per square foot
140	Manufacturing	-	-	0.354	0.177	0.007	0.219	0.022	\$0.560	0.017	\$0.58	per square foot
150	Warehousing	-	-	0.248	0.124	0.005	0.284	0.028	\$0.405	0.012	\$0.42	per square foot
151	Mini-Warehouse	-	-	0.009	0.004	0.000	0.143	0.014	\$0.027	0.001	\$0.03	per square foot
152	High-Cube Warehouse	-	-	0.035	0.018	0.001	0.007	0.001	\$0.054	0.002	\$0.06	per square foot
<i>Lodging</i>												
310	Hotel	-	-	121.222	60.401	2.325	327.714	32.771	\$216.719	6.502	\$223.22	per room
311	All Suites Hotel	-	-	138.364	68.943	2.654	229.253	22.925	\$232.886	6.987	\$239.87	per room
312	Business Hotel	-	-	19.496	9.714	0.374	267.094	26.709	\$56.294	1.689	\$57.98	per room
320	Motel	-	-	138.591	69.056	2.658	334.694	33.469	\$243.774	7.313	\$251.09	per room
<i>Recreational</i>												
416	Campground/Recreational Vehicle Park	-	-	13.057	6.506	0.250	3,936.885	393.688	\$413.502	12.405	\$425.91	per camp site
430	Golf Course	-	-	47.865	23.850	0.918	266.764	26.676	\$99.309	2.979	\$102.29	per acre
435	Multipurpose Recreational Facility	-	-	97.440	48.551	1.869	4,783.754	478.375	\$626.235	18.787	\$645.02	per acre
443	Movie Theater	-	-	0.292	0.145	0.006	4.132	0.413	\$0.856	0.026	\$0.88	per square foot
460	Arena	-	-	649.532	323.642	12.457	1,764.135	176.414	\$1,162.045	34.861	\$1,196.91	per acre
480	Amusement Park	-	-	1,772.395	883.131	33.991	4,009.927	400.993	\$3,090.509	92.715	\$3,183.22	per acre
491	Tennis Courts	-	-	47.529	23.682	0.911	860.631	86.063	\$158.185	4.746	\$162.93	per acre
492	Racquet Club	-	-	0.071	0.035	0.001	0.907	0.091	\$0.199	0.006	\$0.20	per square foot
494	Bowling Alley	-	-	0.195	0.097	0.004	1.764	0.176	\$0.472	0.014	\$0.49	per square foot
495	Recreational Community Center	-	-	0.164	0.082	0.003	1.211	0.121	\$0.369	0.011	\$0.38	per square foot
<i>Institutional</i>												
521	Private School (K-12)	-	-	1.576	0.785	0.030	0.274	0.027	\$2.419	0.073	\$2.49	per square foot
560	Church/Synagogue	-	-	0.100	0.050	0.002	0.511	0.051	\$0.203	0.006	\$0.21	per square foot
565	Day Care Center	-	-	0.495	0.247	0.009	3.652	0.365	\$1.117	0.034	\$1.15	per square foot
566	Cemetery	-	-	15.868	7.907	0.304	265.083	26.508	\$50.587	1.518	\$52.10	per acre
591	Lodge/Fraternal Organization	-	-	194.879	97.102	3.737	2,628.409	262.841	\$558.560	16.757	\$575.32	per employee
<i>Medical</i>												
610	Hospital	-	-	0.633	0.315	0.012	0.805	0.080	\$1.040	0.031	\$1.07	per square foot
620	Nursing Home	-	-	126.212	62.888	2.420	121.893	12.189	\$203.710	6.111	\$209.82	per bed
630	Clinic	-	-	194.879	97.102	3.737	371.595	37.160	\$332.879	9.986	\$342.86	per employee



**CHEROKEE COUNTY IMPACT FEE SCHEDULE**

*Net Impact Fee*

ITE Code	Land Use Category	<i>Net Impact Fee</i>							Subtotal	Adminis- tration (3%)	TOTAL IMPACT FEE	Unit of Measure*
		Library	Parks & Recreation	Fire	Public Safety Facility	Sheriff's Patrol	Roads	10% of Roads				
<i>Office</i>												
710	General Office Building	-	-	0.646	0.322	0.012	0.631	0.063	\$1,044	0.031	\$1.08	per square foot
714	Corporate Headquarters Building	-	-	0.663	0.330	0.013	0.442	0.044	\$1,050	0.031	\$1.08	per square foot
715	Single-Tenant Office Building	-	-	0.623	0.310	0.012	0.663	0.066	\$1,011	0.030	\$1.04	per square foot
720	Medical-Dental Office Building	-	-	0.790	0.394	0.015	1.732	0.173	\$1,372	0.041	\$1.41	per square foot
760	Research and Development Center	-	-	0.571	0.284	0.011	0.465	0.046	\$0,912	0.027	\$0.94	per square foot
<i>Retail</i>												
812	Building Materials and Lumber Store	-	-	0.287	0.143	0.005	2.003	0.200	\$0,635	0.019	\$0.65	per square foot
813	Free-Standing Discount Superstore	-	-	0.187	0.093	0.004	2.193	0.219	\$0,503	0.015	\$0.52	per square foot
814	Specialty Retail Center	-	-	0.354	0.177	0.007	1.241	0.124	\$0,662	0.020	\$0.68	per square foot
815	Free-Standing Discount Store	-	-	0.383	0.191	0.007	2.151	0.215	\$0,796	0.024	\$0.82	per square foot
816	Hardware/Paint Store	-	-	0.188	0.094	0.004	1.278	0.128	\$0,413	0.012	\$0.43	per square foot
817	Nursery (Garden Center)	-	-	0.318	0.158	0.006	1.820	0.182	\$0,664	0.020	\$0.68	per square foot
818	Nursery (Wholesale)	-	-	0.325	0.162	0.006	1.967	0.197	\$0,690	0.021	\$0.71	per square foot
820	Shopping Center	-	-	0.325	0.162	0.006	0.845	0.085	\$0,578	0.017	\$0.60	per square foot
823	Factory Outlet Center	-	-	0.325	0.162	0.006	1.341	0.134	\$0,628	0.019	\$0.65	per square foot
831	Quality Restaurant	-	-	1.454	0.724	0.028	4.593	0.459	\$2,665	0.080	\$2.75	per square foot
832	High-Turnover (Sit-Down) Restaurant	-	-	1.454	0.724	0.028	6.412	0.641	\$2,847	0.085	\$2.93	per square foot
834	Fast-Food Restaurant	-	-	2.124	1.058	0.041	16.682	1.668	\$4,892	0.147	\$5.04	per square foot
835	Fast-Food (no interior dining) Restaurant	-	-	1.454	0.724	0.028	7.568	0.757	\$2,963	0.089	\$3.05	per square foot
837	Quick Lubrication Vehicle Shop	-	-	409,246	203,915	7.848	2,067,358	206,736	\$827,746	24,832	\$852.58	per service bay
840	Auto-Care Center	-	-	0.279	0.139	0.005	0.127	0.013	\$0,436	0.013	\$0.45	per square foot
840	New Car Sales	-	-	0.346	0.172	0.007	1.845	0.184	\$0,709	0.021	\$0.73	per square foot
843	Auto Parts Store	-	-	0.187	0.093	0.004	3.200	0.320	\$0,604	0.018	\$0.62	per square foot
847	Self-Service Car Wash	-	-	38,976	19,420	0.747	2,690,056	269,006	\$328,149	9,844	\$337.99	per stall
848	Tire Store	-	-	0.249	0.124	0.005	1.285	0.129	\$0,507	0.015	\$0.52	per square foot
849	Wholesale Tire Store	-	-	0.249	0.124	0.005	1.052	0.105	\$0,484	0.015	\$0.50	per square foot
850	Supermarket	-	-	0.247	0.123	0.005	4.375	0.437	\$0,813	0.024	\$0.84	per square foot
851	Convenience Market (Open 24 Hours)	-	-	0.351	0.175	0.007	18.382	1.838	\$2,370	0.071	\$2.44	per square foot
852	Convenience Market (Open 15-16 Hours)	-	-	0.341	0.170	0.007	15.797	1.580	\$2,097	0.063	\$2.16	per square foot
853	Convenience Market with Gasoline Pumps	-	-	0.351	0.175	0.007	21.062	2.106	\$2,639	0.079	\$2.72	per square foot
860	Wholesale Market	-	-	0.160	0.080	0.003	0.256	0.026	\$0,268	0.008	\$0.28	per square foot
861	Discount Club	-	-	0.253	0.126	0.005	1.588	0.159	\$0,543	0.016	\$0.56	per square foot
862	Home Improvement Superstore	-	-	0.187	0.093	0.004	1.637	0.164	\$0,448	0.013	\$0.46	per square foot
863	Electronics Superstore	-	-	0.187	0.093	0.004	2.272	0.227	\$0,511	0.015	\$0.53	per square foot
870	Apparel Store	-	-	0.325	0.162	0.006	2.026	0.203	\$0,696	0.021	\$0.72	per square foot
881	Pharmacy/Drugstore	-	-	0.325	0.162	0.006	2.690	0.269	\$0,763	0.023	\$0.79	per square foot
890	Furniture Store	-	-	0.081	0.040	0.002	0.255	0.026	\$0,148	0.004	\$0.15	per square foot
<i>Services</i>												
912	Drive-in Bank	-	-	0.710	0.354	0.014	10.074	1.007	\$2,085	0.063	\$2.15	per square foot

- Notes: 1) Impact Fees reflect credit given for forecasted SPLOST and general fund contributions.  
 2) All amounts shown in this schedule have been calculated out to multiple decimal places. For ease of viewing, the amounts shown have been rounded as shown.  
 3) The Subtotal, Administration Fee and Total Impact Fee columns on this schedule have been calculated using the 10% of Roads column instead of the Roads column.  
 \*\*square foot\* means square feet of gross building floor area.



Cherokee County, Georgia  
Agenda Request

PL 20130000173

SUBJECT: **Public Hearing**

MEETING DATE: **July 16, 2013**

SUBMITTED BY: **Vicki Taylor Lee, Zoning Administrator**

COMMISSION ACTION REQUESTED:

Request for a public hearing to consider a petition by Acworth Highway 92 Partners, LLC. to modify conditions of zoning, Case #05-04-030, Majestic Hwy 92 Partners, LLC.

FACTS AND ISSUES:

Resolution 2005-R-032, Exhibit "A", Development regulations: (4) Building Materials, requesting additional building materials be made available; (6) Signage, requesting additional available materials and the addition of a 50 foot pylon sign adjacent to I-75; and (8) Parking requesting removal of the limit of 4 parking spaces per 1,000 square feet of building.

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: Yes  No  Ordinance/Resolution: Yes  No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Please place this item on the Board of Commissioners Agenda for July 16, 2013.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

*Vicki Taylor Lee*  
*[Signature]*

**RESOLUTION NO. 2013- R-  
MODIFICATION OF CONDITIONS ON CASE # 05-04-030  
APPLICANT: Acworth Highway 92 Partners, LLC.**

A resolution approving modification of conditions of the following described property:

42.37+/- acres located in Land Lots 1244, 1276, and 1277 of the 21st District, 2nd Section of Cherokee County, Georgia and indicated as parcels 030, 031, 032, 034, 036, 036A, 037, and 057 on Cherokee County Map 21N06.

**WHEREAS**, it hereby is found and determined that a petition to modify conditions of Case 05-04-030 by amending conditions 4, 6, and 8 to allow additional permitted building materials, increased signage and removal of the limitation of parking spaces was filed on June 21, 2013.

Proposed Use: Commercial - Retail

**WHEREAS** the Cherokee County Board of Commissioners, after notice required by law, did hold a Public Hearing on July 16, 2013 in Cherokee Hall at the Cherokee County Administrative Building.

**NOW THEREFORE**, be it resolved by the Cherokee County Board of Commissioners that the above-described was \_\_\_\_\_.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**L. B. Ahrens, Chairman**

\_\_\_\_\_  
**Christy Black, County Clerk**

Case # \_\_\_\_\_

Applicant: Woodson Galloway  
Acworth Highway 92 Partners, LLC, c/o Laurel David, The Galloway Law Group,  
(Name)  
3500 Lenox Road NE, Suite 760  
(Address)  
Atlanta GA 30326  
(City) (State) (Zip)

Resolution #: \_\_\_\_\_  
woody@glawgp.com  
laurel@glawgp.com  
(E-mail Address)  
404-965-3669 678 575 0001  
(Telephone)

Request modification of zoning condition \_\_\_\_\_ from: (see attached "Description of Modification of Conditions Request")

to: \_\_\_\_\_

Existing use of property: vacant, zoned GC

Proposed use of property: Commercial

Directions to rezoning notice sign: \_\_\_\_\_

Size of property: 42.37 +/- Square Feet/Acres Commission District 4  
Map 21N06 Parcel 030, 031, 032,  
034, 036, 036A, 037 Land Lot 1244, 1276, 1277 District 2 lot  
and 057

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

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Notary Public \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_

PLEASE NOTE WE MUST HAVE ALL PROPERTY OWNER'S SIGNATURES AS IT APPEARS ON DEED.

[Signature]  
Signature of Owner \_\_\_\_\_ Date \_\_\_\_\_  
R. Stan Conway  
Type of Vice President Title

[Signature] 6/21/13  
Signature of Notary Public \_\_\_\_\_ Date \_\_\_\_\_  
**NOTARY PUBLIC**  
**GEORGIA**  
**MARCH 6, 2015**  
**FULTON COUNTY**

Signature of Owner \_\_\_\_\_ Date \_\_\_\_\_

Signature of Notary Public \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_

(SEAL)

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

[Signature]  
APPLICANT'S SIGNATURE

DATE \_\_\_\_\_

**Cherokee County**  
**Description of Modification of Zoning Conditions Request**  
**Applicant: Acworth Highway 92 Partners, LLC**

This Modification of Zoning Conditions Application applies to parcels within property owned by the Applicant that was subject to Zoning Conditions, Resolution #05-04-030 which zoned the Property to the GC classification with conditions and to the LI classification with conditions. The Property totals approximately 42.37 acres and is comprised of County Tax Map 21N06 Parcels 030, 031, 032, 034, 036, 036A, 037 and 057.

The Applicant requests a Modification of Conditions as follows:

- 1) Alter Condition (6) requiring all freestanding signs to be constructed only of brick or stone materials with a solid monument base to allow a 50' tall pylon sign, in addition to monument signage, similar to the sign depicted in the elevation submitted with this Modification Application;
- 2) Alter Condition (8) to clarify that the maximum allowed parking ratios contained in the Highway 92 Overlay do not apply to this zoning; and
- 3) Alter Condition (4.a.), Building Materials, to read:
  - Buildings shall have no less than 80 percent of the non-glass area of three exterior sides faced with brick, stone, split-faced block, cast stone, cementitious siding, architectural metal, stained or painted wood, painted tilt-up concrete or stucco.

The direction of the Applicant's proposed development has changed since its zoning to include a much greater emphasis on commercial development than originally anticipated. Some large national retailers have been very attracted to the site because of its great access and visibility along I-75. Therefore, the site plan has been altered to allow more commercial space and development of a quality commercial node that will attract consumers from Highway 92, as well as I-75. One major retailer is planning to locate their first store in Georgia on the Property. This store will have a regional draw. As such, visibility from I-75 is critical to their success. Therefore, the Applicant is requesting approval of a 50-foot tall, pylon sign to direct consumers to the site. The 35-foot tall monument sign allowed under the existing conditions would not be visible from the Interstate. There are no adjacent or nearby residential properties that would be affected by this proposal.

The Applicant is also requesting a clarification of Condition (8) to clarify that the maximum parking ratios contained within the Highway 92 Overlay do not apply to the Property. As currently written, Condition (8) states that "Parking requirements shall be determined by the applicable County Zoning Ordinance," which was intended to mean that the provisions of Article 12, Off-Street Parking Regulations, applied to the Property and not the Overlay's parking

provisions but failed to do so with specificity. The Highway 92 Overlay provides maximum parking ratios that would prevent development of the Property for the retail uses proposed. Therefore, to remove all doubt, the Applicant wants to clarify that the requirements of Article 12, Off-Street Parking Regulations, apply to the Property.

Finally, the Applicant is requesting an expansion of the building materials allowed for the development. The materials proposed are consistent with materials allowed in other commercial areas of Cherokee County and are in keeping with high quality standards expected at a development of the type proposed by the Applicant

**RESOLUTION 2005 - R - 032**  
**CASE #05-04-030**  
**Majestic Hwy 92 Partners, LLC**



A resolution approving the rezoning of the following described property:

89.1 +/- acres located in land lot(s) 1244, 1275, 1276, 1277 of the 15<sup>th</sup> district, 2nd section of Cherokee County, Georgia, and indicated as parcel(s) 30, 31, 33, 34, 36, 36A, 37 and 57 on tax map 21N06.

**WHEREAS**, it hereby is found and determined that a petition to change the zone of the above described property from GC and R-40 to GC and/or LI was filed on January 20, 2005.

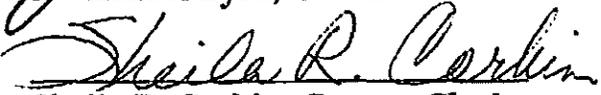
Proposed Use: Commercial, Retail, Office and Industrial Businesses

**WHEREAS**, it likewise is found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on Tuesday, April 5, 2005 in the Jury Assembly Room of the Cherokee County Justice Center. Recommendation from the Planning Commission was for approval of GC and LI with conditions.

**NOW THEREFORE**, be it resolved by the Cherokee County Board of Commissioners that the above described property is now located in the GC with conditions\* and LI with conditions\* zoning districts, and the Cherokee County Zoning Administrator hereby is directed to change the district maps accompanying and being part of the rezoning resolution.

Adopted this 19th day of April, 2005.

  
\_\_\_\_\_  
Michael Byrd, Chairman

  
\_\_\_\_\_  
Sheila R. Corbin, County Clerk

\*Conditions as shown on the attached "Exhibit A"\*\*\* entitled "Zoning Conditions in Connection with Application for Rezoning dated April 12, 2005 made by Majestic Highway 92 Partners, LLC, Case No. 05-04-030" including hand written notes along with:

1. The property which is currently zoned GC shall be re-zoned to GC with conditions. The property which is currently R-40 shall be re-zoned to LI with conditions. Both the General Commercial and Light Industrial re-zonings will be subject to the conditions as shown on the attached "Exhibit A".
2. Applicant agrees to construct road and turn-around as approved by the County Engineer.
3. Applicant agrees to pay for no-thru-truck signs on Priest Road, if found to be warranted by Engineering.

\*\*Exemptions to Exhibit "A" include:  
the colors, as mentioned on Page 3 of the attached Exhibit "A", not permitted should include grey"; "The roof lines shall be consistent with the Highway 92 Overlay Ordinance"; "Wall Signs, as mentioned on Page 3 and 4 of the attached Exhibit "A", will be based upon the approval of the Director of P&Z.

EXHIBIT "A"

ZONING CONDITIONS IN CONNECTION WITH APPLICATION FOR REZONING  
DATED APRIL 12, 2005 MADE BY MAJESTIC HIGHWAY 92 PARTNERS, LLC.  
Case No. 05-04-030

Permitted Uses: Except as provided below, those uses allowed under the G-2 and L-I classifications shall be permitted on the property.

GC  
KMM

Prohibited Uses: The following uses shall NOT be allowed:

- Automobile garages or repair shops (excluding service stations)
- Adult video shops
- Billiard parlors
- Check cash services
- Drive-in theaters
- Farm equipment sales/storage
- Mini-warehouse facilities
- Manufactured home sales
- Motels with outside entrances
- Nude/semi-clothed dancing establishments
- Itinerant merchants
- Pawn shops
- Recreational vehicle sales/service/repair facilities
- Short-term loan offices
- Truck terminals
- Used tire sales/repair shops
- New and used automobile/vehicle dealerships/salvage lots/scrap yards

Minimum development standards and development regulations:

- (1) Curb cuts on Highway 92 shall be consistent with those permitted under Agreement between Majestic Highway 92 Partners, LLC and The Georgia Department of Transportation dated October 12, 2004; and
- (2) Individual parcels in the Highway 92 Corridor shall have a minimum of 150 feet of frontage.

**Development regulations:**

**(1) Streetscape theme.**

a. Front yard areas along Georgia Highway 92 shall contain a landscape strip at least 20 feet in depth along the entire property frontage except where driveways may be required.

b. A major tree not less than two inches DBH as indicated in the tree ordinance shall be planted every 40 feet on center along the entire Hwy. 92 roadway frontage of the property within the landscape strip.

c. Landscaping shall utilize, berms, connecting sidewalks, trees and other plantings.

**(2) Utilities. All site utilities shall be located underground.**

**(3) Architecture**

a. Commercial Buildings shall be designed with traditional architectural styles.

b. Commercial buildings shall be broken up to give the appearance of individual buildings or places of business, presenting a village appearance, where feasible.

c. Commercial Buildings with large areas of uninterrupted brickwork shall be broken up through the use of trellises, arcades, blind windows, archways, or other patterns.

d. Window areas in the commercial buildings shall not extend down to the floor line. A wall of not less than 2 feet in height shall separate the floor from the bottom of the window frame.

**(4) Building Materials.**

a. Buildings shall have no less than 80 percent of the non-glass area of three exterior sides faced with brick, painting tilt-up concrete or stucco.



b. Mirrored glass with a reflection greater than 20 percent and glass curtain walls are prohibited.

c. Paint colors shall be of traditional, muted tones such as ivory, cream, beige, white, and grey. Colors which are not permitted are bright or vibrant colors of orange, pink, purple, bright green, or violet, which are considered to be inconsistent with the district.

*No grey*

(5) Roof Lines.

a. Commercial building styles without a pitched roof shall have a detailed parapet and cornice which shall hide any equipment located on the roof from visibility.

*Don't overplay -*

(6) Signage.

a. Freestanding signs.

i. All new freestanding signs shall be of a monument style and constructed only of brick or stone materials to match or compliment the principal structure or structures located on the site.

ii. A monument base shall consist of:

A. A solid base or framework, the same width and length of the sign. or

B. Two columns, each not less than two inches square supporting the sign on each side. The total span of said columns shall equal the total width and length of the sign box, and shall be connected at the base by a planter or monument not less than three inches in height.

iii. If the sign lists multiple tenants the sign shall be of a uniform background, lettering style and color.

b. Wall signs.

No sign shall give off light that glares, blinds or has any other such adverse effect on traffic. The light

*upon approval by the Director of P&Z*

from an illuminated sign 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.

Specific dimensional requirements for all signage are governed by the Sign Ordinance of Cherokee County, Georgia.

c. The following signs are prohibited:

i. Signs involving motion, rotation, or sound, other than flags or streamers which are blown by the wind.

ii. Flashing, blinking, varying, varying light intensity signs or animated signs, except community information signs.

iii. Courtesy benches, trash cans, and similar devices on which advertising is displayed.

iv. Signs attached to any street signs or markers, traffic control signs or devices, or attached to or painted on any pole, post, tree, rock, shrub, plant or other natural object or feature.

(7) Traffic access requirements. Access to Highway 92 must comply with all county and state traffic access requirements. Internal roadways or vehicular connections making developments accessible to each other shall be used whenever possible.

(8) Parking. Parking requirements shall be determined by the applicable Cherokee County Zoning Ordinance. Variances may be applied for on a case-by-case basis.

(9) Buffers. The intent of buffers is to provide a year round visual screen such as evergreen trees between adjacent properties and the new development. Any application for a design plan approval submitted to the director of planning and zoning shall include a tree survey and landscape plan, with buffers, prepared by a landscape architect.

(10) Landscaping requirement.

- a. A landscaped berm of no less than three feet in height or evergreen landscape planting no less than three feet in height shall be provided to screen vehicular parking areas, loading areas, and dumpsters from view from Highway 92.
- b. Trees shall not be disturbed to any greater extent than absolutely necessary to construct any building or other improvement in the opinion of the county engineer, building official or the planning director of Cherokee County, Georgia.
- c. Existing (undisturbed) landforms, trees and other elements such as berms with asymmetrical clumps of plants, trees and shrubs indigenous to the area and region of Georgia shall be provided where possible within landscape areas.
- d. Or as otherwise determined by the Cherokee County Staff.

#### **Project filing, review and approval procedures.**

Each design plan shall be prepared by an architect, landscape architect, engineer, or land surveyor whose state registration is current and valid, or by a professional planner holding full or associate membership with the American Planners Association and submitted to the Cherokee County Staff for review and approval. Each design plan shall contain a site plan, architectural elevations, landscape plan, and line-of-study drawn to an appropriate scale and shall include the following:

- (1) **Name:** Name of the proposed development. Name signature and address of the owner and the designer of the site plan.
- (2) **Date:** Date, approximate north arrow, and scale.
- (3) **Boundaries:** The boundary line of the land tract shall be shown on a survey plat prepared sealed by a registered land surveyor.

(4) **Location map:** A map to an approximate scale showing the location of the proposed development.

(5) **Contours:** Contours with a minimum vertical interval of five feet referenced to sea level datum shall be provided for existing topography and proposed elevations.

(6) **Site analysis:** The location of existing or proposed platted property lines, streets, buildings, water courses, bridges, water mains, drain pipes, and public utility easements, the owners of record of adjoining parcels, and the zoning classification(s) of the adjoining property.

(7) **Buffer areas:** Location, dimensions, and treatment of all required buffers, landscaped or planted, including fences, walls, berms, and signage.

(8) **Other information:** Other information required by the planning director to ensure compliance with the provisions of this Ordinance.

(9) **Tree preservation plan:** A design outlining the proposed scope of tree preservation.

**Variances.** The Cherokee County Board of Commissioners has the authority to grant variances from these conditions in cases where the strict application of the conditions would result in unnecessary hardship.

**Severability.** It is hereby declared to be the intention of the Board of Commissioners of Cherokee County that the sections, paragraphs, sentences, clauses, and phrases of these Conditions are severable, and if any phrase, clause, sentence, paragraph, or section of these Conditions be declared unconstitutional or invalid, it shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of these Conditions.

**Relationship to existing zoning.** Nothing contained herein shall be construed to replace or supersede existing zoning classifications of Property. It is, however, the intent of these Conditions that all of the Property be developed to meet all of the requirements outlined herein.

## **GLOSSARY**

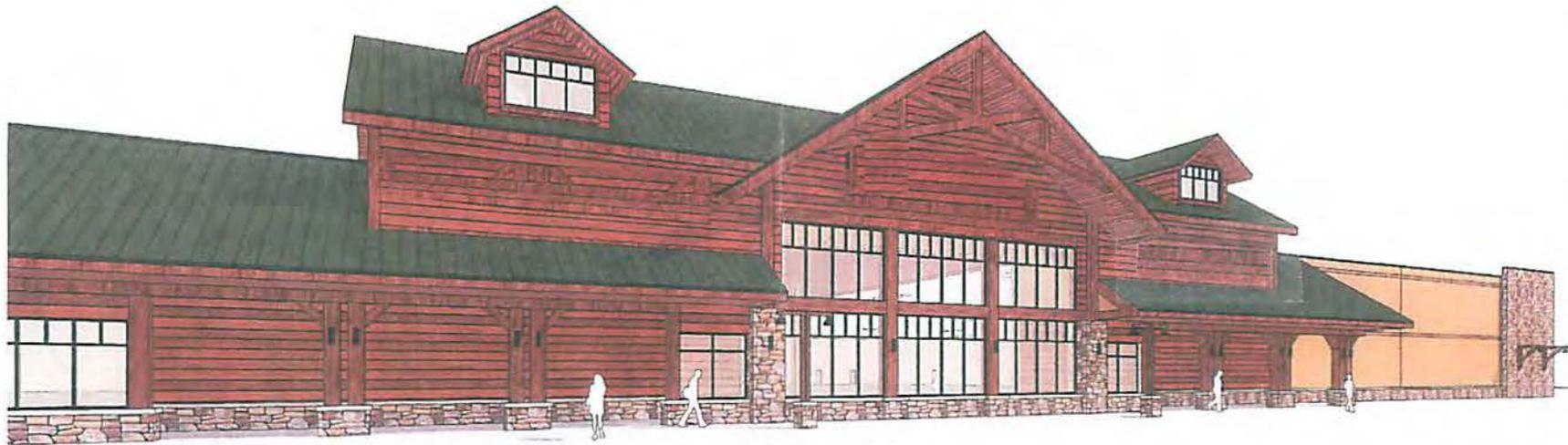
**Buffer.** A buffer is a land area reserved to provide a visual and noise barrier, which is created by the use of planted or natural existing material, alone or in combination with berms, fencing or walls. Buffers shall be provided as may be required by the Cherokee County Zoning Ordinance for GC and LI classifications and shall be established independently of building setbacks. Building setback requirements shall begin at the portion of the buffer area furthest from the property line such that the buffer area is not included within any area required for building setback.

**DBH.** Diameter at breast height is a standard measure of tree size, and is a tree trunk diameter measured in inches at a height of four and one-half feet above the ground. If a tree splits into multiple trunks below four and one-half feet, then the trunk is measured at its most narrow point beneath the split.

**Service station.** Any premises used or intended to be used for the retail sales of vehicular fuels and/or for servicing and light maintenance activities such as engine tune-ups. Service stations shall not include premises where heavy automobile maintenance activities such as engine over-hauls, painting, body repairs and transmission repairs are conducted. Service stations shall entail only incidental overnight parking of vehicles there for service or repairs.

#### **SUPERSESSSION AND CONFLICT.**

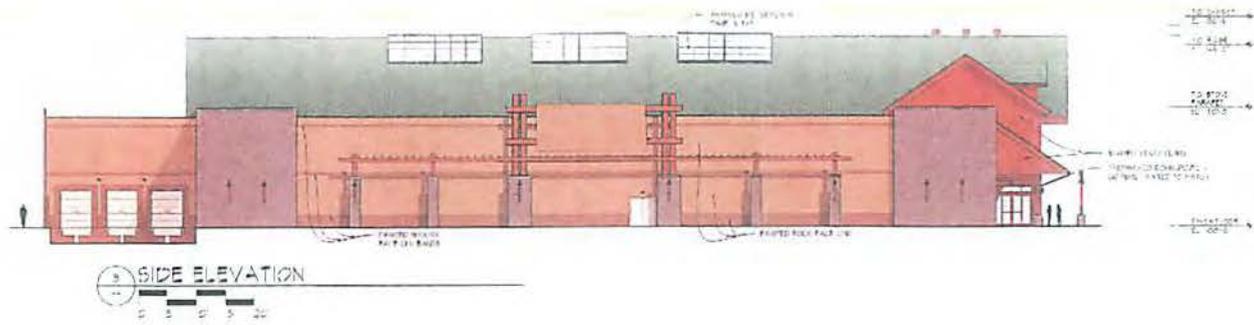
**THE CONDITIONS SET FORTH HEREIN SHALL SUPERCEDE EACH AND ALL OF THE REQUIREMENTS SET FORTH IN CHEROKEE COUNTY GEORGIA ZONING ORDINANCE NO. 02-Z-003 ENACTED MAY 21, 2002. IN THE EVENT OF A CONFLICT BETWEEN THE CONDITIONS SET FORTH HEREIN AND THE TERMS OF ZONING ORDINANCE NO. 02-Z-003, THE CONDITIONS SET FORTH HEREIN SHALL GOVERN AND CONTROL IN ALL RESPECTS.**



ACWORTH, GEORGIA

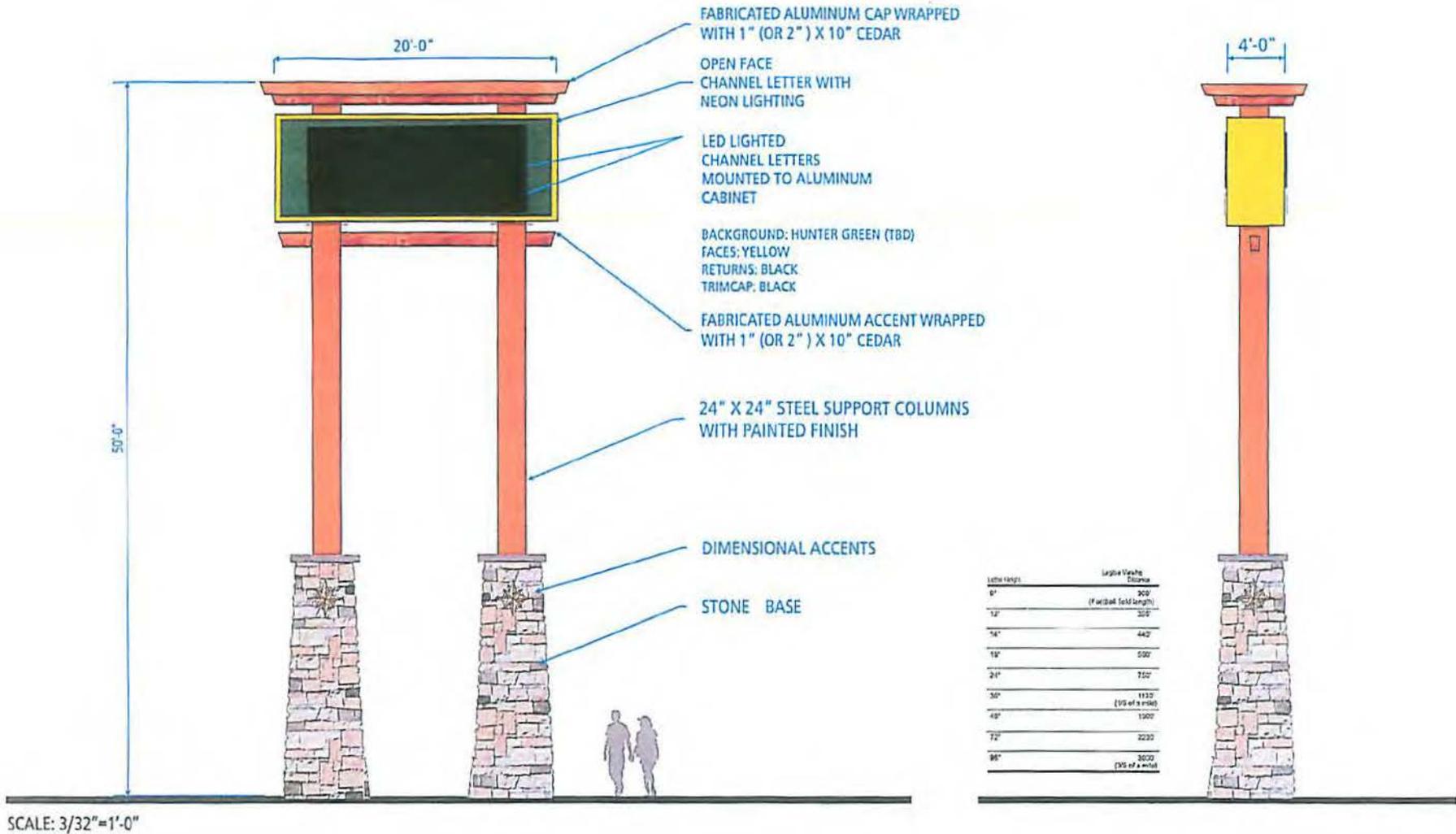
Bergmeyer  
06/18/2013





ACWORTH, GEORGIA

Bergmeyer  
06/18/2013



OPTION B- (QTY 1 - D/F)



4591 WIEUCA ROAD, NE ATLANTA, GEORGIA 30342  
TEL: 404-252-6095 FX 404-252-6172

MAJESTIC REALTY

CHEROKEE VILLAGE

Scale: as noted

Date:  
11 June 2013  
Revisors:  
18 June 2013 / 19 June 2013  
20 June 2013

Sheet:

S.2





2106 009

2106 043

2106 126

2106 005

2106 038

1501 029

150 Northpoint Pkwy

2106 037

2106 036

2106 057

2106 034

118 Northpoint Pkwy

2106 148

114 Northpoint Pkwy

2106 003D  
2106 003

I-75 Rm

I-75 Hwy

I-75 Hwy

I-75 Rm

Hwy 92

Hwy 92

I-75 Rm

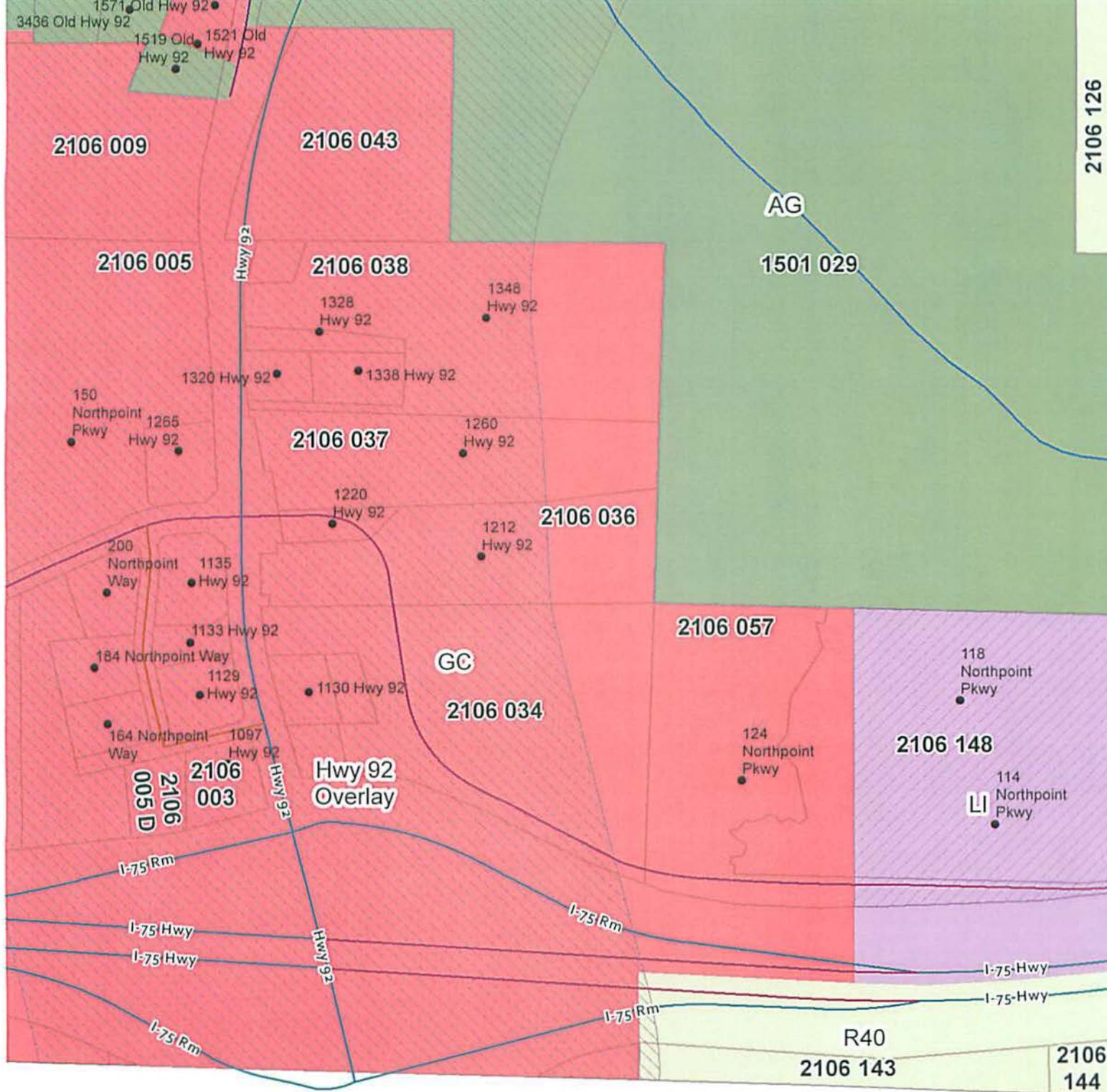
I-75 Hwy

I-75 Hwy

I-75 Rm

2106 143

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2106 144



# Cherokee County, Georgia Agenda Request

**SUBJECT:** Installation of No U Turn Signs  
Eagle Drive at West Putnam Ferry Road

**MEETING DATE:** July 16, 2013

**SUBMITTED BY:** Brett R. Buchanan

**COMMISSION ACTION REQUESTED:**

Consideration to designate No U Turns and install "No U Turn" signs at the intersection of Eagle Drive and West Putnam Ferry Road.

**FACTS AND ISSUES:**

The Cherokee County School District had a traffic engineer analyze their internal operations in regards to the traffic flow at the Etowah High School and E.T. Booth Middle School campus. Based on that study, the traffic engineer's recommendation is to send more traffic out the western entrance of Etowah High School. This is a right-in/right-out driveway to Eagle Drive and will only allow people to exit the school heading west on Eagle Drive. Some of those vehicles will desire to head back east on Eagle Drive and their first opportunity to turn around would be at the intersection of Eagle Drive and West Putnam Ferry. Given this increased volume, we would request to prohibit the U turn movement at this un-signalized intersection.

In order to provide a safer location for this anticipated U turn movement, we are installing a protected/permissive left turn phase (left turn arrow) approximately 550 feet to the west at the currently signalized intersection of Eagle Drive and Rose Creek Drive. This will allow the U turn movement to have a protected phase at an already signalized intersection.

**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: Yes  No  Ordinance/Resolution: Yes  No   
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

**ADMINISTRATIVE RECOMMENDATION:**

Approval to designate No U Turns and install "No U Turn" signs at the intersection of Eagle Drive and West Putnam Ferry Road.

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_

*Traffic Circulation Analysis*

**Etowah High School /  
E.T. Booth Middle School Campus  
Cherokee County, Georgia**

*Prepared for:*

Manley Spangler Smith Architects

*Prepared by:*

Kimley-Horn and Associates, Inc.  
2 Sun Court, Suite 450  
Norcross, GA 30092  
(770) 825-0744

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## APPENDICES

Appendix A	Raw Traffic Counts
Appendix B	Site Photo Log
Appendix C	Synchro Level-of-Service Analyses
Appendix D	Recommended Improvements – Site Plans

## 1.0 INTRODUCTION

The project site currently consists of the Etowah High School, E.T. Booth Middle School, and Chapman Intermediate School campuses located on the north side of Eagle Drive in the vicinity of Putnam Ford Drive and Parkbrooke Drive in Woodstock, Georgia. All three campuses consist of parking areas connected by a complex network of access drives. The proposed Etowah High School / E.T. Booth Middle School Campus project will be broken into two phases and includes the construction of a new middle school to the north of the existing middle school and athletic fields to replace the existing middle school. In addition, the 6<sup>th</sup> graders of Chapman Intermediate School will be relocated to the new middle school, the 5<sup>th</sup> graders will be relocated off campus to another elementary school, and Etowah High School will utilize the existing Chapman Intermediate campus as an overflow facility.

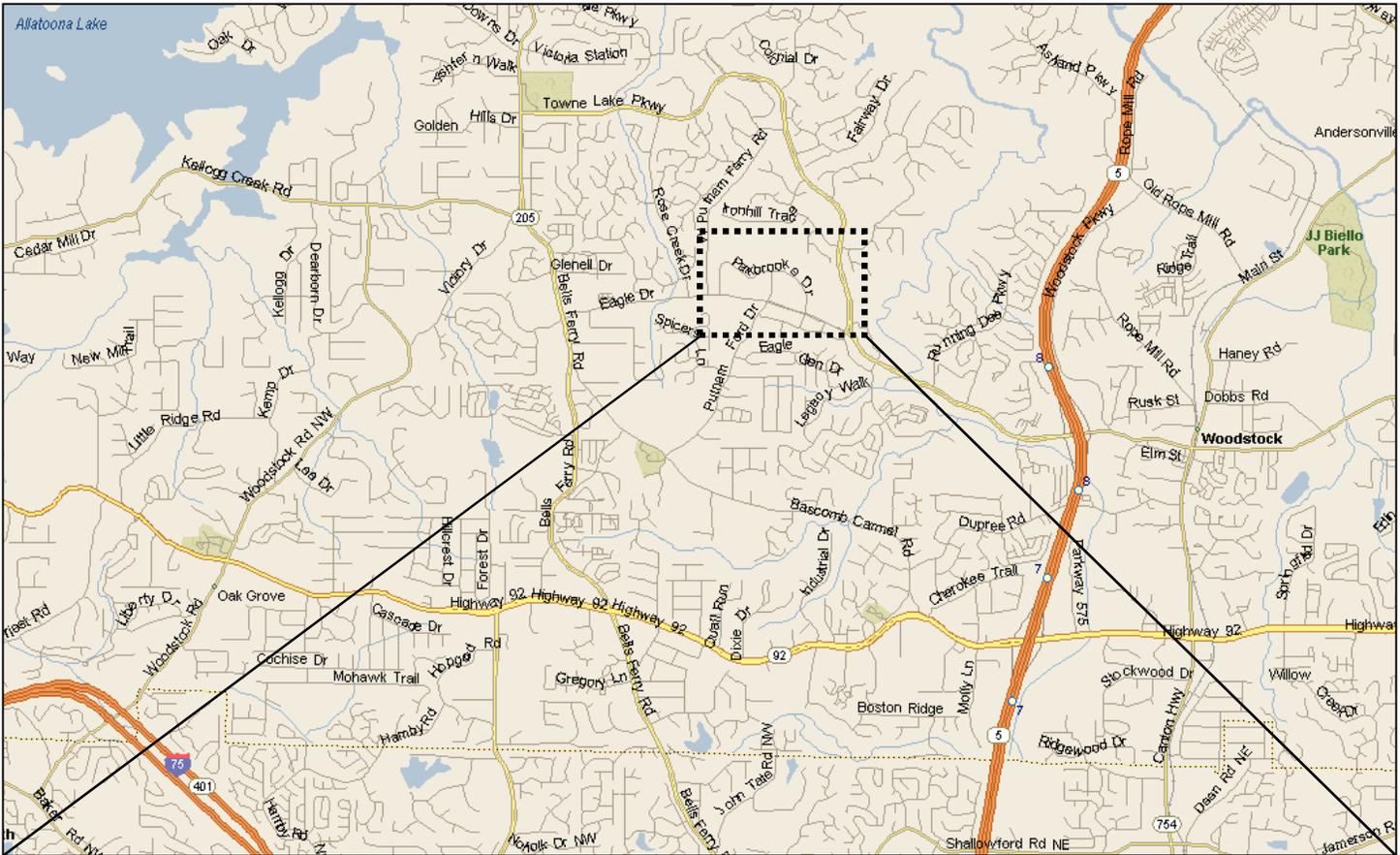
The site location is shown in **Figure 1**, and aerials of the site are shown in **Figure 2** and **Figure 3**.

Kimley-Horn and Associates, Inc. was retained to perform a traffic circulation analysis for each phase of the project for both the AM and PM peak hour traffic conditions for the proposed Etowah High School / E.T. Booth Middle School Campus project. This report was prepared to determine feasible improvements in order to enhance onsite traffic circulation and to identify operational and roadway improvements that may be implemented in order to reduce traffic congestion throughout the site. This report examines 2012 Existing traffic conditions, Projected Phase I, and Projected Phase II traffic conditions.

## 2.0 STUDY AREA DETERMINATION

The primary study area was identified to include the following five intersections:

1. Parkbrooke Drive & Putnam Ford Drive
2. Parkbrooke Drive (East) & Eagle Drive
3. Putnam Ford Drive & Eagle Drive
4. Parkbrooke Drive (West) & Eagle Drive
5. Putnam Ford Drive & Etowah H.S. Driveway



 <p>Kimley-Horn and Associates, Inc.</p>	<p><b>Etowah H.S. / E.T. Booth M.S.</b> <b>Transportation Circulation Analysis</b></p>	<p><b>Site Location</b></p>	<p><b>Figure</b> <b>1</b></p>
--	--	-----------------------------	-----------------------------------

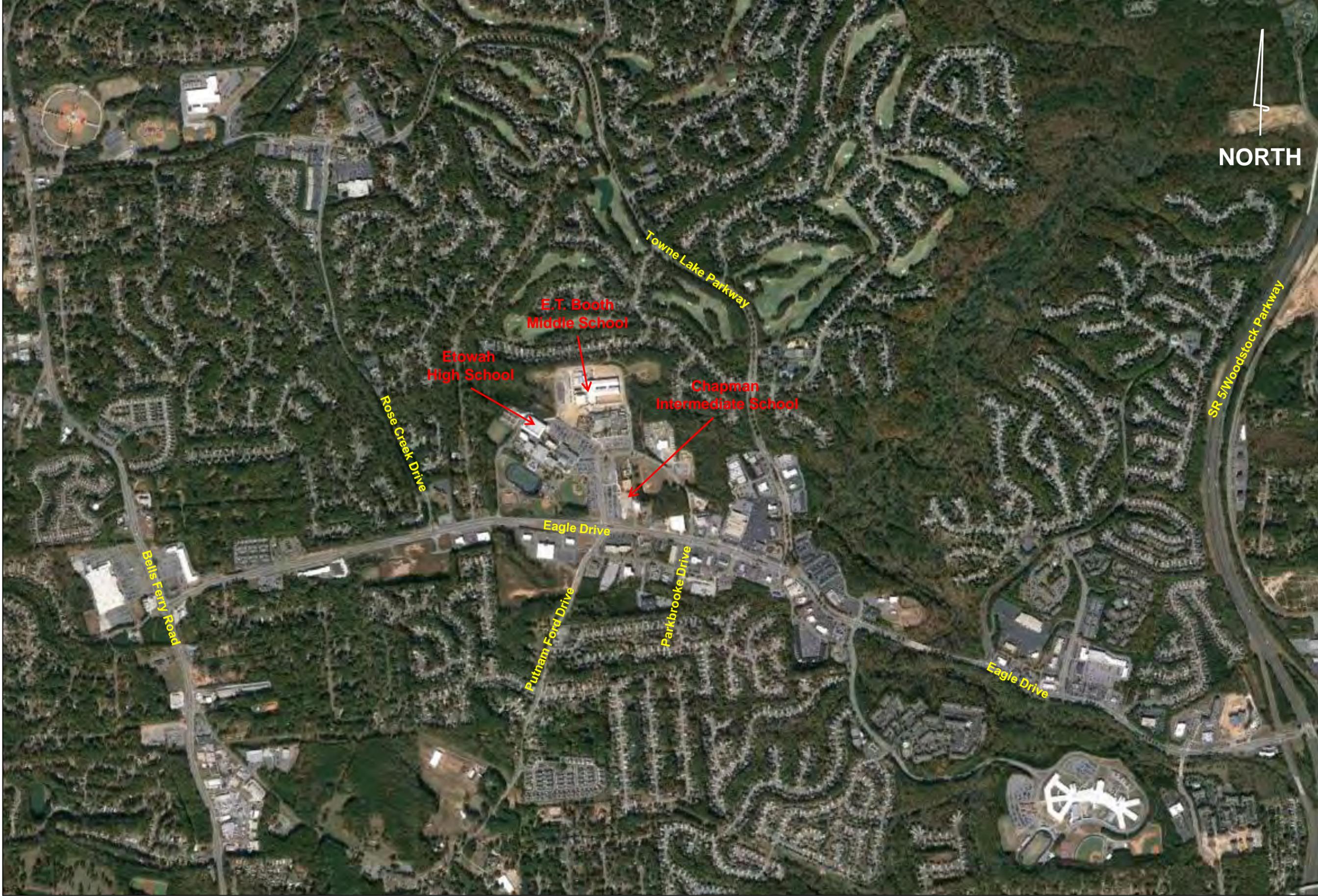




Figure 3

Site Aerial Zoomed-In

Etowah H.S. / E.T. Booth M.S. Transportation Circulation Analysis

Kimley-Horn and Associates, Inc.



### 3.0 EXISTING CONDITIONS

Eagle Drive is currently a four-lane divided road adjacent to the project site along the south with an east-west orientation. Putnam Road is north-south oriented and is a variable five-lane to three-lane undivided road providing access through the center of the site to all three school campuses. Parkbrooke Drive is a two-lane undivided road with a north-south orientation at the intersections of Parkbrooke Drive (East and West) & Eagle Drive and an east-west orientation at its intersection with Putnam Ford Drive. The posted speed limit along Eagle Drive is 40 MPH adjacent to the site. The posted speed limit along Putnam Ford Drive and Parkbrooke Drive throughout the site is not posted but should be assumed to be no more than 25 MPH (school speed zone). The posted speed limit along Putnam Ford Drive south of Eagle Drive is 35 MPH.

#### 3.1 Area Land Uses

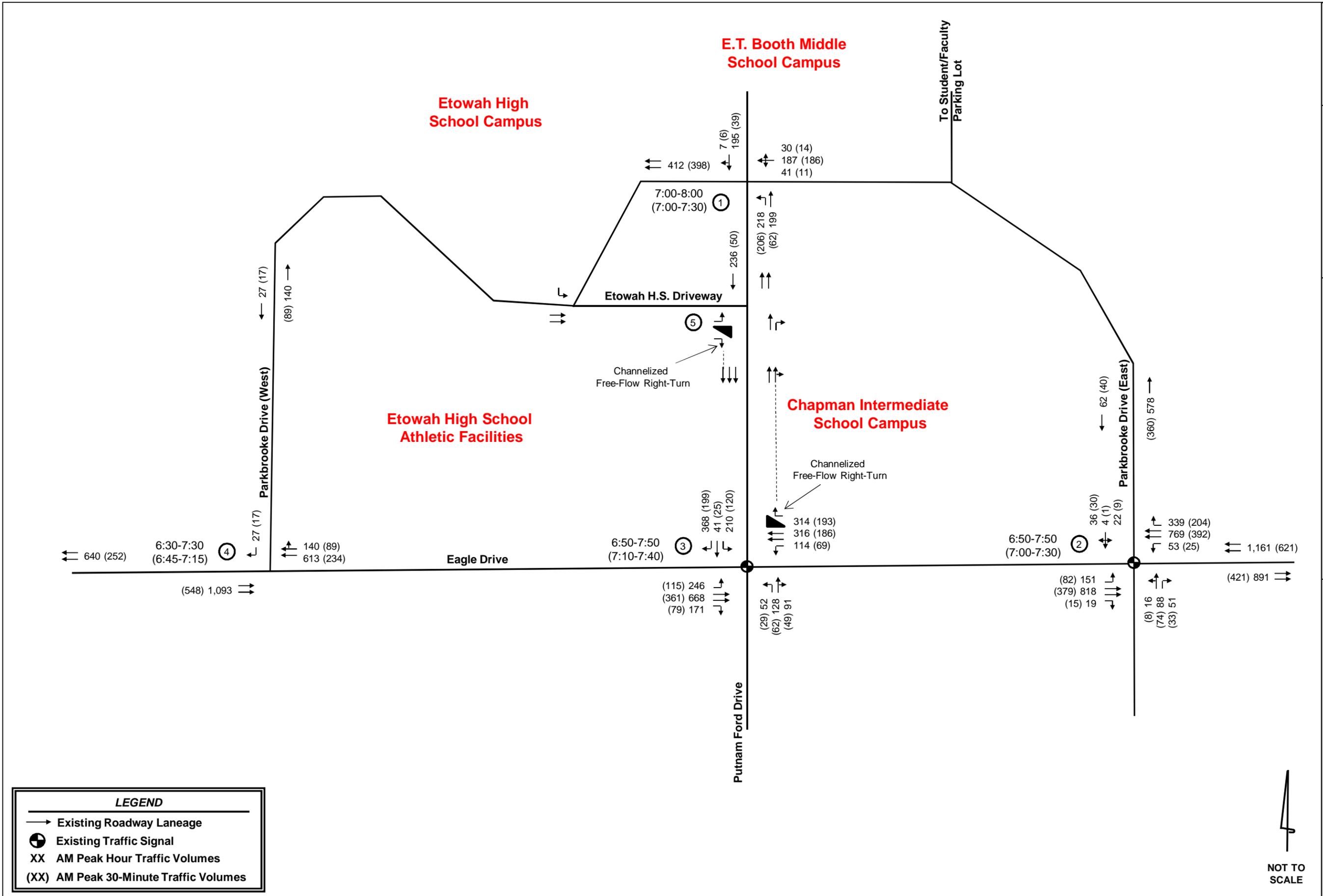
The site is located near numerous commercial land uses along both the north and south sides of Eagle Drive. The school campuses are also served by a large population of residential land uses surrounding the project site.

#### 3.2 Data Collection

Weekday AM and PM peak hour turning movement counts were conducted on December 6<sup>th</sup> and 11<sup>th</sup>, 2012, at three intersections: Parkbrooke Drive & Putnam Ford Drive, Parkbrooke Drive (East) & Eagle Drive, and Putnam Ford Drive & Eagle Drive. The volumes were collected in 5-minute intervals in order to determine the peak hour and the peak 30-minute turning movement volumes. The 2012 Existing traffic volumes for both the peak hour and peak 30-minute volumes are shown in **Figure 4** for the AM peak hour and **Figure 5** for the PM peak hour. The AM and PM peak hour turning movement volumes for buses only are shown in **Figure 6**. The peak hour turning movement volumes were used in the Level-of-Service analyses of this project.

Daily traffic volumes were also collected on December 11<sup>th</sup>, 2012. One 24-hour tube count was performed on Parkbrooke Drive (West) just north of Eagle Drive. The volumes were collected in 15-minute intervals in order to determine the peak hour turning movement volumes of the right-in/right-out Parkbrooke Drive (West) & Eagle Drive intersection.

The traffic count summary sheets are attached in the **Appendix A**.







### 3.3 *Intersection Geometry*

#### 3.3.1 *Intersection of Parkbrooke Drive & Putnam Ford Drive*

This unsignalized intersection is centrally located within the Etowah High School / E.T. Booth Middle School Campus. The control at this intersection is three-way stop control for the southbound, northbound, and westbound approaches. The Parkbrooke Drive westbound approach is a one-way street with one shared through/right-turn/left-turn lane entering the intersection and two through lanes exiting the intersection which provide access to the current car rider drop-off/pick-up zone. The Putnam Ford Drive northbound approach consists of one exclusive left-turn lane and one exclusive through lane; right-turns are prohibited for the northbound approach. The Putnam Ford Drive southbound approach consists of one shared through/right-turn lane; left-turns are prohibited for the southbound approach.

#### 3.3.2 *Intersection of Parkbrooke Drive (East) & Eagle Drive*

At this signalized intersection, the Parkbrooke Drive (East) southbound approach consists of one shared through/right-turn/left-turn lane. The Parkbrooke Drive (East) northbound approach consists of an exclusive right-turn lane and a shared through/left-turn lane. The Eagle Drive eastbound and westbound approaches consist of an exclusive left-turn lane, two dedicated through lanes, and an exclusive right-turn lane. The phasing of this signalized intersection provides protected-permissive left-turns for the eastbound and westbound approaches and permissive only left-turns for the northbound and southbound approaches. The channelized right-turn movements are free-flowing for the eastbound approach and yield control for the northbound approach.

#### 3.3.3 *Intersection of Putnam Ford Drive & Eagle Drive*

At this signalized intersection, the Putnam Ford Drive northbound and southbound approaches consist of an exclusive left-turn lane, one dedicated through lane, and an exclusive right-turn lane. The Eagle Drive eastbound and westbound approaches consist of an exclusive left-turn lane, two dedicated through lanes, and an exclusive right-turn lane. The phasing of this signalized intersection provides protected left-turns for the eastbound and westbound approaches and protected-permissive left-turns for the northbound and southbound approaches. The channelized

right-turn movements are free-flowing for the westbound approach and yield control for the northbound, southbound, and eastbound approaches.

### *3.3.4 Intersection of Parkbrooke Drive (West) & Eagle Drive*

At this unsignalized right-in/right-out intersection, the Parkbrooke Drive (West) southbound approach consists of an exclusive right-turn lane onto Eagle Drive. The Eagle Drive eastbound and westbound approaches consist of two dedicated through lanes in each direction. There is a grass median along Eagle Drive preventing left-turns from Parkbrooke Drive (West) onto Eagle Drive. The control at this intersection is stop control for the southbound approach.

### *3.3.5 Intersection of Putnam Ford Drive & Etowah H.S. Driveway*

This unsignalized intersection is centrally located within the Etowah High School / E.T. Booth Middle School Campus approximately 225 feet south of the existing Parkbrooke Drive & Putnam Ford Drive intersection. The control at this intersection is one-way stop control for the eastbound approach. The Etowah H.S. Driveway eastbound approach is a one-way street with an exclusive left-turn lane and an exclusive channelized, free-flowing right-turn lane. The Putnam Ford Drive southbound approach consists of one dedicated through lane entering the intersection and three dedicated through lanes exiting the intersection. The Putnam Ford Drive northbound approach consists of one dedicated through lane and an exclusive right-turn lane (lane drop) entering the intersection and one dedicated through lane and an exclusive left-turn lane (lane add) exiting the intersection just south of the Putnam Ford Drive & Parkbrooke Drive intersection.

The existing roadway geometry for the study area is shown on **Figure 4**, **Figure 5**, and **Figure 6**, and all site photos are provided in **Appendix B**.

### *3.4 Existing School Conditions*

Currently, the study area consists of three campuses: Etowah High School (west of Putnam Ford Drive), E.T. Booth Middle School (north of Parkbrooke Drive), and Chapman Intermediate School (east of Putnam Ford Drive). The total population for each school is as follows:

- |                               |  |                       |
|-------------------------------|--|-----------------------|
| • Etowah High School          | (Grades 9 <sup>th</sup> -12 <sup>th</sup> )    | 2,285 students        |
| • E.T. Booth Middle School    | (Grades 7 <sup>th</sup> & 8 <sup>th</sup> )    | 1,164 students        |
| • Chapman Intermediate School | (Grades 5 <sup>th</sup> & 6 <sup>th</sup> )    | 934 students          |
| • <i>Total Campus</i>         | <i>(Grades 5<sup>th</sup>-12<sup>th</sup>)</i> | <i>4,383 students</i> |

The start and release times for each school are staggered by 15 minute intervals and are as follows:

- |                               |         |         |
|-------------------------------|---------|---------|
| • Etowah High School          | 7:30 AM | 2:38 PM |
| • Chapman Intermediate School | 7:45 AM | 2:53 PM |
| • E.T. Booth Middle School    | 8:00 AM | 3:08 PM |

### 3.5 Existing Traffic Operation Deficiencies

The project team conducted onsite traffic flow observations during both the AM and PM peak hours of campus operations. During this site visit, the following causes were determined to be a major reason of campus congestion:

- Numerous pedestrian-vehicle conflicts throughout the site. Some of the major locations where conflicts were noted include: crossing Putnam Ford Drive just north of Eagle Drive, crossing from both the junior and senior parking lots as well as in front of the car rider drop-off/pick-up zone, and crossing Putnam Ford Drive from the parking lot near Utility Hill.
- Minimal storage provided at the car rider drop-off/pick-up zone, thus minimizing the number of cars that could unload at one time.
- Queuing of vehicles onto Eagle Drive at its intersection with both Putnam Ford Drive and Parkbrooke Drive (East).
- Limited sight distance along Parkbrooke Drive in the vicinity of Utility Hill.
- Significant amounts of weaving occurred along northbound Putnam Ford Drive where the bollards ended just north of Eagle Drive.
- Eastbound left-turning vehicles from Eagle Drive and northbound through vehicles from Putnam Ford Drive cut into the westbound free-flow right-turn lane in order to enter the campus.
- Difficulty in making a westbound left-turn while exiting Chapman Intermediate School due to congestion from the end of the Etowah High School morning peak of traffic.

- Sidewalk ends abruptly along Putnam Ford Drive which does not provide connectivity to Etowah High School or E.T. Booth Middle School.

After evaluating the existing traffic operations, it was determined that the worse time of congestion occurred before the initial Etowah High School start bell, which was from approximately 6:45 AM to 7:30 AM.

## 4.0 PROJECTED CONDITIONS

### 4.1 Projected Phase I

Following the completion of the Projected Phase I, the following campus conditions are expected:

- Completion of the new E.T. Booth Middle School campus located just north of the existing middle school location.
- Chapman Intermediate School will be disbanded, with the 5<sup>th</sup> graders being relocated to an offsite elementary school and the 6<sup>th</sup> graders merging into the new E.T. Booth Middle School.
- Etowah High School is expected to utilize the existing Chapman Intermediate School campus as an overflow facility.

The total population for each school is expected to be as follows:

- |                            |  |                       |
|----------------------------|--|-----------------------|
| • Etowah High School       | (Grades 9 <sup>th</sup> -12 <sup>th</sup> )    | 2,350 students        |
| • E.T. Booth Middle School | (Grades 6 <sup>th</sup> -8 <sup>th</sup> )     | 1,683 students        |
| • <i>Total Campus</i>      | <i>(Grades 6<sup>th</sup>-12<sup>th</sup>)</i> | <i>4,033 students</i> |

The start and release times for each school are expected to be staggered by 30 minute intervals and are estimated as follows:

- |                            |         |         |
|----------------------------|---------|---------|
| • Etowah High School       | 7:30 AM | 2:38 PM |
| • E.T. Booth Middle School | 8:00 AM | 3:08 PM |

The following improvements are recommended in order to decrease campus congestion and improve traffic circulation throughout the entire site for Phase I of the proposed project (see **Figure 7** – Phase I Recommended Improvements):

1. Relocation of the Etowah High School car rider drop-off/pick-up zone to be at the former bus loading zone located along Parkbrooke Drive between the Etowah High School football facilities (to the south) and the high school main campus (to the north).
2. Construction of a new concrete sidewalk with a covered canopy providing direct connectivity from the existing Etowah High School campus to the former Chapman Intermediate School campus.
3. Install pedestrian crossings (speed tables) and chain link fences along the pedestrian facilities in order to direct pedestrian traffic and to minimize pedestrian-vehicle conflicts.
4. Demolition of Parkbrooke Drive in the vicinity of Utility Hill from Putnam Ford Drive to the existing Chapman Bus Drive in order to remove the issues of limited sight distance.
5. Relocation of the existing Parkbrooke Drive & Putnam Ford Drive intersection approximately 300' to the north to create a T- intersection with three-way stop control. The northbound approach will consist of an exclusive left-turn lane, a dedicated through lane, and an exclusive right-turn lane. The westbound and eastbound directions will each consist of a shared through/right-turn/left-turn lane.
6. At the intersection of Parkbrooke Drive (East) & Eagle Drive, install an additional southbound lane in order to provide an exclusive southbound right-turn lane and a shared through/left-turn lane.
7. Allow for two-way directional flow along the Etowah H.S. Driveway between the senior and junior parking lots from the intersection with the junior parking lot to Putnam Ford Drive to the east. This will allow for easy ingress/egress access to the junior parking lot. Traffic should become one-directional flow in the westbound direction along this roadway from the entrance to the junior parking lot to the new car rider drop-off/pick-up zone. This will minimize left-turning conflicts for cars trying to enter the junior parking lot. The driveway providing access to the senior parking lot along Etowah H.S. Driveway should be right-in/right-out only. This will also minimize left-turning conflicts with car rider drop-off/pick-up traffic.
8. Reconstruct the Chapman Intermediate School driveway to be a right-in/right-out driveway by installing a raised “pork-chop” island. Construct a free-flowing (yield to pedestrians)

- westbound right-turn lane from this driveway along northbound Putnam Ford Drive to the new intersection of Putnam Ford Drive and Parkbrooke Drive. This will alleviate the current issue of left-turning traffic from Chapman Intermediate School onto Putnam Ford Drive.
9. Construct a new circulatory roadway that provides access from Parkbrooke Drive around the new E.T. Booth Middle School campus to the middle school faculty and bus parking and to the back entrance for the faculty/student parking lot serving Etowah High School. This circulatory roadway will be the only access point to the middle school car rider drop-off/pick-up zone during Phase I.
  10. Construct an additional four-legged intersection along Parkbrooke Drive to the east of the Putnam Ford Drive & Parkbrooke Drive intersection. The intersection will provide a direct connection from the Chapman Bus Drive to the new circulatory roadway, thus minimizing the number of turns for bus traffic. The intersection should be two-way stop control in order to minimize driver speeds around the expected heavy bus traffic. The eastbound/westbound approaches along Parkbrooke Drive will be free-flowing; the northbound/southbound approaches will be stop-controlled. The southbound approach will consist of a shared through/right-turn lane and an exclusive left-turn lane. The westbound approach will consist of a shared through/left-turn lane and an exclusive channelized right-turn lane with yield control. The northbound and eastbound directions will each consist of a shared through/right-turn/left-turn lane.
  11. Due to the right-in/right-out access control at the intersection of Parkbrooke Drive (West) & Eagle Drive, it is expected that a portion of car rider traffic will make a U-turn at the Eagle Drive/Rose Creek Drive intersection in order to travel back in the eastbound direction. Therefore, protected-permissive phasing is recommended for the westbound approach along Eagle Drive at the signalized intersection of Rose Creek Drive & Eagle Drive.
  12. Close the gate accessing the Student/Faculty Parking Lot during the AM peak hour only in order to reduce the amount of traffic congestion at the intersection of Parkbrooke Drive & Putnam Ford Drive.

The recommended improvements for Phase I have been shown in **Figure 7**.

**PHASE 1 CONSTRUCTION**  
**ETOWAH HIGH SCHOOL**  
**E.T. BOOTH MIDDLE SCHOOL**  
 JANUARY 28, 2013 SCALE: 1" = 60'

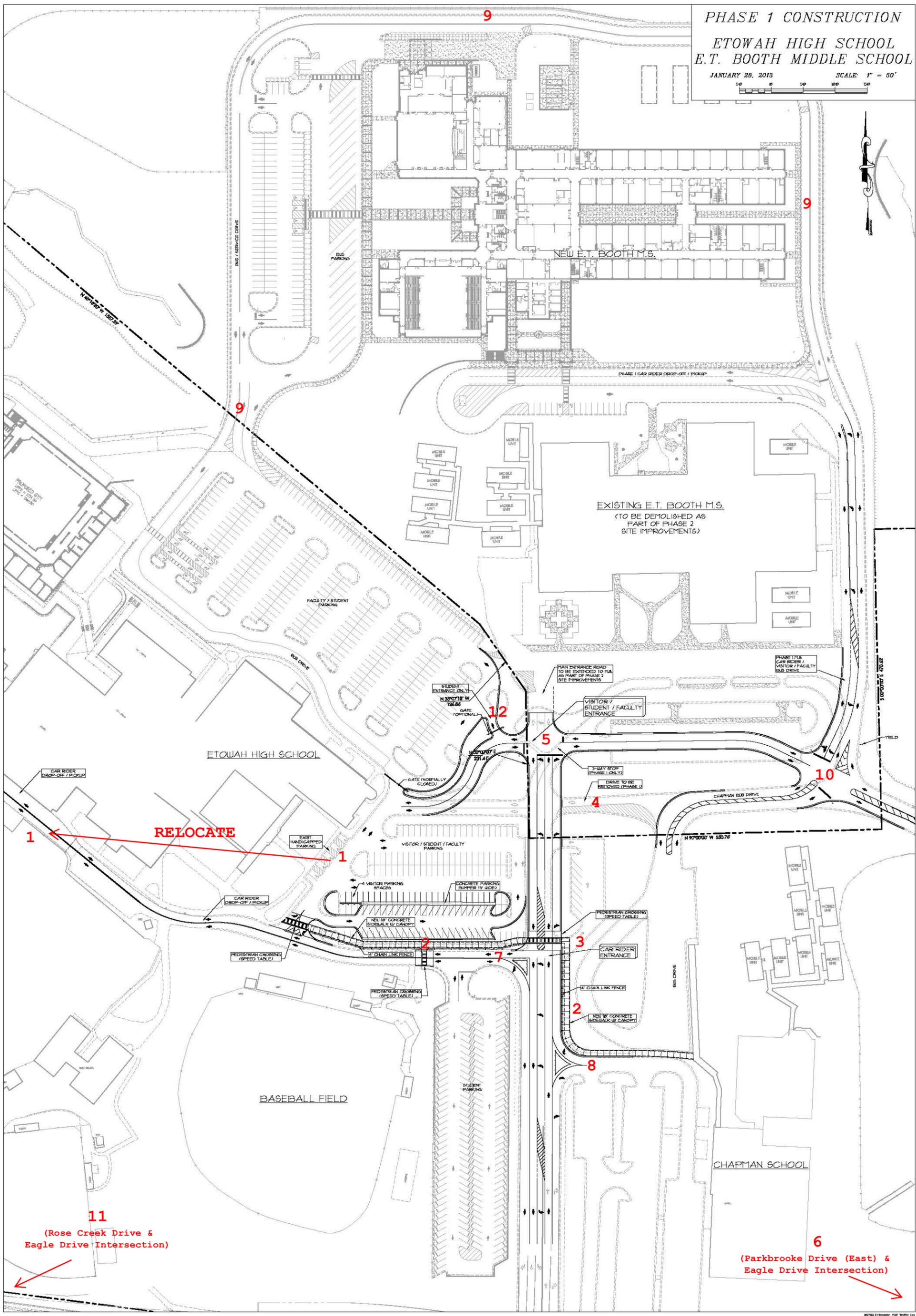


Figure 7

## 4.2 Projected Phase II

Following the completion of the Projected Phase II, the following campus conditions are expected (see **Figure 8** – Phase II Recommended Improvements):

- Completion of the new E.T. Booth athletic fields and parking lot in the location of the existing middle school campus.
- Completion of the Putnam Ford Drive extension from the intersection of Putnam Ford Drive & Parkbrooke Drive to the E.T. Booth Middle School campus. This will serve as the main entrance road to the car rider drop-off/pick-up zone and visitor/faculty parking lot located in front of the new middle school campus.
- Demolition of the Utility Hill parking lot located on the southeast quadrant of the intersection of Putnam Ford Drive & Parkbrooke Drive.

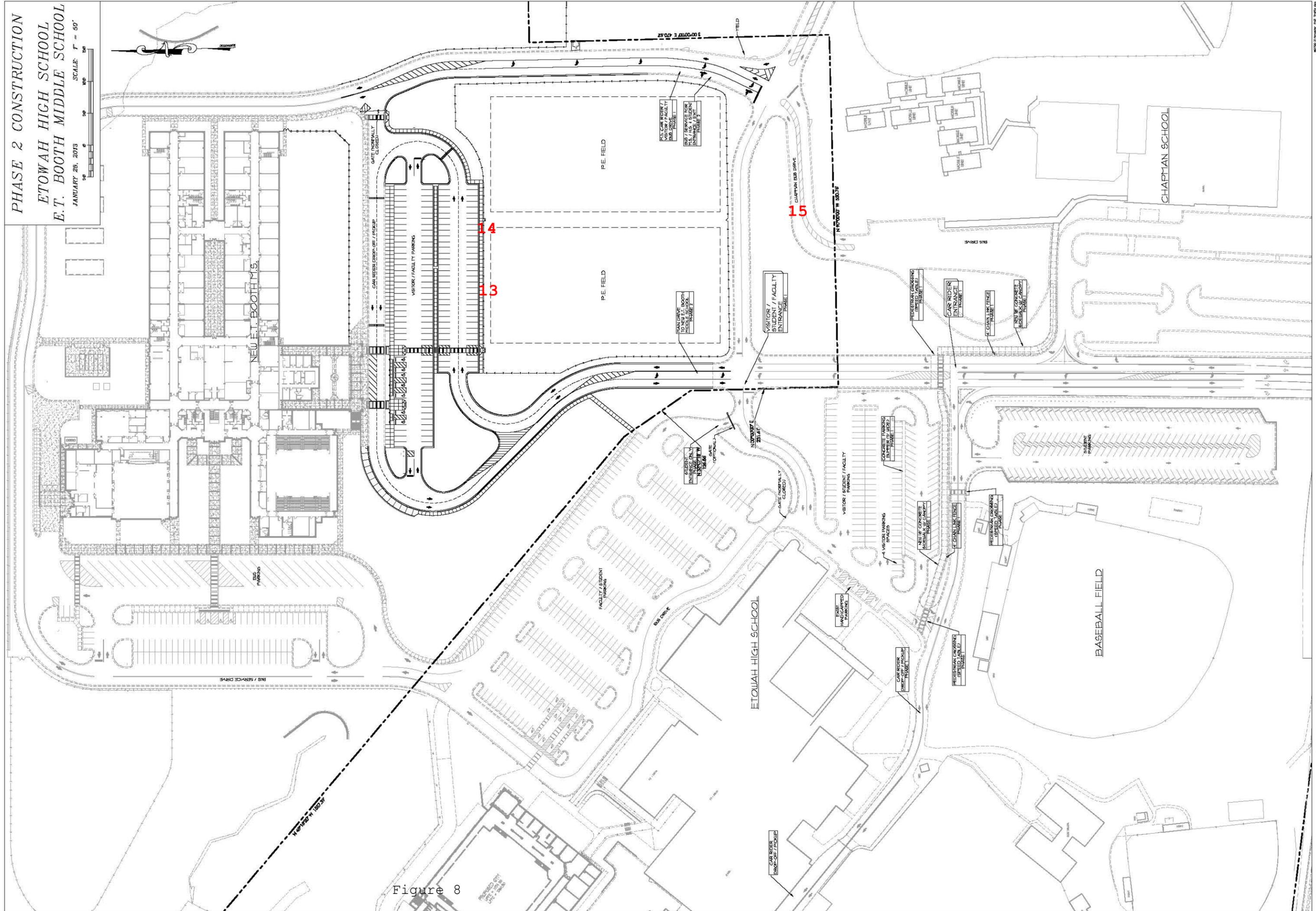
The following improvements are recommended in order to decrease campus congestion and improve traffic circulation throughout the entire site for Phase II of the proposed project (*Note: These conditions are in addition to the Phase I conditions mentioned in Section 5.1*):

13. Construct a southbound approach at the existing Parkbrooke Drive & Putnam Ford Drive intersection to make it a four-legged intersection. The southbound approach will consist of one exclusive left-turn lane and one shared through/right-turn lane.
14. Relocate the main entrance for the new middle school car rider drop-off/pick-up zone to be along the Putnam Ford Drive extension. Access for the car rider drop-off/pick-up zone along the new circulatory road will be gated off.
15. At the intersection of Parkbrooke Drive & Chapman Bus Drive/new circulatory road, increase the southbound left-turn lane length in order to accommodate the expected traffic volumes exiting the site along the circulatory road.

The recommended improvements for Phase II have been shown in **Figure 8**.

PHASE 2 CONSTRUCTION  
 ETOWAH HIGH SCHOOL  
 E.T. BOOTH MIDDLE SCHOOL

JANUARY 26, 2013  
 SCALE: 1" = 50'

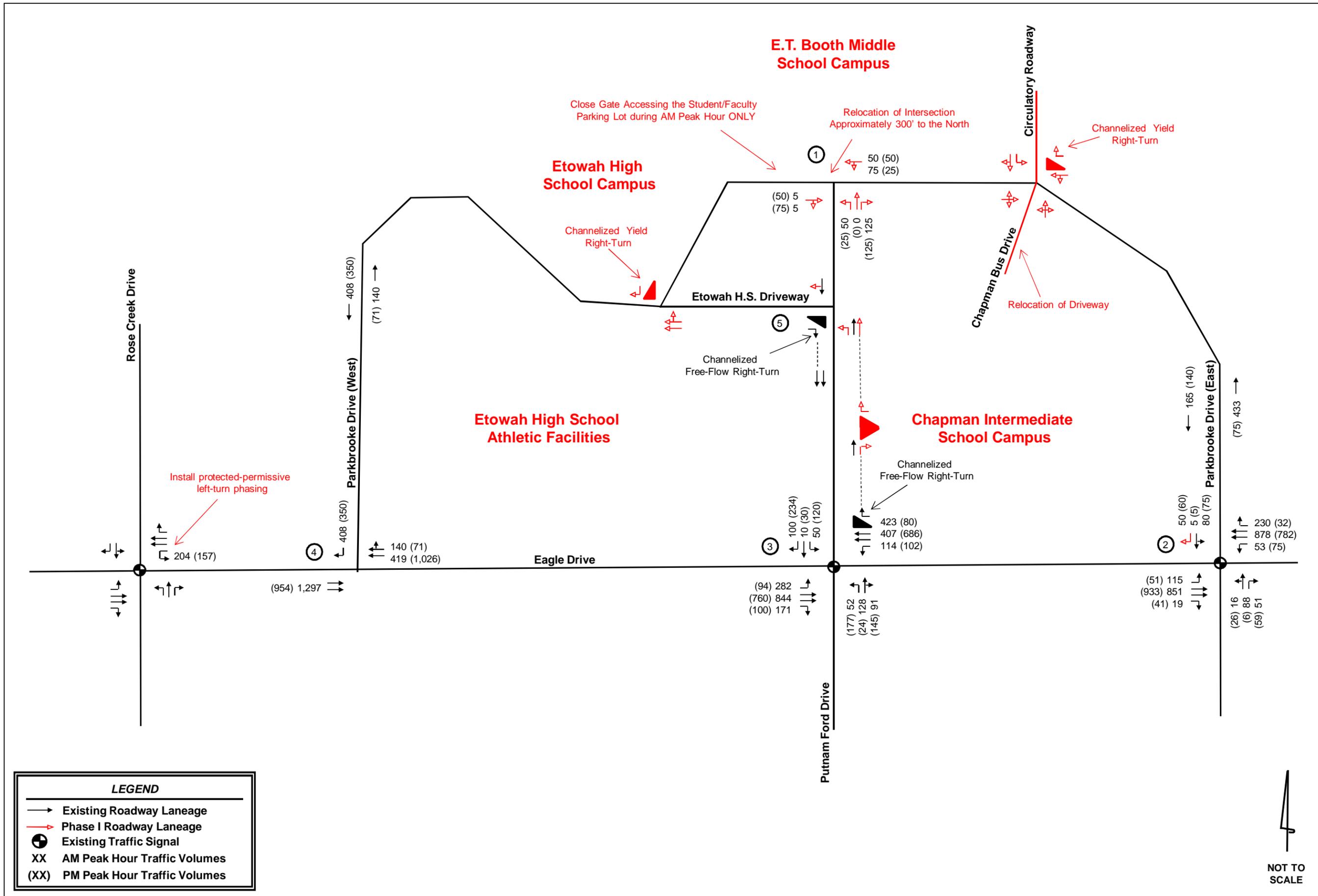


WORLD ENGINEERING AND ARCHITECTURE

### 4.3 Trip Generation & Distribution

For the purposes of this traffic study, the 2012 Existing traffic volumes were used for both the Projected Phase I and Projected Phase II scenarios. It was assumed that the expected traffic growth in the high school and middle school would be similar to the expected traffic loss due to the relocation of the 5<sup>th</sup> grade students to an offsite elementary school campus. The final distributions for the AM and PM peak hours for the Projected Phase I and Projected Phase II scenarios have been shown in **Figure 9** and **Figure 10**, respectively.

Due to the relocation of the car rider drop-off/pick-up zone for Etowah High School, a majority of the project traffic will be distributed along the one-directional Etowah H.S. Driveway to the right-in/right-out Parkbrooke Drive (West) & Eagle Drive intersection. Therefore, all car rider drop-off exiting traffic wanting to travel eastbound along Eagle Drive will be forced to make a U-turn along Eagle Drive at the signalized intersection of Rose Creek Drive & Eagle Drive. All of the improvements recommended for both the Projected Phase I and Projected Phase II scenarios were taken into consideration when determining the final traffic distribution.

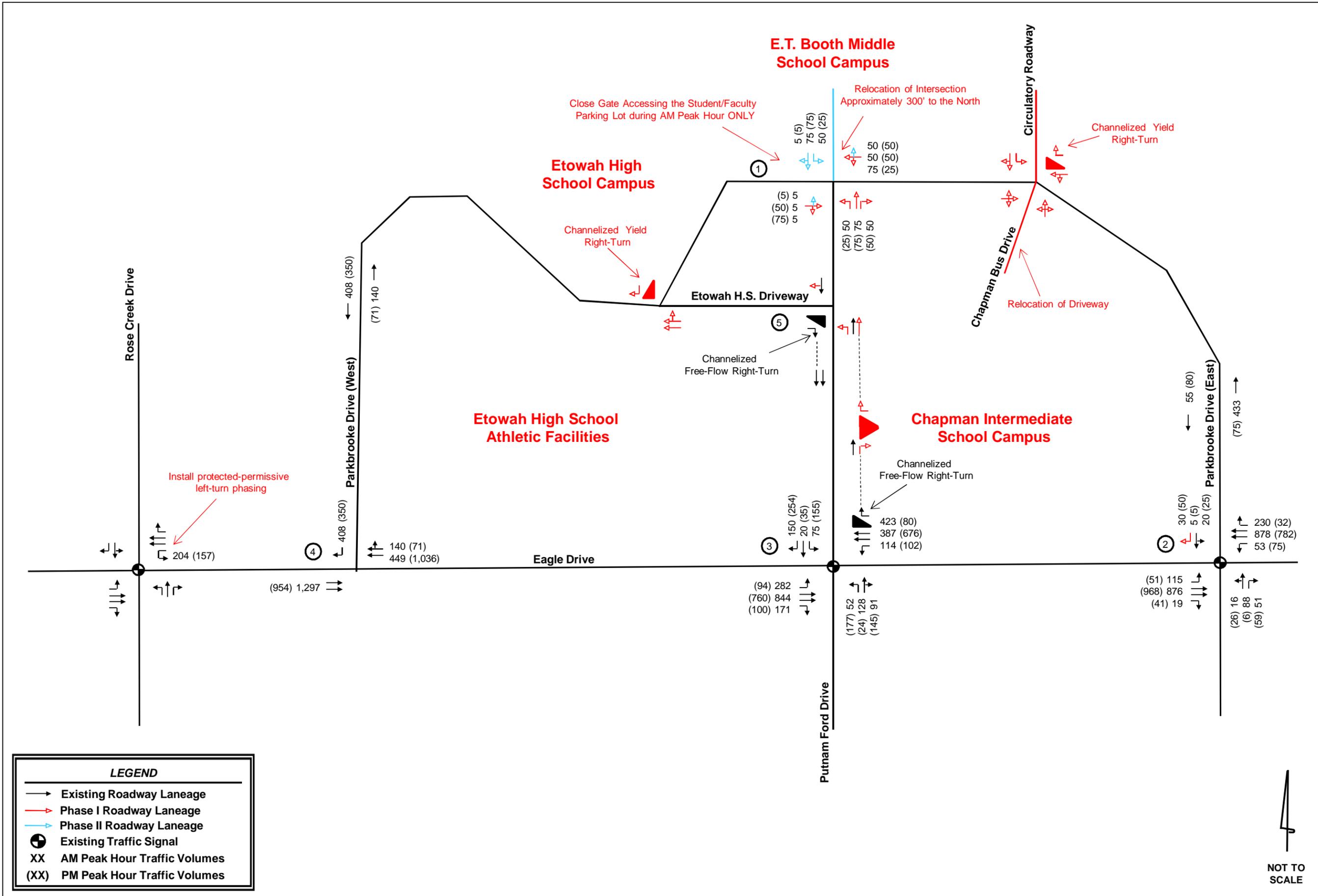


**Figure 9**

**Projected Phase I Peak Hour Traffic Conditions**

**Etowah H.S. / E.T. Booth M.S. Transportation Circulation Analysis**

**Kimley-Horn and Associates, Inc.**



**Figure 10**

**Projected Phase II Peak Hour Traffic Conditions**

**Etowah H.S. / E.T. Booth M.S. Transportation Circulation Analysis**

**Kimley-Horn and Associates, Inc.**

## 5.0 LEVEL-OF-SERVICE ANALYSIS

Level-of-Service (LOS) is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorists' perceptions within a traffic stream. The *2010 Highway Capacity Manual* (HCM) defines six Levels-of-Service, LOS A through LOS F, with A being the best and F the worst. Intersection analyses were performed using *Synchro Professional, Version 8.0* (signalization optimization and analysis program).

LOS at intersections can be defined as a function of the average overall wait time for a vehicle to pass through the intersection. This way, LOS can be quantitatively measured at any intersection. Shown below are the LOS criteria as defined by the *HCM*.

Signalized Intersections	Unsignalized Intersections
A $\leq 10$ sec	A $\leq 10$ sec
B 10-20 sec	B 10-15 sec
C 20-35 sec	C 15-25 sec
D 35-55 sec	D 25-35 sec
E 55-80 sec	E 35-50 sec
F $\geq 80$ sec	F $\geq 50$ sec

LOS for signalized intersections is reported for individual movements as well as for the intersection as a whole. One or more movements at an intersection may experience a low LOS, while the intersection as a whole may operate acceptably. An overall signalized intersection LOS of D or better is generally the desirable threshold for operating conditions.

LOS for unsignalized intersections, with stop control on the minor street only, is reported for the side street approaches. Low and failing Levels-of-Service for side street approaches are not uncommon, as vehicles may experience significant delay in turning onto a major roadway.

Capacity analyses were performed on the 2012 Existing, Projected Phase I, and Projected Phase II scenarios for each of the study intersections. Detailed capacity analyses at each intersection for each scenario can be found in **Appendix C**.

### 5.1 2012 Existing Level-of-Service

**Table 1** summarizes the LOS and delay (seconds per vehicle) for the AM and PM peak hours for the studied intersections for the 2012 Existing scenario. The results show that all studied intersections currently operate at acceptable Levels-of-Service in both the AM and PM peak hours except for the Putnam Ford Drive & Eagle Drive intersection during the PM peak hour. This is due to the large volume of through and left-turning traffic in both the eastbound and westbound directions along Eagle Drive.

<b>Table 1</b> <b>2012 Existing Intersection Levels-of-Service</b> <b>(delay in seconds)</b>					
Intersection		Control	LOS Std.	AM Peak Hour	PM Peak Hour
1	Parkbrooke Drive & Putnam Ford Drive	NB Stop SB Stop WB Stop	D	C (18.3) C (24.4) D (32.6)	A (8.6) A (9.2) A (9.5)
2	Parkbrooke Drive (East) & Eagle Drive	Signal	D	C (24.7)	C (26.9)
3	Putnam Ford Drive & Eagle Drive	Signal	D	D (36.9)	E (62.2)
4	Parkbrooke Drive (West) & Eagle Drive	SB Stop	D	B (11.4)	C (17.4)

## 5.2 Projected Phase I Level-of-Service

**Table 2** summarizes the LOS and delay (seconds per vehicle) for the AM and PM peak hours for the studied intersections for the Projected Phase I scenario. In order to mitigate the unacceptable Level-of-Service during the AM peak hour at the intersection of Parkbrooke Drive & Putnam Ford Drive, it is recommended to close the gate accessing the Student/Faculty Parking lot during the AM peak hour only. This will force users of this parking facility to access the lot via the new circulatory roadway that goes around E.T. Booth Middle School, thus alleviating a significant amount of congestion at this intersection. Due to the heavy volume of car rider traffic leaving the Etowah High School car rider drop-off zone, the southbound stop-controlled approach at the intersection of Parkbrooke Drive (West) & Eagle Drive with have an LOS E during the PM peak hour. It should be noted that it is not uncommon to have long delays at stop-controlled approaches at an unsignalized intersection.

<b>Table 2</b> <b>Projected Phase I Intersection Levels-of-Service</b> <b>(delay in seconds)</b>					
Intersection		Control	LOS Std.	AM Peak Hour	PM Peak Hour
1	Parkbrooke Drive & Putnam Ford Drive	NB Stop EB Stop WB Stop	D	A (7.5) A (7.5) A (9.5)	A (7.4) A (8.0) A (8.6)
2	Parkbrooke Drive (East) & Eagle Drive	Signal	D	C (28.6)	C (23.1)
3	Putnam Ford Drive & Eagle Drive	Signal	D	C (31.6)	D (37.4)
4	Parkbrooke Drive (West) & Eagle Drive	SB Stop	D	C (19.0)	E (44.5)*

Note \*: At an unsignalized intersection, it is not uncommon to experience long delays at stop-controlled approaches.

### 5.3 Projected Phase II Level-of-Service

**Table 3** summarizes the LOS and delay (seconds per vehicle) for the AM and PM peak hours for the studied intersections for the Projected Phase II scenario. Due to the relocation of E.T. Booth Middle School's main entrance to the intersection of Parkbrooke Drive & Putnam Ford Drive, the westbound and eastbound stop-controlled approaches will experience slightly longer delays than experienced in Phase I, but the intersection is still expected to operate at an acceptable Level-of-Service. Due to the heavy volume of car rider traffic leaving the Etowah High School car rider drop-off zone, the southbound stop-controlled approach at the intersection of Parkbrooke Drive (West) & Eagle Drive will have an LOS E during the PM peak hour. It should be noted that it is not uncommon to have long delays at stop-controlled approaches at an unsignalized intersection.

<b>Table 3</b> <b>Projected Phase II Intersection Levels-of-Service</b> <b>(delay in seconds)</b>					
Intersection		Control	LOS Std.	AM Peak Hour	PM Peak Hour
1	Parkbrooke Drive & Putnam Ford Drive	EB Stop WB Stop NBL Yield SBL Yield	D	C (16.3) D (34.6) A (7.7) A (7.7)	B (13.7) C (17.8) A (7.8) A (7.6)
2	Parkbrooke Drive (East) & Eagle Drive	Signal	D	B (18.4)	B (16.4)
3	Putnam Ford Drive & Eagle Drive	Signal	D	C (30.7)	D (38.2)
4	Parkbrooke Drive (West) & Eagle Drive	SB Stop	D	C (19.9)	E (45.8)*

Note \*: At an unsignalized intersection, it is not uncommon to experience long delays at stop-controlled approaches.

## 6.0 CONCLUSION

A traffic circulation analysis for both the AM and PM peak hour traffic conditions for the proposed Etowah High School / E.T. Booth Middle School Campus project was performed. The proposed Etowah High School / E.T. Booth Middle School Campus project will be broken into two phases and includes the construction of a new middle school to the north of the existing middle school and athletic fields in the location of the existing middle school. In addition, the 6<sup>th</sup> graders of Chapman Intermediate School will be relocated to the new middle school, the 5<sup>th</sup> graders will be relocated off campus to another elementary school, and the high school will utilize the existing Chapman Intermediate campus as an overflow facility.

Traffic circulation analyses were performed throughout the campus network for both Phase I and Phase II of the project in order to enhance onsite traffic circulation and to identify operational and roadway improvements that may be installed in order to reduce traffic congestion throughout the site. Recommendations for the proposed Etowah High School / E.T. Booth Middle School Campus project have been summarized in Section 8.1.

### 6.1 Recommendations

The following is a summary of the recommended operational and roadway improvements for the proposed Etowah High School / E.T. Booth Middle School Campus project in order to decrease campus congestion and improve traffic circulation throughout the entire site:

#### ***PHASE I Recommended Improvements:***

1. Relocation of the Etowah High School car rider drop-off/pick-up zone to be at the former bus loading zone located along Parkbrooke Drive between the Etowah High School football facilities (to the south) and the high school main campus (to the north).
2. Construction of a new concrete sidewalk with a covered canopy providing direct connectivity from the existing Etowah High School campus to the former Chapman Intermediate School campus.
3. Install pedestrian crossings (speed tables) and chain link fences along the pedestrian facilities in order to direct pedestrian traffic and to minimize pedestrian-vehicle conflicts.
4. Demolition of Parkbrooke Drive in the vicinity of Utility Hill from Putnam Ford Drive to the existing Chapman Bus Drive in order to remove the issues of limited sight distance.

5. Relocation of the existing Parkbrooke Drive & Putnam Ford Drive intersection approximately 300' to the north to create a T- intersection with three-way stop control. The northbound approach will consist of an exclusive left-turn lane, a dedicated through lane, and an exclusive right-turn lane. The westbound and eastbound directions will each consist of a shared through/right-turn/left-turn lane.
6. At the intersection of Parkbrooke Drive (East) & Eagle Drive, install an additional southbound lane in order to provide an exclusive southbound right-turn lane and a shared through/left-turn lane.
7. Allow for two-way directional flow along the Etowah H.S. Driveway between the senior and junior parking lots from the intersection with the junior parking lot to Putnam Ford Drive to the east. This will allow for easy ingress/egress access to the junior parking lot. Traffic should become one-directional flow in the westbound direction along this roadway from the entrance to the junior parking lot to the new car rider drop-off/pick-up zone. This will minimize left-turning conflicts for cars trying to enter the junior parking lot. The driveway providing access to the senior parking lot along Etowah H.S. Driveway should be right-in/right-out only. This will also minimize left-turning conflicts with car rider drop-off/pick-up traffic.
8. Reconstruct the Chapman Intermediate School driveway to be a right-in/right-out driveway by installing a raised "pork-chop" island. Construct a free-flowing (yield to pedestrians) westbound right-turn lane from this driveway along northbound Putnam Ford Drive to the new intersection of Putnam Ford Drive and Parkbrooke Drive. This will alleviate the current issue of left-turning traffic from Chapman Intermediate School onto Putnam Ford Drive.
9. Construct a new circulatory roadway that provides access from Parkbrooke Drive around the new E.T. Booth Middle School campus to the middle school faculty and bus parking and to the back entrance for the faculty/student parking lot serving Etowah High School. This circulatory roadway will be the only access point to the middle school car rider drop-off/pick-up zone during Phase I.
10. Construct an additional four-legged intersection along Parkbrooke Drive to the east of the Putnam Ford Drive & Parkbrooke Drive intersection. The intersection will provide a direct connection from the Chapman Bus Drive to the new circulatory roadway, thus minimizing the number of turns for bus traffic. The intersection should be two-way stop control in order to minimize driver speeds around the expected heavy bus traffic. The eastbound/westbound approaches along Parkbrooke Drive will be free-flowing; the northbound/southbound

- approaches will be stop-controlled. The southbound approach will consist of a shared through/right-turn lane and an exclusive left-turn lane. The westbound approach will consist of a shared through/left-turn lane and an exclusive channelized right-turn lane with yield control. The northbound and eastbound directions will each consist of a shared through/right-turn/left-turn lane.
11. Due to the right-in/right-out access control at the intersection of Parkbrooke Drive (West) & Eagle Drive, it is expected that a portion of car rider traffic will make a U-turn at the Eagle Drive/Rose Creek Drive intersection in order to travel back in the eastbound direction. Therefore, protected-permissive phasing is recommended for the westbound approach along Eagle Drive at the signalized intersection of Rose Creek Drive & Eagle Drive.
  12. Close the gate accessing the Student/Faculty Parking Lot during the AM peak hour only in order to reduce the amount of traffic congestion at the intersection of Parkbrooke Drive & Putnam Ford Drive.

***PHASE II Recommend Improvements*** (Note: These improvements are in addition to the Phase I improvements mentioned above):

13. Construct a southbound approach at the existing Parkbrooke Drive & Putnam Ford Drive intersection to make it a four-legged intersection. The southbound approach will consist of one exclusive left-turn lane and one shared through/right-turn lane.
14. Relocate the main entrance for the new middle school car rider drop-off/pick-up zone to be along the Putnam Ford Drive extension. Access for the car rider drop-off/pick-up zone along the new circulatory road will be gated off.
15. At the intersection of Parkbrooke Drive & Chapman Bus Drive/new circulatory road, increase the southbound left-turn lane length in order to accommodate the expected traffic volumes exiting the site along the circulatory road.





### Cherokee County, Georgia Agenda Request

SUBJECT: VoIP Proposal for Recreation Center @ South Annex

MEETING DATE: 7/16/13

SUBMITTED BY: Bryan Reynolds, CRPA Director

**COMMISSION ACTION REQUESTED:**

Consideration of a Proposal to Provide Voice over IP Telephone Service at the Recreation Center at the South Annex

**FACTS AND ISSUES:**

The attached proposal from JIVE Communications, as recommended by county IT staff, would provide VoIP service for the CRPA offices at the South Annex Recreation Center.

We will port the main CRPA number so residents will still call the same number to reach CRPA and see no change in service. The cost for monthly service is considerably less than current monthly telephone bills. The attached comparison shows the annual anticipated savings over standard business telephone service. The initial costs to purchase the VoIP-capable handsets would be paid back by the monthly savings within the first 9 months. After which, we would continue to see the same savings on a monthly basis. It has the added benefit of replacing a 20 year old phone system.

This same company is currently providing VoIP service at the aquatic center and we are pleased with that service to date. Their E-Verify and SAVE documentation are on file with Procurement.

**BUDGET:**

Budgeted Amount: \$22,000	Account Name: CRPA Admin - Communications
Amount Encumbered: \$17,772	Account #: 26110000-523200
Amount Spent to Date: SAME	
Amount Requested: \$2,680	
Remaining Budget: \$4,228	

Budget Adjustment Necessary: Yes  No  Note: If yes, please attach budget amendment form.  
Contract: Yes  No  Ordinance/Resolution: Yes  No   
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

**ADMINISTRATIVE RECOMMENDATION:**

Approval of a Proposal to Provide Voice over IP Telephone Service at the Recreation Center at the South Annex

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: Bryan Reynolds

COUNTY MANAGER: [Signature]

### Comparison of VoIP & Standard Business Telephone Service @ South Annex Recreation Center

Service	Monthly Charges	Annual Total
AT&T	\$550 <sup>1</sup>	\$6,600
JIVE VoIP	\$335 <sup>2</sup>	\$4,020
Savings	\$215	\$2,580

<sup>1</sup> This is an average for the past 12 months. The monthly charges vary slightly depending on long distance calls, etc.

<sup>2</sup> The VoIP service includes all local and long distance calls as well as voice mail for all users.

The buildings at the South Annex are part of the county's network and the infrastructure is in place at the Recreation Center to support the VoIP system. The only equipment investment needed is the purchase of VoIP capable telephones.

Initial Costs to set up the VoIP service include \$1,726 for VoIP-capable desk sets and a \$210 one-time setup fee for a total of \$1,936. With \$215 savings per month, we will pay back the initial costs in 9 months. Afterwards, we expect to save approximately \$2,500 per year for telephone service.



# Cherokee County Parks and Recreation

Sales Proposal

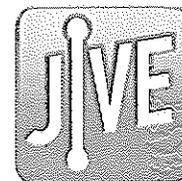
*Hosted VoIP  
Broadband Internet*

Jason Coggins  
Sr Account Manager  
Education & Public Sector  
405-253-3441  
jcoggins@getjive.com

Jive Communications, Inc.  
<http://www.getjive.com>

# Sales Quote

Jive offers institutions the most competitive hosted services in the industry. All our voice features come standard with every plan.



COMMUNICATIONS

**Jive Communications, Inc.**

Attn: New Accounts  
3214 N. University Ave #610  
Provo, UT 84606

**Quote Date:** 2013-07-01

**Valid Until:** 2013-07-31

**Prepared By:** Jason Coggins

**Customer:**

Cherokee County Parks and Recreation  
7545 Main St # 200  
Woodstock, GA 30188

## Jive VoIP 2013

One-time Charges	Qty	Unit Price	Subtotal
Interconnected VoIP - One-Time Charge	1	210.00	210.00
<b>Subtotal</b>			<b>210.00</b>

Monthly Charges	Qty	Unit Price	Subtotal
Interconnected VoIP - Monthly Charge - Per User	14	23.95	335.30
<b>Subtotal</b>			<b>335.30</b>

**Notes:**

Jive Hosted VoIP provides:

All Local & Long Distance - INCLUDED

Unlimited Voicemail & IVR - INCLUDED

Maintenance, Support, Upgrades - INCLUDED

Award Winning Management Tools - INCLUDED

10 User Audio Conference Bridge - INCLUDED

**Terms and Conditions:**

One-Time Charges include: engineering and provisioning prior to shipping

Up-front charges

**\$210.00**

Monthly charges\*

**\$335.30**

\*Additional fees may apply depending on usage

## What to Expect

From the time Jive receives initial payment and signed agreements, the following timeline will be in effect:

### Equipment

You will be contacted within 48 business hours for information necessary to configure phones. If information is obtained during that time, equipment will be shipped and arrive within 10 business days. If expedited shipping is requested, you will be charged additional shipping charges and the shipping timeline will be accelerated.

### Phone Numbers (new)

New phone numbers are typically available 3-5 business days after they have been requested, but can take 10-12 business days in some instances. If expedited number acquisition is requested (not available in all areas), you will be charged \$50 per number. Expedited numbers are usually available within 2-3 business days.

### Phone Numbers (existing/port)

Porting existing numbers takes 5-20 business days, depending on area and existing telephone provider. Incorrect/incomplete information may cause the order to be rejected by the existing telephone provider. If a port request is rejected, the request will be resubmitted and the porting timeline will start over. If expedited number porting is requested (not available in all areas), you will be charged \$50 per number. Expedited numbers are usually ported within 5-10 business days.

### Dial Plan and System Setup

You will be contacted within 5 business days to begin the process of setting up your dial plan, call routing, etc. If Jive receives the necessary information within this time frame, all configuration will be done within 10 business days.

### Support

Feel free to contact Jive Support staff at any point in the process by calling 877-JIVE-003 (877-548-3003).

### Billing

Charges will begin to accrue as soon as the 25 non-billed, trial phone calls are completed, or as soon as phone number on your account is ported, whichever occurs sooner.

## Terms and Conditions

By signing below, Customer personally certifies that he or she is an Authorized Agent of the Company, and has read and agrees to be bound by the entirety of Jive's Terms and Conditions, located at

<http://www.getjive.com/legal>

including details regarding Jive's hardware, E911, and 45-day guarantee policies. Customer agrees to pay for the items in the quote identified as "up-front charges" upon signing this contract. Customer agrees that any prior verbal or written communication regarding services and/or pricing from Jive Communications is superseded by Jive's Terms and Conditions and this quote. Customer understands that the amount identified as "monthly charges" is the base amount that will be charged each month. Additional monthly usage fees may apply, including but not limited to international calling charges and local, state, and federal taxes. Future changes to nature or quantity of services on the account may cause changes in monthly charges.

Company Name:

Customer/Authorized Agent Name:

Title:

Signature:

Date:





### Cherokee County, Georgia Agenda Request

**SUBJECT:** PSA Award – Ground Ladder/Pump Testing

**MEETING DATE:** 7/16/2013

**SUBMITTED BY:** Chief Prather, Cherokee Fire & Emergency Services

**COMMISSION ACTION REQUESTED:**

Award Professional Services Agreement# 2013-48 to lowest responsive, responsible proposer Fire Fox EVS, LLC., in the amount of \$7,730 per year.

**FACTS AND ISSUES:**

Cherokee Fire & Emergency Services desires to contract with one company to provide the required annual testing of the Ground Ladders and Pump Service. RFP# 2013-48 was released on May 21, 2013 and advertised for three (3) weeks on the County’s website. Additionally, all three (3) area providers of these services were contacted by the Procurement Department. Two (2) bids were received as follows:

Fire Fox EVS, LLC ..... \$7,730 per year

Fire One..... \$18,875 per year

Both proposals were reviewed by Cherokee Fire & ES and the Procurement Department; the Procurement Summary and Bid Tab are attached. Fire Fox is the lowest responsible, responsive proposer and is a Cherokee County based business. This testing is to be done in FY14 (December 2013); the testing for FY13 was done in December 2012. Therefore the Budget information below is the proposed budget FY14.

This contract represents an annual savings of \$3,730. The current cost for these services is \$6,210 for the Ground Ladder Testing and \$5,250 for the Pump Testing for a combined total cost of \$11,460.

The contract being considered for execution is the standard, County Attorney approved latest version of the Professional Services Agreement. The PSA is for a term of one year with an auto-renewal of two one-year terms (total contract term not to exceed three years). The County can terminate the PSA for any reason by providing a written five day notice of termination.

**FY14 BUDGET:**

Budgeted Amount:	\$15,533	Account Name: Fire Fighting – Ladders
Amount Encumbered:	\$0	Account #: 23520000-531619
Amount Spent to Date:	\$0	
Amount Requested:	\$7,730	
Remaining Budget:	\$7,803	

Budget Adjustment Necessary: Yes  No  Note: If yes, please attach budget amendment form.  
Contract: Yes  No  Ordinance/Resolution: Yes  No   
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

**ADMINISTRATIVE RECOMMENDATION:**

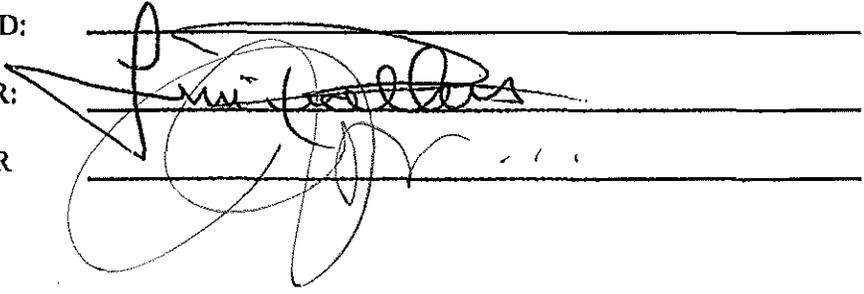
Consider awarding Professional Services Agreement# 2013-48 to lowest responsive, responsible proposer Fire Fox EVS, LLC., in the amount of \$7,730 per year.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

The signature lines are filled with handwritten marks. The top line has a large, stylized signature. The middle line has a signature that appears to be "M. J. ...". The bottom line has a signature that appears to be "J. ...". There are also several large, overlapping scribbles that cover parts of all three lines.

# Procurement Summary

**Date Submitted:** 1-Jul-13  
**Submitted by:** Kristl Thompson  
**PSA Number:** 2013-48  
**Period of Performance:** 1 Yr; two 1-yr renewals  
**Recommended Supplier Name:** Fire Fox EVS, LLC.  
**General Description of Purchase:** Annual Testing of Ground Ladders and Pump Service  
**Source of Funds:** Fire Fund 270 - Operations

## Background

Cherokee Fire and Emergency Services has in the past contracted separately for the annual Ground Ladder and Pump Service Testing. The Agency decided it more convenient to scheduling purposes to combine the testing. An RFP was let on May 21, 2013 and advertised for three (3) weeks on the County's website. Testing companies were contacted by the Procurement Department advising them of the solicitation as well.

## Source Selection

Two (2) bids were received.

### Cherokee County Business Involvement:

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | No CC Business submitted bid/proposal                           |
| <input type="checkbox"/>            | CC Business bid/proposal deemed non-responsive, not-responsible |
| <input type="checkbox"/>            | CC Business Not Within 5% of Low Bid                            |
| <input checked="" type="checkbox"/> | CC Business Is low bidder/recommended award                     |

## Fair and Reasonable Price Determination

Lowest bid recommended

## Special Considerations

Contract is for one year with option for two (2) one-year renewals.

## Recommendation

Procurement Department recommends awarding PSA to Fire Fox EVS LLC.

**CHEROKEE COUNTY BOARD OF COMMISSIONERS  
PROCUREMENT & RISK MANAGEMENT DEPARTMENT**

RFB/RFP No.: **2013-48**  
 RFB/RFP NAME: **Ladder & Pump Service Annual Testing**  
 OPENING DATE/TIME: **6/13/2013 @ 2:00PM EST**

**Opening/Reading Attendees**

COMPANY, PRINT NAME & SIGNATURE

Cherokee County	Kristi Thompson	<i>Kristi Thompson</i>
Fire Fox EUS	Ken Whitaker	<i>Ken Whitaker</i>
Cherokee County Fire	Janny Daniels	<i>Janny Daniels</i>

**Bids/Proposals Received (no particular order)**

Proposer Name	Fire One Drexel Hill PA	Fire Fox Woodstock	
Appendix A - Proposal Form	yes	yes	
\$ Annual (Ladder/Pump)	\$18,875 <sup>00</sup>	\$7,730	
\$/Ladder Inspection (151+)	\$50 <sup>00</sup>	\$24 <sup>00</sup>	
\$/Pump Inspection (36+)	\$325 <sup>00</sup>	\$118 <sup>00</sup>	
Appendix B - Non-collusion Affidavit	yes	yes	
Appendix D - Prof Svcs Agrmnt Cert	yes	yes	
Appendix E - References	yes	yes	
Certifications/Credentials	yes	yes	
Ladder Inspection Report - Sample	yes	yes	
Pump Inspection Report - Sample	yes	yes	

*KHT*

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 subdivison of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Fire Fox EVS, LLC, ("Consultant"), collectively referred to as the "Parties."

**WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as Ladder and Pump Service Annual Testing for Cherokee County Fire and Emergency Services; 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**

Ladder and Pump Service Annual Testing for Cherokee County Fire and Emergency Services

**B. The Work**

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

GROUND LADDER TESTING:

- 1) There are approximately 150 ground ladders to be inspected/tested.
- 2) Services to include:
  - a) Removal of ladders from apparatus to testing area; and
  - b) Cleaning of ladders; and
  - c) Inspecting in accordance with manufacturer's instructions and applicable NFPA standards; and
  - d) Service strength testing in accordance with manufacturer's instructions and applicable NFPA standards; and
  - e) At no additional charge, installation of new heat sensor and safety labels (as needed); and
  - f) At no additional charge, provide and replace Halyard (as needed); and
  - g) At no additional charge, replace unserviceable rungs (as needed), provided this is only issue causing "failure".

PUMP SERVICE TESTING:

- 1) There are approximately 35 pumps to be inspected/tested.
- 2) Services to include:
  - a) Engine Speed Test; and
  - b) Pump Shift Indicator Test; and
  - c) Pump Engine Control Interlock;
  - d) Priming Device Test; and
  - e) Vacuum Test; and
  - f) Pumping Test; and
  - g) Overload Test; and
  - h) Pressure Control Test; and
  - i) Intake Relief Valve System Test; and
  - j) Pressure Gauge Accuracy Test; and
  - k) Flow Meter Accuracy Test; and
  - l) Tank to Pump Flow Test

REPORTS:

- A separate report for the Ground Ladder and Pump Service are required
- Hard copies and electronic copies (format to be Excel 97 Version or later) are to be submitted to County's representative upon testing completion
- Reports to include items as outlined in RFP

**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 annually as per schedule agreed upon by County and Consultant. 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,  unless this box is checked, in which case the Agreement

shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [ unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term] 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 the prices outlined below:

<u>Service</u>	<u>Cost</u>	<u># of Tests</u>
Ground Ladder & Pump	\$7,730.00	150 Ladders 35 Pumps
Ground Ladder	\$24.00/each	151 <sup>st</sup> ladder and above
Pump Service	\$118.00/each	36 <sup>th</sup> pump and above

C. There are no reimbursable costs covered by this Agreement.

#### 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**

Ken Whitaker 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.

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. The entity name as an additional insured shall be "Cherokee County, acting by and through its Board of Commissioners".

**J. Employment of Unauthorized Aliens Prohibited - E-Verify Affidavit**

It is the policy of the 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:

(1)  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 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; **OR**

(2)  The Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

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 or provided County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, 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.

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, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, 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. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall 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 agrees that the employee-number category designated below is applicable to the Consultant [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91]:

- 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 and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, 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.

**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 "C" 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 "C", 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.

This Section not used.

**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 equipment and apparatus, in order for Consultant to complete the Work.

### B. County's Representative

Danny Daniels, or his designee, 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 Danny Daniels for the County and Ken Whitaker 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:

Fire Fox EVS, LLC  
5050 Southland Drive  
Woodstock, GA 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]

**CONSULTANT:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[CORPORATE SEAL]

**SIGNED, SEALED, AND DELIVERED**  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

**My Commission Expires:**  
\_\_\_\_\_

**CHEROKEE COUNTY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[COUNTY SEAL]

**SIGNED, SEALED, AND DELIVERED**  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

**My Commission Expires:**  
\_\_\_\_\_

**EXHIBIT "A"**

**STATE OF GEORGIA, COUNTY OF CHEROKEE**  
**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period and 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 (number is 4 to 6 digits, no letters)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Fire Fox EVS, LLC  
Name of Contractor

\_\_\_\_\_  
PSA 2013-48: Annual Testing  
Name of Project

\_\_\_\_\_  
Cherokee County Board of Commissioners  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_  
in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

Subscribed and sworn before me on this  
\_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
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 with Fire Fox EVS, LLC on behalf of Cherokee County has registered with, is authorized to sue 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 agrees that it 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 (number is 4 to 6 digits, no letters)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
PSA 2013-48: Annual Testing  
Name of Project

\_\_\_\_\_  
Cherokee County Board of Commissioners  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires \_\_\_\_\_

**EXHIBIT "C"**

**KEY PERSONNEL**

- List of Key Personnel pursuant to Section IV(O) below.
- No list; Section IV(O) does not apply.

NAME

TITLE

EMAIL

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# Cherokee County, Georgia Agenda Request

SUBJECT: Adopt 2013 County Millage Rates

MEETING DATE: July 16, 2013

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

- Adopt 2013 Millage Rates for General Government, Fire District, and Parks Bond (Debt Service)

FACTS AND ISSUES:

- Decrease General Fund millage rate from 5.825 to the rollback rate of 5.798
- Decrease Fire District millage rate from 3.394 to the rollback rate of 3.373
- Decrease Parks Bond millage rate from 0.780 to the rollback rate of 0.776
- Total County Millage Rate (before schools) decreases from 9.999 to 9.947
- All county millage rates (including the Schools) will be submitted for adoption during a special meeting on July 25, 2013 and an ordinance for all rates will be provided at that time

BUDGET: N/A

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: Yes  No  Ordinance/Resolution: Yes  No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval

REVIEWED BY:

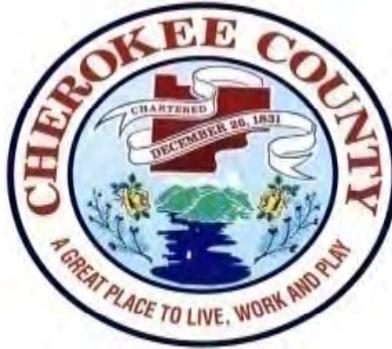
DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_

*Janelle Funk*

*[Signature]*



# Cherokee County Board of Commissioners

2013 MILLAGE RATES  
PROPOSED FOR ADOPTION

Presented By Janelle Funk  
July 16, 2013



# Millage Rate Process

1.  
Determine  
Community  
Needs

2.  
Assess  
Property  
Values

3.  
Determine  
Cost of  
Services

4.  
Consider  
Other  
Revenue  
Sources

5.  
Remaining  
Balance To  
Be Funded  
by Property  
Taxes

6.  
Calculate  
Millage  
Rate



# BOC Selected Option to “Live Within” Rollback Millage Rate

## General Fund:

## Fire Fund:

## Parks Bond Debt Service:

- Accept Department Budgets
- Begin Building Reserves for the UnCS Fund
- Postpone Building General Fund Reserves
- COLA for Employees

- Accept Department Budget
- Small Building of Reserves to Plan for ISRP Replacements
- COLA for Employees

- Delay Building of Two Major Projects Until 2015
- Do Not Issue Bonds in FY2014

• Reduces millage rate from current millage rate 5.825 to 5.798

• Reduces millage rate from current millage rate 3.394 to 3.373

• Reduces millage rate from current millage rate 0.780 to 0.776



# Millage Rates

Fund	Current Millage Rate	Proposed 2013 Millage Rate (Full Rollback Rate)	Decrease
General M&O	5.825	5.798	-0.027
Fire District	3.394	3.373	-0.021
Parks Bond Debt Service	<u>0.780</u>	<u>0.776</u>	<u>-0.004</u>
<b>Total</b>	<b><u>9.999</u></b>	<b><u>9.947</u></b>	<b><u>-0.052</u></b>



# Cherokee County, Georgia Agenda Request

**SUBJECT:** Towne Lake Parkway and Rose Creek Drive  
Resurfacing Project

**MEETING DATE:** July 16, 2013

**SUBMITTED BY:** Geoffrey E. Morton, Public Works Agency Director

**COMMISSION ACTION REQUESTED:**

Consider approval of contract with CW Matthews Contracting Company, Inc., for construction of the Towne Lake Parkway and Rose Creek Drive Resurfacing Project in the amount of \$1,901,794.60.

**FACTS AND ISSUES:**

This project includes patching, leveling and resurfacing of Towne Lake Parkway from Eagle Drive to Bells Ferry Road (3.25 miles) and Rose Creek Drive from Eagle Drive to Towne Lake Parkway (1.10 miles).

Three (3) bids were received for this project; the lowest responsible base bid was received from CW Matthews Contracting Company in the amount of \$1,757,248.26.

It is also recommended that the Alternate 1 bid, which includes the addition of right-turn lanes at the entrances to the Fairways subdivision, Rose Creek subdivision and The Arbors subdivision be awarded to CW Matthews Contracting Company in the total amount bid of \$144,546.34, for a total contact price of \$1,901,784.60.

In addition to the resurfacing of Towne Lake Parkway and Rose Creek Drive, all handicapped access ramps and pedestrian crosswalks along both roadways will be updated to current ADA standards under this project.

**BUDGET:**

Budgeted Amount:	\$4,000,000.00	Account Name:	Towne Lake Parkway
Amount Encumbered:	\$ 0.00	Account #:	63069 - SPLOST
Amount Spent to Date:	\$ 0.00		
Amount Requested:	\$1,901,794.60		
Remaining Budget:	\$2,098,205.40		

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

Contract: Yes  No  Ordinance/Resolution: Yes  No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

**ADMINISTRATIVE RECOMMENDATION:**

Approval of contract with CW Matthews Contracting Company, Inc., for construction of the Towne Lake Parkway and Rose Creek Drive Resurfacing Project in the amount of \$1,901,794.60

**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

## CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2013-47  
 RFB/RFP NAME: Towne Lake Pkwy Resurfacing  
 OPENING DATE/TIME: 6/19/13 @ 10:30AM EST

**Opening/Reading Attendance**

COMPANY	PRINT NAME	Signature
Cherokee Procurement	Kristi Thompson	
C.W. Matthews Contracting Co	Kimmiey Hackett	

**Bids/Proposals Received (no particular order)**

NAME	CITY/STATE	Bid Proposal	Bid Bond/Ck	Item Pricing	Non-Coll Aff	Base Bid <sup>5</sup>	At/1 Bid	Total Bid <sup>3</sup>
Stewart Brothers <sup>2</sup>	Doraville, GA	X	X	X	X	2,259,791.35	106,855.40	2,366,646.75
C.W. Matthews Contracting Co	Marietta, GA	X	X	X	X	1,757,548.26	144,546.34	1,902,094.60
Baldwin Paving Co <sup>1</sup>	Marietta, GA	X	X	X	X	1,778,350.71	93,732.78	1,872,083.49

- 1 Baldwin Paving did not sign each of the 3 bid schedule pages
- 2 Stewart Brothers did not provide line item totals; only unit pricing.
- 3 Pricing does not equal Item Pricing Sheet amounts; amounts on "Bid Tab" page came from bidders tabulations based on Total Quantity column from Bid Schedule included in Bid Documents. However, Bid Schedule contained error on the two Loop Detector line items: 6x40 Presence Total Quantity should be 20 not 21 and 6x6 Pulse Total Quantity should be 22 not 21

CHEROKEE COUNTY BOARD OF COMMISSIONERS  
RFB 2013-47: TOWNE LAKE PARKWAY RESURFACING  
SCHEDULE OF ITEM PRICING / BID ITEMS

Total Qty on Bid Schedule sheet included with Bid Documents was "21" for each; should be 20 and 22.

**BASE BID**

ITEM NO	DESCRIPTION	UNIT	TOWNE	ROSE	TOTAL	Stewart Bros		CW Mathews		Baldwin Paving		
			LAKE PKWY	CREEK DR		PKWY	QTY	UNIT	TOTAL	UNIT	TOTAL	UNIT
150-1010	TRAFFIC CONTROL	LS	0.75	0.25	1		201,500.00	201,500.00	98,946.08	98,946.08	59,730.30	59,730.30
402-1802	ASPHALT PATCHING, INCL BITUM MATL & H LIME (6")	TN	4356	800	5156		105.40	543,442.40	79.36	409,180.16	87.57	451,510.92
402-1812	RECYCLED ASPHALT CONC LEVELING, INCL BITUM MATL & H LIME RECYCLED ASPHALT CONC 9.5MM SUPERPAVE, GP 2 ONLY, INCL	TN	1540	0	1540		75.60	116,424.00	78.60	121,044.00	86.29	132,886.60
402-3103	BITUM MATL & H LIME	TN	8742	1914	10656		75.60	805,593.60	68.99	735,157.44	72.05	767,764.80
413-1000	BITUM TACK COAT	GL	12800	2200	15000		2.95	44,250.00	2.50	37,500.00	2.75	41,250.00
432-5010	MILL APSHALT CONC PVMT, VARIABLE DEPTH	SY	20000	25781	45781		4.75	217,459.75	1.12	51,274.72	1.95	89,272.95
441-****	WHEELCHAIR RAMPS, ALL TYPES	EA	64	22	86		1,315.00	113,090.00	1,408.27	121,111.22	570.37	49,051.82
441-0104	CONC SIDEWALK, 4 INCH (ENGINEER DIRECTED)	SY	400	50	450		25.75	11,587.50	29.06	13,077.00	31.16	14,022.00
441-6222	CONC CURB & GUTTER, 8 INCH X 30 INCH TP 2 (ENG DIRECTED)	LF	200	100	300		17.00	5,100.00	27.27	8,181.00	18.84	5,652.00
441-6740	CONC CURB & GUTTER, 8 INCH X 30 INCH TP 7 (ENG DIRECTED)	LF	200	0	200		17.00	3,400.00	29.24	5,848.00	18.84	3,768.00
500-9999	CLASS A CONC, BASE OR PAVEMENT WIDENING (12 IN DEPTH)	CY	30	0	30		290.00	8,700.00	178.46	5,353.80	172.28	5,168.40
611-3000*	RECONST CATCH BASIN, GP 1 OR GP 2	EA	1	0	1		2,625.00	2,625.00	1,406.00	1,406.00	1,458.59	1,458.59
611-4001	RECONST MINOR DRAINAGE STRUCTURE	EA	12	0	12		1,575.00	18,900.00	979.00	11,748.00	1,602.34	19,228.08
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	9	13	22		815.00	17,930.00	510.00	11,220.00	165.00	3,630.00
647-6090	LOOP DETECTOR, 6'X40' PRESENCE	EA	20	0	20		850.00	17,000.00	620.00	12,400.00	525.00	10,500.00
647-6090	LOOP DETECTOR, 6'X6' PULSE	EA	20	2	22		525.00	11,550.00	320.00	7,040.00	840.00	18,480.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW TP 2	EA	97	34	131		63.00	8,253.00	60.00	7,860.00	63.00	8,253.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW TP 3	EA	6	0	6		78.75	472.50	75.00	450.00	78.75	472.50
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	1	0	1		105.00	105.00	100.00	100.00	105.00	105.00
653-1501	THERMOPLASTIC SOLID TRAFF STRIPE, 5 INCH, WHITE	LF	45500	2865	48365		0.30	14,509.50	0.28	13,542.20	0.29	14,025.85
653-1502	THERMOPLASTIC SOLID TRAFF STRIPE, 5 INCH, YELLOW	LF	36300	11300	47600		0.30	14,280.00	0.28	13,328.00	0.29	13,804.00
653-1704	THERMOPLASTIC SOLID TRAFF STRIPE, 24 INCH, WHITE	LF	609	252	861		6.30	5,424.30	6.00	5,166.00	6.30	5,424.30
653-1804	THERMOPLASTIC SOLID TRAFF STRIPE, 8 INCH, WHITE	LF	9195	4098	13293		2.10	27,915.30	2.00	26,586.00	2.10	27,915.30
653-3501	THERMOPLASTIC SKIP TRAFF STRIPE, 5 INCH, WHITE	GLF	39370	350	39720		0.25	9,930.00	0.20	7,944.00	0.21	8,341.20
653-6004	THERMOPLASTIC STRIPING, WHITE	SY	1202	40	1242		3.15	3,912.30	3.00	3,726.00	3.15	3,912.30
653-6006	THERMOPLASTIC STRIPING, YELLOW	SY	88	0	88		3.15	277.20	3.00	264.00	3.15	277.20
654-	RAISED PAVEMENT MARKERS	EA	700	200	900		3.15	2,835.00	3.00	2,700.00	3.15	2,835.00
1	REMOVE NOSE OF ISLAND, TOWNE LAKE @ ROSE CREEK DR (NORTH SIDE)	EA	1	0	1		5,500.00	5,500.00	4,182.44	4,182.44	3,486.44	3,486.44
2	REMOVE NOSE OF ISLAND, TOWNE LAKE @ ROSE CREEK DR (SOUTH SIDE)	EA	1	0	1		5,500.00	5,500.00	4,182.44	4,182.44	3,486.44	3,486.44
3	REMOVE NOSE OF ISLAND, TOWNE LAKE @ ROSE CREEK DR (WEST SIDE)	EA	1	0	1		5,500.00	5,500.00	4,182.44	4,182.44	2,177.80	2,177.80
4	REMOVE NOSE OF ISLAND, EAGLE WACH DR SOUTH	EA	1	0	1		5,500.00	5,500.00	4,182.44	4,182.44	3,538.94	3,538.94
5	REMOVE NOSE OF ISLAND, TOWNE LAKE PKWY @ EAGLE WATCH DR SOUTH	EA	1	0	1		5,500.00	5,500.00	4,182.44	4,182.44	3,696.44	3,696.44
6	REMOVE NOSE OF ISLAND, TOWNE LAKE HILLS WEST	EA	1	0	1		5,500.00	5,500.00	4,182.44	4,182.44	3,538.94	3,538.94
<b>BASE BID TOTALS</b>							<b>2,259,466.35</b>		<b>1,757,248.26</b>		<b>1,778,665.11</b>	

**ALTERNATE 1**

TURN LANES AT ROSE CREEK LANE, ANDOVER WAY AND ARBORHILL DRIVE

ITEM NO	DESCRIPTION	UNIT	TOWNE	ROSE	TOTAL	BIDDER 1		BIDDER 2		BIDDER 3	
			LAKE PKWY	CREEK DR		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
150-1010	TRAFFIC CONTROL	LS	1	0	1	7,500.00	7,500.00	5,748.57	5,748.57	1,755.52	1,755.52
210-100	GRADING COMPLETE	LS	1	0	1	23,500.00	23,500.00	59,661.42	59,661.42	35,496.31	35,496.31
310-1101	GR AGGR BASE CRS, INCL MATL	TN	600	0	600	45.00	27,000.00	38.11	22,866.00	20.99	12,594.00
402-3103	RECYCLED ASPHALT CONC 9.5MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME (135 LB)	TN	51	0	51	78.60	4,008.60	147.18	7,506.18	71.93	3,668.43
402-3121	RECYCLED ASPHALT CONC 25MM SUPERPAVE, GP 1 OR GP 2, INCL BITUM MATL & H LIME (4 INCH)	TN	202	0	202	77.50	15,655.00	78.50	15,857.00	74.57	15,063.14
402-3190	RECYCLED ASPHALT CONC 19MM SUPERPAVE, GP 1 OR GP 2, INCL BITUM MATL & H LIME (2 INCH)	TN	68	0	68	77.50	5,270.00	104.75	7,123.00	76.20	5,181.60
413-1000	BITUM TACK COAT	GL	115	0	115	2.95	339.25	2.50	287.50	2.63	302.45
441-0104	CONC SIDEWALK 4 INCH	SY	342	0	342	35.00	11,970.00	26.16	8,946.72	23.59	8,067.78
441-6222	CONC CURB & GUTTER, 8 INCH X 30 INCH, TP 2	LF	615	0	615	17.00	10,455.00	25.13	15,454.95	17.00	10,455.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW TP 2	EA	6	0	6	63.00	378.00	60.00	360.00	63.00	378.00
653-1501	THERMOPLASTIC SOLID TRAFF STRIPE, 5 INCH, WHITE	LF	300	0	300	0.30	90.00	0.28	84.00	0.29	87.00
653-1704	THERMOPLASTIC SOLID TRAFF STRIPE, 24 INCH, WHITE	LF	36	0	36	6.30	226.80	6.00	216.00	6.30	226.80
653-1804	THERMOPLASTIC SOLID TRAFF STRIPE, 8 INCH, WHITE	LF	180	0	180	2.10	378.00	2.00	360.00	2.10	378.00
653-3501	THERMOPLASTIC SKIP TRAFF STRIPE, 5 INCH, WHITE	GLF	150	0	150	0.25	37.50	0.20	30.00	0.21	31.50
654-ALL TPS	RAISED PAVEMENT MARKERS	EA	15	0	15	3.15	47.25	3.00	45.00	3.15	47.25
<b>ALTERNATE 1 TOTALS</b>							<b>106,855.40</b>		<b>144,546.34</b>		<b>93,732.78</b>
<b>GRAND TOTAL (BASE BID + ALTERNATE 1)</b>							<b>2,366,321.75</b>		<b>1,901,794.60</b>		<b>1,872,397.89</b>

	STATISTICS		
	BASE	ALT 1	TOTAL
NUMBER OF BIDDERS	3	3	3
HI	2,259,466.35	144,546.34	2,366,321.75
LOW	1,757,248.26	93,732.78	1,872,397.89
AVERAGE	1,931,795.24	115,044.84	2,046,840.08
COST SAVINGS OVER HI	502,218.09	50,813.56	493,923.86
COST SAVINGS OVER AVG	174,546.98	21,312.06	174,442.19
IF TO CW			
COST SAVINGS OVER HI	502,218.09	-	464,527.15
COST SAVINGS OVER AVG	174,546.98	(29,501.50)	145,045.48





Cherokee County, Georgia  
Agenda Request

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**SUBJECT: Barnett, Dwight Terry,  
Sequoyah and Weatherby Parks**

**MEETING DATE: July 16, 2013**

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

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**COMMISSION ACTION REQUESTED:** Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for the work of the project to **Georgia Development Partners, LLC, in the amount of \$1,287,396.77**; for acceptance of the base bid proposal in the amount of \$890,339.31 for the work at Barnett and Dwight Terry Parks, inclusive of all unit prices, AND acceptance of Add alternate No. 1 for the new pavilion at Weatherby Park, in the amount of \$31,231.79, AND Add Alternate No. 2B for the masonry retaining wall at Barnett Park manufactured by Keystone, in the amount of \$88,308.00, AND Add Alternate No. 3A for the sports lighting system at Sequoyah Park manufactured by MUSCO Lighting System, in the amount of \$193,517.67, AND Add Alternate No. 4B for field improvements and sodding at Dwight Terry Park, in the amount of \$84,000.00. **A contingency amount of \$103,400.00** (to be controlled by Cherokee County Capital projects) is also requested, for a total requested amount of **\$1,390,796.77**.

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**FACTS AND ISSUES:** In accordance with procurement requirements of the County, on June 25, 2013, Four (4) construction bid proposals were submitted to the County Procurement Department from interested bidders/contractors attending the mandatory pre-bid conference for the Barnett, Dwight Terry, Sequoyah and Weatherby Parks Renovations & Improvements Project, County RFP #2013-41, issued May 20, 2013. A tabulation of all bids received is attached and included with this Agenda Request. The engineer for this project is Lose & Associates, Inc.

Three Unit Prices were requested for excavation and replacement of unsuitable soils and for replacement of damage roof deck of the existing concession buildings. All unit prices are included in the base bid contract sum amount submitted by the Bidder/Contractor, Georgia Development Partners, LLC. No Allowances were requested or included. Additive Alternates were also requested for selection of the planned new pavilion at Weatherby Park, masonry retaining wall systems at Barnett Park, new sports lighting systems at Sequoyah Park, and ballfield improvements at Dwight Terry Park.

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**BUDGET:**

<b>Budgeted Amount:</b>	<b>\$716,041.64</b>	<b>Account Name: Barnett Park</b>
Amount Encumbered:	\$ 8,137.03	Account #: PR262
Amount Spent to Date:	\$ 53,369.28	
<b>Amount Requested:</b>	<b>\$632,958.37</b>	
Remaining Budget:	\$ 21,576.96	

**BUDGET:**

<b>Budgeted Amount:</b>	<b>\$588,725.32</b>	<b>Account Name: Dwight Terry Park</b>
Amount Encumbered:	\$ 7,472.34	Account #: PR265
Amount Spent to Date:	\$ 47,625.06	
<b>Amount Requested:</b>	<b>\$514,888.94</b>	
Remaining Budget:	\$ 18,738.98	

**BUDGET:**

<b>Budgeted Amount:</b>	<b>\$218,077.67</b>	<b>Account Name: Sequoyah Park</b>
Amount Encumbered:	\$ 1,118.80	Account #: PR255
Amount Spent to Date:	\$ 2,543.68	
<b>Amount Requested:</b>	<b>\$209,117.67</b>	
Remaining Budget:	\$ 5,297.52	

**BUDGET:**

**Budgeted Amount:** \$48,554.26  
**Amount Encumbered:** \$ 2,131.29  
**Amount Spent to Date:** \$ 7,591.18  
**Amount Requested:** \$33,831.79  
**Remaining Budget:** \$ 5,000.00

**Account Name:** Weatherby Park  
**Account #:** PR263

Budget Adjustment Necessary: Yes

**No** Note: If yes, please attach budget amendment form

Contract Approval Required: Yes

**No** Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

**ADMINISTRATIVE RECOMMENDATION:** Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for the work of the project to **Georgia Development Partners, LLC, in the amount of \$1,287,396.77**; for acceptance of the base bid proposal in the amount of \$890,339.31 for the work at Barnett and Dwight Terry Parks, inclusive of all unit prices, AND acceptance of Add alternate No. 1 for the new pavilion at Weatherby Park, in the amount of \$31,231.79, AND Add Alternate No. 2B for the masonry retaining wall at Barnett Park manufactured by Keystone, in the amount of \$88,308.00, AND Add Alternate No. 3A for the spots lighting system at Sequoyah Park manufactured by MUSCO Lighting System, in the amount of \$193,517.67, AND Add Alternate No. 4B for field improvements and sodding at Dwight Terry Park, in the amount of \$84,000.00.

A contingency amount of \$103,400.00 (to be controlled by Cherokee County Capital projects) is also requested, as outlined below:

Barnett Park: \$ 48,800.00,  
 Dwight Terry Park: \$ 36,400.00,  
 Sequoyah Park: \$ 15,600.00, and  
 Weatherby Park: \$ 2,600.00.  
**GRAND TOTAL: \$103,400.00.**

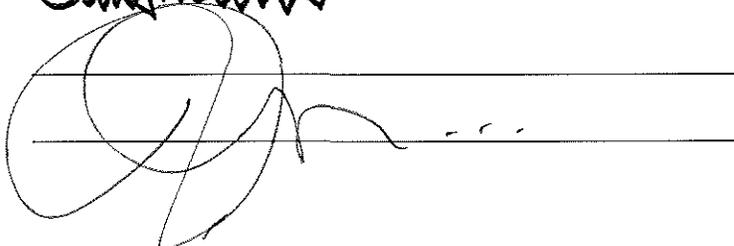
The total requested amount for all construction and contingencies is \$1,390,796.77.

REVIEWED BY:

DEPARTMENT HEAD:



AGENCY DIRECTOR:



COUNTY MANAGER:

**SUBJECT: Barnett, Dwight Terry, Sequoyah and Weatherby Parks**

**MEETING DATE: July 16, 2013**

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

**WORK OF THIS PROJECT** at the existing Cherokee County Barnett, Dwight Terry, Sequoyah and Weatherby Parks includes renovations and other improvements and construction, as generally summarized as described below:

**BASE BID: BARNETT PARK**, located at 10795 Bells Ferry Road, Canton, GA 30114, Renovations and other improvements and construction for grading, retaining wall improvements, erosion control, storm water systems, water utility infrastructure, sewer utility infrastructure, electrical service infrastructure, asphalt parking lot improvements, concrete sidewalks, chain link fencing, selected add alternate for segmental retaining walls, reinforced concrete construction, a pre-engineered steel bridge, grassing and other landscaping, cosmetic renovations to an existing concession building (cleaning and painting, roofing, toilet partitions, carpentry, doors, lighting, and a roll up metal window guard), and a small site built restroom.

**BASE BID: DWIGHT TERRY PARK**, located at 13395 East Cherokee Drive, Ball Ground, GA 30107, Renovations and other improvements and construction for grading, erosion control, storm water systems, overhead netting, minor parking lot improvements to stripe new ADA parking spaces, concrete sidewalks, chain link fencing, field improvements: selected add alternate for sod removal/replacement, grassing and other landscaping, and renovations to an existing concession building (cleaning and painting, roofing, toilet partitions, carpentry, doors, lighting, and a roll up metal window guard).

**SELECTED ADD ALTERNATE: SEQUOYAH PARK LIGHTING**, located at 7000 Vaughn Road, Canton, GA 30115, Renovations and other improvements and construction for a sports lighting system, including minor repairs to existing sidewalks and overhead netting systems. Lighting system to be based upon Add Alternate accepted by Cherokee County.

**aud**

**SELECTED ADD ALTERNATE: WEATHERBY PARK**, located at 100 Worley Road, Canton, GA 30114, Renovations and other improvements and construction for improvements to an existing playground area, including light grading, a new pre-engineered pavilion, concrete sidewalks, and split rail fencing. If Add Alternate is accepted by Cherokee County.

# BID TABULATION FORM

Other forms and attachments to Bid Proposal to be confirmed by Cherokee County in its reviews of all Bid Proposals.

THIS IS AN OPENING AND READING OF BIDS ONLY.

**PROJECT: BARNETT PARK, DWIGHT TERRY PARK, SEQUOYAH PARK LIGHTING, and WEATHERBY PARK**

BID TIME: 2:00 PM

BID DATE: June 25, 2013 REVISED BID TAB PER ADDENDUM NO. 2: JUNE 19, 2013

BIDDER/CONTRACTOR	BID BOND	ADD REC'D	BASE BID AMOUNT	UNIT PRICE NO. 1: INCLUDED IN BASE BID AMOUNT: EXCAVATE UNSUITABLE SOILS: UNIT PRICE/CY & TOTAL SUM	UNIT PRICE NO. 2: INCLUDED IN BASE BID AMOUNT: BACKFILL GRAVEL AT UNSUITABLE SOILS: UNIT PRICE/CY & TOTAL SUM	UNIT PRICE NO. 3: INCLUDED IN BASE BID AMOUNT: ROOF DECK REPAIRS: UNIT PRICE/SF & TOTAL SUM	ADD ALT NO. 1: ENTIRE WORK AT WEATHERBY PARK	ADD ALT NO. 2A: BARNETT ONLY: MODULAR RETAINING WALL: REDI-WALL	ADD ALT NO. 2B: BARNETT ONLY: MODULAR RETAINING WALL: KEYSTONE	ADD ALT NO. 2C: BARNETT ONLY: MODULAR RETAINING WALL: OTHER	ADD ALT NO. 3A: SEQUOYAH PARK ONLY: MUSCO Lighting System	ADD ALT NO. 3B: SEQUAYH PARK ONLY: Hunter Knepshield/Qualite Lighting SYSTEM	ADD ALT NO. 3C: SEQUAYH PARK ONLY: OTHER Lighting System	ADD ALT NO. 4A: TURF PLANING: UNIT PRICE/SF & TOTAL SUM	ADD ALT NO. 4B: SOD OPTION: UNIT PRICE/SF & TOTAL SUM	AT PRE-BID	BID FORM ADD 2	E-VERIFY AFF	SAVE AFF	NON-INFLUENCE AFFIDAVIT	CERT P&P BONDS	CERT CO ORG	CONT LICNS CERT	AUTHD PERMIT AGENT FORM	CERT CONT ACCT	
Y/N	###	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	
Ed Castro Landscape	Y	2.00	1,247,800.00	\$22/CY \$22,000	\$18/CY \$18,000	\$12.50/SF \$7,500	\$ 38,100.00	\$ 150,225.00	\$ 52,805.00		\$ 181,592.00	\$ 158,820.00		\$0.27/SF \$27,000	\$1.50/SF \$150,000	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Archimetric	Y	2.00	985,898.00	\$13.25/CY \$13,250	Note A Below	\$15/SF \$15,000	\$ 42,367.00	\$ 74,400.00	\$ 63,600.00	Anchor Diamond ProSystems \$58,800	\$ 188,694.00	\$ 186,774.00	Hubbell \$175,574	\$1.32/SF \$132,000	\$2.58/SF \$258,000	Y	Y	Y	N	Y	Y	Y	Y	Y	N	Y
Georgia Development Partners	Y	2.00	890,339.31	\$14.50/CY \$14,500	\$33.45/CY \$33,450	\$5.30/SF \$3,180	\$ 31,231.79	\$ 146,176.50	\$ 88,308.00	Trinity \$62,657.43	\$ 193,517.67	\$ 216,056.90		Note B Below	\$0.84/SF \$84,000	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
FS360	Y	2.00	970,045.00	\$35/CY \$35,000	\$20/CY \$20,000	\$10/SF \$6,000	\$ 31,378.00	\$ 113,400.00	\$ 51,678.00		\$ 199,000.00	\$ 199,000.00		\$0.35/SF \$35,000	\$0.60/SF \$60,000	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA																										

**NOTES:**

A. Archimetric - Unit Price #2 - on page 4 price is \$42/ton; on page 12 price is \$47/ton

B. Georgia Development - Alternate 4A - price per SF = \$0.52, but written total = \$58,000





# Cherokee County, Georgia Agenda Request

SUBJECT: Program Year 2013 CDBG Funding

MEETING DATE: July 16, 2013

SUBMITTED BY: Marianne Pieper, CDBG Coordinator

**COMMISSION ACTION REQUESTED:**

Acceptance of U. S. Department of Housing and Urban Development CDBG Funding Approval/Agreement in the amount of \$975,232.

**FACTS AND ISSUES:**

On November 6, 2012, the BOC approved the submittal of the PY 2013 Annual Action Plan in the amount of \$813,777 to the U. S. Department of Housing and Urban Development [HUD]. Because Congress had not yet approved the CDBG funding, the Annual Action Plan anticipated a reduction and was submitted using 90% of the prior year funding. While overall CDBG funding for FFY 2013 was cut by 5%, Cherokee County received an increase of 8% over 2012 levels based on the updated American Community Survey Data.

An amended Annual Action Plan identifying the activities receiving the additional \$161,455 must be submitted to HUD prior to receipt of the funding.

The amended Action Plan proposes:

- Increase Public Services by \$24,400 with each project receiving the same % of Public Service funding that was approved earlier. The increase keeps the Public Services at the maximum allowed by HUD.
- Increase Planning and Administration by \$3,836 to allow for COLA.
- Public Facilities will receive the balance of \$133,219 with each project receiving the same % as approved earlier.

No Match is Required.

**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: Yes  No  Ordinance/Resolution: Yes  No   
 Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

**ADMINISTRATIVE RECOMMENDATION:**

Approval.

**REVIEWED BY:**

DEPARTMENT HEAD: Marianne Pieper

AGENCY DIRECTOR: Jane Dunk

COUNTY MANAGER: [Signature]

# MEMO

Date: July 10, 2013  
To: Jerry Cooper  
Janelle Fund  
From: Marianne Pieper  
Subject: Additional CDBG Funding for 2013

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The County submitted the 2013 Action Plan to HUD, approved by the BOC on 11/6/2012, assuming a decrease of 10% in funding from 2012. While CDBG nationwide received a decrease in funding, Cherokee County will receive an increase of \$161,455 (+8%) over 2012 levels based on the updated American Community Survey data.

HUD requires that the activities be identified when submitting our revised forms for this funding. Attached with this memo are two scenarios for possible options for the increase.

## Scenario #1

- **Public Service** activities are increased by \$24,400. Each project receives the same % that was awarded in Round 1. The increase keeps Public Services at the maximum allowed by HUD.
- **Planning and Administration** increases by \$3,836 to allow for COLA.
- **Public Facilities** will receive the balance of \$133,219. Each project receives the same % that was awarded in Round 1.

This option is the easiest to implement since the CDBG Citizen Participation Plan does not require public input. We could submit to HUD upon BOC approval.

## Scenario #2

- **Public Services** would increase by \$24,400, the maximum allowed by HUD. One application in the amount of \$22,100 for Cherokee Family Violence was not funded for a new Therapeutic Counselor in Round 1. The remaining \$2,300 would be awarded to an existing activity.
- **Planning and Administration** increases by \$3,836 to allow for COLA.

- **Public Facilities** will receive the balance of \$133,219. Two applications were for acquisition of property to expand existing services. CASA received funding of \$86,053 against a request of \$312,599 and Bethesda Community Clinic was not funded for the \$108,750 requested for additional space. These funds could be awarded to either CASA, Bethesda or split between the two.

This option would require Citizen Participation and delay receiving funds until end of August.

A third option would be to fund one of the 2014 applications early. However, this option has the same Citizen Participation concerns above.

After receiving your recommendations, I will either prepare the Agenda Request for BOC approval on 7/16 or begin the Citizen Participation process.

**SCENARIO #1**

<u>Public Facilities</u>	<u>Project</u>	<u>Approved</u>	<u>Proposed Increase</u>	<u>Total</u>
CASA	Acquisition of Property	\$86,053	\$21,541	\$107,594
City of Ball Ground	Water Line Replacement	\$63,750	\$15,960	\$79,710
City of Ball Ground	Installation of Curb and Gutter	\$37,250	\$9,325	\$46,575
City of Canton	Marietta Road Improvements	\$95,000	\$23,793	\$118,793
Cherokee County	Downtown Canton Parking Improvements	<u>\$250,000</u>	<u>\$62,600</u>	<u>\$312,600</u>
Public Facilities Total		\$532,053	\$133,219	\$665,272
		65.4%		68.2%
<b><u>Public Services Total<sup>1</sup></u></b>				
Bethesda Community Clinic	Staff support for Free/Low Cost Clinic	\$20,000	\$4,000	\$24,000
Boys & Girls Club	Transportation Program	\$32,000	\$6,400	\$38,400
Cherokee Family Violence	Transportation Program	\$35,000	\$7,000	\$42,000
Child Advocacy Center	Support for Tri-lingual Staff Position	\$15,000	\$3,000	\$18,000
Goshen Valley Foundation	Staff Support for Mental Health Facility	<u>\$20,000</u>	<u>\$4,000</u>	<u>\$24,000</u>
Public Services Total		\$122,000	\$24,400	\$146,400
		15.0%		15.0%
<b>Planning and Administration<sup>2</sup></b>		\$159,724	\$3,836	\$163,560
		19.6%		16.8%
<b>TOTAL</b>		<u>\$813,777</u>	<u>\$161,455</u>	<u>\$975,232</u>

Notes:

<sup>1</sup> Public Services Projects increased by 20%

<sup>2</sup> Planning Administration increased to cover 3% COLA

<sup>3</sup> Public Facilities received balance at % of initial funding

**SCENARIO #2**

<u>Public Facilities<sup>3</sup></u>	<u>Project</u>	<u>Approved</u>	<u>Proposed</u>	<u>Total</u>
			<u>Increase</u>	
CASA	Acquisition of Property	\$86,053		\$107,600
City of Ball Ground	Water Line Replacement	\$63,750		\$79,700
City of Ball Ground	Installation of Curb and Gutter	\$37,250		\$46,600
City of Canton	Marietta Road Improvements	\$95,000		\$118,772
Cherokee County	Downtown Canton Parking Improvements	\$250,000		\$312,600
CASA/Bethesda	Acquisition of Property		\$133,219	
Public Facilities Total		\$532,053	\$133,219	\$665,272
		65.4%		68.2%
<u>Public Services Total<sup>1</sup></u>	<u>Project</u>			
Bethesda Community Clinic	Staff support for Free/Low Cost Clinic	\$20,000		\$20,000
Boys & Girls Club	Transportation Program	\$32,000		\$32,000
Cherokee Family Violence	Transportation Program	\$35,000		\$35,000
Cherokee Family Violence	Therapeutic Counselor		\$22,100	\$22,100
Child Advocacy Center	Support for Tri-lingual Staff Position	\$15,000		\$15,000
Goshen Valley Foundation	Staff Support for Mental Health Facility	\$20,000		\$20,000
			\$2,300	\$2,300
Public Services Total		\$122,000	\$24,400	\$146,400
		15.0%		15.0%
<u>Planning and Administration<sup>2</sup></u>		\$159,724	\$3,836	\$163,560
		19.6%		16.8%
<b>TOTAL</b>		<b>\$813,777</b>	<b>\$161,455</b>	<b>\$975,232</b>

Notes:

<sup>1</sup>Public Services Project not funded in first round plus \$2,300 to be added to another project

<sup>2</sup>Planning Administration increased to cover 3% COLA

<sup>3</sup>Public Facilities balance CASA and/or Bethesda.

CASA awarded less than requested and Bethesda did not receive 1st round funding.





### Cherokee County, Georgia Agenda Request

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SUBJECT: Benefit Renewal

MEETING DATE: July 16, 2013

SUBMITTED BY: Stacey D. Williams, Employee Benefits Committee Chairman

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**COMMISSION ACTION REQUESTED:**

Consider an incentive for the employees, to reduce the net cost of the employee contributions for medical premiums by 10% for the next plan year.

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**FACTS AND ISSUES:**

The County will use the reserve fund to offset the reduction of premiums if needed. This is a recommendation by the Benefits Committee with a super majority vote of 9 out of 11 with only two opposing. The opposing opinions can be read in the attached unapproved meeting minutes. The dollar amount from the reserve fund to be used is potentially between \$259,000 and \$275,000. The County has built the reserve fund over the past two year at a rate of \$500,000 per year. The claims have continued to improve over the past two years as a result of the wellness program and the incentives associated with the program. This would further incentivize the employees to continue with the wellness programs and other incentives. It is estimated that the Insurance and Benefit Fund reserves will be at \$1.5 million by October 1, 2013. Premiums have increase \$164,000 for the upcoming year, but Finance will cover \$64,000 out of the FY2014 budget. The remaining \$100,000 will be covered out of the reserve fund. That would make the new total \$1.4 million. The Benefits Committee recommends utilizing another \$275,000 to lower employee contributions to medical premiums by 10%. That would bring the fund down to \$1.125 million. It is estimated that the fund is generating at least \$250,000 per year in revenues. The total estimated fund balance at the end of the FY2014 budget cycle would be \$1.4 million. This would allow the fund balance to remain at the 16% that Gallagher recommended the fund should maintain for reserves.

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**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: Yes  No  Ordinance/Resolution: Yes  No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

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**ADMINISTRATIVE RECOMMENDATION:**

Approve Benefits Committee recommendation to reduce net employee medical premiums by 10%.

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**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_

**Cherokee County Benefits Committee  
Meeting 07/11/2013 9-10 AM**

**Present**

Kim Stancil	Elections	Tracy Chambers	HR
Brett Buchanan	Public Works	Rachael Mahurin	HR
Stacey Williams	CSO	Steve McClure	HR
Scott Wessner	Tax Assessor	Sue Garcia	Animal Shelter
Delaine Cagle	Finance	Dee Morris	Judicial
Libby Griffiths	Fire Dept	Renay Harshbarger	Clerks of Courts
Penny King	911	Vicky Taylor Lee	P&Z
Janelle Funk	Finance		

Stacey Williams opened the meeting by requesting a motion to approve the minutes from our June 26<sup>th</sup>, 2013 meeting. A motion to approve was made by Scott Wessner, seconded by Delaine Cagle and all others were in favor.

Stacey started with the FSA/COBRA administration change mentioned in our last meeting. Our plan would stay the same but the administration company would change to Blue Cross Blue Shield. They would administer our FSA plan and pick up the administration of COBRA. Tracy Chambers indicated that Blue Cross Blue Shield already sends out HIPPA notification to members that have left our plan so they would just add the COBRA notification to this. Having Blue Cross Blue Shield provide this service would help remove liability from the County. Delaine Cagle stated that she spoke with Dale regarding the RFP requirement and it would not be necessary because it's under \$25,000. Tracy said Blue Cross Blue Shield is already sending out our HIPPA notices and they were very competitive pricewise because we are already using them for other services. She explained the customer service problem aspect we have with our current administrator and our history with some of the other administrators. She feels like Blue Cross Blue Shield is our best option for the price. Penny King made a motion to recommend switching to Blue Cross Blue Shield for FSA and COBRA administration. Libby Griffiths seconded the motion and all others were in favor.

Stacey opened the floor to discussion regarding possible plan or contribution changes. He stated that we previously had discussed a flat dollar reduction in premiums but this would not be the correct method and a percentage reduction would be the proper way to handle premium changes. The current projections show the employee contributions around \$2.9 million. A 10% reduction would be around \$290,000. Brett Buchanan mentioned that the amount would have to come from reserves. Stacey reminded us that we are already using around \$164,000 from the reserves to keep premiums the same. Reducing the premiums further would add to the total needed from the reserves. He estimated that we are currently building the reserves at a rate of around \$500,000-\$600,000 per year. Janelle Funk indicated that the reserve has only increased \$155,000 this year. Last year it increased more because our stop loss was over \$500,000. The total stop loss from last year was \$508,000 based on a 9 month year. Delaine mentioned that the stop loss was around \$300,000 plus an additional one time reimbursement from Blue Cross Blue Shield the year before last. Tracy Chambers indicated that she had identified more stop loss reimbursements that we should be getting back this year. Janelle indicated that our reverse was not really growing because of reduced claims. It is growing because of stop loss and special circumstance credits. Sue Garcia stated that it still grew over the past two years. Janelle didn't feel that two years made an identifiable trend. Janelle's concern wasn't next year as much as subsequent years afterwards. We would have to repeat using the reserves again next year unless we raise the rates back up. Brett Buchanan stated that we should have and keep a minimum amount in the reserves and dipping into it would leave us with less than the recommended value. There was discussion regarding the minimum recommended reserve amount. Gallagher had stated that it should be around 18% of the plan cost. This would roughly be \$1.6 million and we are right at that amount.

Brett's concern was lowering premiums and having to raise them back the following year. Employees will be upset even if we raise it right back to what it was. He mentioned that he had discussed with his staff that it's a win for us each year that we are able to fight off inflation and maintain the premiums at the same rate. Vicky Taylor Lee mentioned that we had also talked about lowering the deductible. Tracy indicated that it didn't really help a lot of people but it made them feel good. Delaine Cagle brought up Obama Care and the changes associated with it that may cost the County more or cost more in claims. Tracy said that we will have to make adjustments next year. She mentioned that this year we could make some changes to reduce the plan cost and there could be a COLA and it looks like a reward to employees for being good consumers and working hard on the wellness program. The hope is that employees will be incentivized to continue doing well next year. Stacey said that feedback from SO was tied into the wellness program. CHN was tied into cost savings. CHN has brought an awareness to everyone regarding getting healthy but there was supposed to be a cost savings. CHN guaranteed a monetary reduction. Sue Garcia indicated that CHN was presented to employees this way. Brett stated that he didn't present it as cost savings for premiums but rather a method to help keep premiums from rising. Stacy indicated that CHN threw out a savings figure of \$750,000 for the first year. Brett asked if we are seeing that amount of savings. No one was able to answer this question. Janelle agreed that we need people to stay motivated in the wellness program but she didn't know if 5% would really matter that much. Stacey thought 10% would matter. She asked what would happen if we had to increase premiums the following year. Brett mentioned that people don't notice the years that something was lowered or the same but they notice when it's raised. Renay Harshbarger asked if everyone was getting positive feedback from the employees that have to meet with CHN. Libby Griffiths said that she was not getting positive feedback and Renay said that she was not getting positive feedback from her group either. Both groups think it's a waste of their time. Tracy Chambers indicated that she talks with employees from all departments and they want to know when they are going to see a break and what happened to the clinic that was promised. Brett said that a lot of people are griping because they have to pay more when they go to the doctor. Our plan hasn't changed but doctors are billing differently. Tracy said that we have to teach our employees to be better consumers. Janelle asked...if we are giving reductions because CHN is working, should we have CHN prove this to us first. She said there are so many variables to claims other than just CHN. Steve McClure indicated that CHN only affects about 45% of our population and 49% of our claims are from dependents which CHN has no affect over. The tracking should be over the actual people affected by CHN. Tracy mentioned that we can evaluate CHN another year but this year we are talking about rewarding employees for what they have done so far. Steve said in 2009-2010, a wellness program was presented with the potential of City Club or another clinic and two of these three things didn't happen. The wellness program was the only thing that happened. The Affordable Healthcare Act is putting more emphasis on wellness programs. He indicated he doesn't know if all the focus should be based on CHNs activity right now. Brett asked if anyone ever did an analysis to see if CHN met the numbers that they claimed they could. Janelle indicated they did but the agreement was to look at total claims by number of people from one year to the next year. She indicated that other things affect those numbers. We had a lot of retirees leave that year and stop loss and other things. Tracy said that once we move to the new Blue Cross Blue Shield platform we will be able to track this better.

Stacey said that we have made a lot of recommendations based on info that we had but didn't know if it would work out or not. Sometimes we have to evaluate these things the following year. Judge Dee Morris stated that the goal was to obtain \$1.5-1.6 million in reserves. We have met this and it looks like we are trending to take in more. We should give something back to the employees. He mentioned that people are living week to week and we need to give something back if we can. Vicky Taylor Lee mentioned that we could give the employees one year of relief. Sue furthered this sentiment by saying the employees have had five years now with no relief.

Stacey asked if there was any further discussion. Judge Morris made a motion to reduce premiums by 10%. Sue Garcia seconded the motion. We had 11 members present; 9 voted in favor and 2 voted not in favor. It passed with a super majority. The recommendation will be to reduce premiums by 10%. The two not in favor were Brett Buchanan and Delaine Cagle. The nine in favor were Judge Dee Morris, Stacey Williams, Sue Garcia, Vicky Taylor Lee, Kim Stancil, Penny King, Scott Wessner, Renay Harshbarger and Libby Griffiths.

Dissenting statements were as follows:

Brett Buchanan:

Our health care consultant recommended to keep a reserve fund of 18% on hand for unforeseen circumstances. After two years, we have achieved that measure and are in good shape in the reserve fund although we would have to use a small portion to keep employee premiums the same as the current year. The idea of further spending out of our reserve fund to lower employee premiums by 10% decreases our reserve funds below the recommended levels. In my opinion, we would be better suited to wait until we have excess funds above 18% in our reserve fund before we apply any money towards reducing premiums. This is because of unknown factors in the upcoming year such our future claims and also the impact that the Affordable Care Act will create on our existing benefits.

Delaine Cagle:

Affordable Healthcare Act is coming and with it more costs due to required plan changes and exchange fees. At this point, we do not know exactly how much those costs are going to be. My vote would have been to keep premiums the same until we had more info and actual costs, so that the possibly of draining reserves and increasing premiums did not occur in the future.

Steve McClure then brought up the Tobacco surcharge and the wellness fees. He would like to keep those the same. He mentioned that if we are reducing the premiums we need to make sure that we are keeping people in the wellness program. The discount is part of the wellness incentive as well. The reduction will also affect the wellness incentive but it should not affect the bottom line enough to be significant.

Motion to adjourn made by Judge Morris and seconded by Sue Garcia.....all were in favor.

**Cherokee County Board of Commissioners  
Insurance & Benefits Fund  
Unreserved Fund Balance Analysis**

**FUND BALANCE ESTIMATE AT CURRENT EMPLOYEE RATES**

Estimate of Fund Balance 9/30/2013 1,895,857

**FY2014 Budget:**

FY2014 Employee Health Contributions	2,552,805
FY2014 Employer Health Contributions	5,700,000
FY2014 Other Revenues	1,719,771
FY2014 Expenditures	<u>(10,053,542)</u>
FY2014 Impact to Fund Balance Per Budget	(80,966)
Additional Claims Per Gallagher	<u>(83,357)</u>
FY2014 Net Impact to Fund Balance	<u><u>(164,323)</u></u>

Estimate of Fund Balance 9/30/2014	1,731,534
% of Expenditures	17%

**FUND BALANCE ESTIMATE WITH 10% REDUCTION**

Estimate of Fund Balance 9/30/2014	1,731,534
10% Reduction of Employee Contributions	<u>(255,281)</u>
Estimate of Fund Balance 9/30/2014	<u><u>1,476,254</u></u>
% of Expenditures	15%

**SUSTAINABILITY ANALYSIS**

Estimate of Impact on Fund Balance for FY2015	<u>(419,604)</u>
Estimate of Fund Balance 9/30/2015	<u><u>1,056,650</u></u>
% of Expenditures	11%





# Cherokee County, Georgia Agenda Request

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SUBJECT: New Flex/Cobra Administrator      MEETING DATE: July 16, 2013

SUBMITTED BY: Stacey D. Williams, Employee Benefits Committee Chairman

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COMMISSION ACTION REQUESTED:

Consider approval of new provider, Conexis, for FSA (Flexible Benefit) and Cobra Administrator as recommended by the Benefits Committee for the next plan year.

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FACTS AND ISSUES:

FlexCorp has merged with TASC (previous provider) and will be moving all operations to TASC. Due to previous service issues experienced with TASC, we have received proposals for alternatives. Conexis is a division of Blue Cross and has submitted a proposal for both Cobra Administration and Flexible Benefit Administration. There is no need to go to bid as BCBSGA is our current provider. Combining services with our current provider also avoids potential COBRA administration liability and provides a cost savings in future years. BCBSGA must have a decision from CCBOC no later than 7/15 in order to have the FSA and COBRA administration up and running by 10/1.

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BUDGET:

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

Budget Adjustment Necessary: Yes  No  revised      Note: If yes, please attach budget amendment form.  
Contract: Yes  No  revised      Ordinance/Resolution: Yes  No   
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

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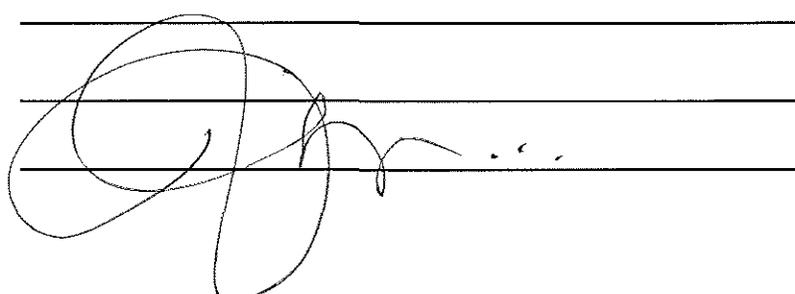
ADMINISTRATIVE RECOMMENDATION:

Approve Benefits Committee recommendation to move FSA and Cobra services to BCBSGA/Conexis, contingent on the County Attorney's review and approval of a professional service agreement.

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REVIEWED BY:

DEPARTMENT HEAD: \_\_\_\_\_  
AGENCY DIRECTOR: \_\_\_\_\_  
COUNTY MANAGER \_\_\_\_\_



**Cherokee County FSA and COBRA Cost Analysis**  
 Wednesday, June 26, 2013

	FSA ADMINISTRATION			COBRA ADMINISTRATION	
	BCBSGA	TASC		BCBSGA	CCBOC
Administrative Fee (Per Participant Per Month)	\$4.71	\$4.50	Administrative Fee (Per Participant Per Month)	\$12.25	22.86**
Annual Fee	NA	\$250.00	Initial Notice Fee - one time	\$12.25	\$9.00***
Implementation Fee	\$500.00		Implementation Fee	\$1,000.00	
Implementation Fee (if bundled with COBRA)	\$250.00		Implementation Fee (if bundled with COBRA)	\$500.00	
Annualized Total*	\$12,571.00	\$12,022.00	Annualized Admin. Fee****	\$1,617.00	\$1,920.00
Annualized Total Year 2*	\$12,321.00	\$12,022.00	Annualized Initial Notice Fee*****	\$1,029.00	\$756.00
Annualized Difference Year 1*	\$549.00		First Year Annualized Cost Difference	\$3,146.00	\$2,676.00
Annualized Difference Year 2*	\$299.00		Second Year Annualized Cost Difference	\$2,646.00	\$2,676.00 \$30.00

\*Based on 218 Participants

\*\*Based on 10 hours/month at \$16.00/hour  
 \*\*\*Actual cost of mailing notification packets  
 \*\*\*\*Based on an average of 11 enrolled participants/month  
 \*\*\*\*\*Based on an average of 7 COBRA packets mailed/month



**Gallagher Benefit Services, Inc.**  
 t h i n k i n g   a h e a d

**Standard Disclaimer(s)**

*This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.*

# Flexible Spending Account Proposal

## Cherokee County

Contract Period: 10/ 1/ 2013 – 09/ 30/ 2014



	Health and Dependent Care Flat Fee (includes a Benefit Card)	Implementation Fee
Administrative Fee	\$4.71 per FSA participant per month	\$500

*Note: The PPPM charge is applicable for all active and terminated employees that have a balance in their FSA account. This includes participants that have balances at the end of the plan year and have the ability to submit claims during the run-out period.*

Implementation fees will **decrease by 50%** if FSA and COBRA administration are purchased together.

### BCBSGa's proposed FSA fees assume the following:

- o FSA fees assume that this product is offered in conjunction with a Health package.
- o Fees apply whether a member participates in health and/or dependent care coverage.
- o Minimum monthly charge is \$60.00.
- o Reimbursement of payment is processed on a weekly basis (minimum \$10 per participant).
- o Includes the cost for pre-enrollment information which may include an educational brochure and enrollment information Q&A.
- o The cost for standard programming in BCBSGa's standard format.
- o Year-end account balance statement mailed to each employee.
- o Includes the cost of a standard bank funding arrangement.
- o Additional implementation fees will apply for multiple system set-ups, if applicable.
- o Additional fees apply for mid-year takeovers. Pricing available upon request.
- o Renewal programming costs.
- o Fees assume that the FSA eligibility file will be provided by the plan sponsor.

## Optional FSA Administration Services:

- o The administrative cost for FSA Grace Period Extension is an annual fee of \$1.50 per participant (participation calculated on last day of plan year and subject to \$100 annual minimum fee).
- o The cost of run-out is excluded from the above fees. Run-out is defined as fees payable to BCBSGa for providing run-out for participants who maintained a positive balance for months following the completion of the contract period. The run-out charge will be PPPM for any participants that have outstanding balances and for as many months as defined by the employer's plan; the rate is based on the guaranteed fee in effect immediately prior to the completion of contract period.
- o FSA COBRA Qualifying Event Administration: \$25.00 per FSA qualifying event.
- o Plan Document Amendments: \$300.00 per change (fee for any changes to Plan Documents or SPD, such as minimum and/or maximum amounts or general plan language changes that will require modifications to the existing plan document).
- o Post Enrollment Education Kits (Welcome Kit "Lite"): \$1.00 per kit. This includes a confirmation statement, claim form, education brochure OR Frequently Asked Questions (FAQ's) totaling three pieces.
- o Employee Confirmation Statements: \$1.00 per hardcopy statement
- o Discrimination Testing: Initial FSA plan non-discrimination testing is included in the first year. Thereafter, the following tests are available (fee per test per plan):
  - Section 125 Test (Cafeteria Plan): Key Employee Concentration Test and Eligibility Test under Code 125 is \$200.00 per set of 2 tests per plan.
  - Section 105 Test (Healthcare FSA): Eligibility Test required under Code 105: \$200.00 per test per plan.
  - Section 129 Test (Dependent Care FSA): 55% Average Benefits Test, 5% Owner Concentration Test and Eligibility Test required under Code 129: \$200.00 per set of 3 tests per plan.
  - \$500.00 for all 6 tests
- o Participant Account Balance Statements: \$1.00 per participant per statement. These hardcopy statements can be provided on a monthly, bi-monthly or quarterly basis.
- o Paper Enrollment Data Entry: \$6.00 fee per enrollment form.
- o Custom Programming: \$125.00 per hour.
- o Employee Group Webinar Meetings or Employee Communication Meetings are available. Pricing is available upon request.

# COBRA Administration Proposal

## Cherokee County

Contract Period: 10/1/2013 – 09/30/2014



	COBRA Flat Fee (PPPM)	COBRA Qualifying Event Notice (One-Time Fee)	Implementation Fee
Administrative Fees	\$12.25 per COBRA participant per month	\$12.25 per participant	\$1,000

The flat and qualifying event fees shown above assumes the 2% of premium COBRA admin charge will be retained by BCBSGa. If the 2% charge is retained by the client, the COBRA fees would increase by 25%.

Implementation fees will **decrease by 50%** if FSA and COBRA administration are purchased together.

### BCBSGa's proposed COBRA fees assume the following:

- o Reliable notifications and tracking
- o Monthly beneficiary collection invoices
- o Billing and collection of COBRA premiums
- o BCBSGa Premium disbursement to employer
- o Payment via ACH direct debit
- o Optional open enrollment services
- o Toll-free participant customer service support
- o 24-hour access to account information via Web
- o Toll-free employer customer service support
- o Real-time online management reporting
- o Imaged documentation of COBRA notifications sent
- o Monitor regulations and implement new federal COBRA requirements as necessary
- o Include HIPAA certificates
- o The cost for standard programming in BCBSGa's standard format.

## Optional COBRA Services:

- o New Plan Participant Notification: \$2.90 per notice (Notifications include *COBRA General Rights* notifications communicating the newly eligible employees rights and responsibilities to notify the employer of a Qualifying Event that could trigger a COBRA event.)
- o HIPAA Special Enrollment Notification: \$2.90 per notice
- o Outside Carrier Health Plan Eligibility Communication: \$25.00 per carrier per month, if applicable.
- o Outside Carrier Eligibility Communication and Premium Remittance: \$50.00 per carrier per month, if applicable.
- o Open Enrollment Support Services:
  - Comprehensive Package (BCBSGa sends complete Open Enrollment Kits directly to the members and processes the forms) – \$15.00 per packet – plus related postage expenses.
- o Retro-Active New Plan Participant Notification: \$2.00 per notice
- o Retro-Active HIPAA Special Enrollment Notification: \$2.00 per notice
- o Past Due Notices: \$1.00 per notice
- o Custom Programming: \$125.00 per hour

**RESOLUTION**  
**IN SUPPORT OF REPRESENTATIVE WITH CHEROKEE COUNTY WATER & SEWERAGE**  
**AUTHORITY TO SERVE AS AN ALTERNATE DESIGNEE ON THE METRO NORTH GEORGIA WATER PLANNING**  
**DISTRICT (MNGWPD) GOVERNING BOARD**

**WHEREAS**, the Metro North Georgia Water Planning District (MNGWPD) was created by the Georgia General Assembly in 2001 for the general purpose of establishing “policy, create plans, and promote intergovernmental coordination for all water issues in the district; to facilitate multijurisdictional water related projects; and to enhance access to funding for water related projects among local governments in the district area;

**WHEREAS**, the primary purpose of the district is the “develop regional and watershed-specific plans for storm-water management, waste-water treatment, water supply, water conservation, and the general protection of water quality . . .”;

**WHEREAS**, the District includes 15 counties and over 90 cities within the metro Atlanta region;

**WHEREAS**, the District Governing Board shall consist of the chairperson of the county commission or the chief executive officer of each county in the district area having a population of 200,000 or more according to the 2000 United States decennial census or any future such census;

**WHEREAS**, Each member of the board shall have one vote to be cast in person, and there shall be no voting by proxy; provided, however, that each member serving on the board pursuant to the provisions of paragraphs (1), (2), and (3) of subsection (a) of Code Section 12-5-575 shall be entitled to designate in writing to the chairperson of the board an alternate who may exercise any of the powers and discharge any of the duties of such member provided for in this article, including voting, in the absence of such member, other than serving as chairperson, vice chairperson, or secretary-treasurer of the board;

**WHEREAS**, each county is required to pay dues to the District based on rates established by the District. The 2013 dues payable to the District by Cherokee County is based on \$0.215 per capita from 2010 Census population of 214,346 totaling \$46,084.39;

**WHEREAS**, the Cherokee County Water & Sewerage Authority Board approved a motion that the Authority participate with the County on a 50/50 basis in the amount of \$23,042.20 of the total payment of \$46,084.39 for this coming year’s dues of the Metropolitan North Georgia Water Planning District. The Authority approved payment of 50% of the District Dues contingent upon the County’s execution of a resolution that will state that the Authority will appoint and maintain the surrogate position of Cherokee County representation on the Metropolitan North Georgia Water Planning District Board as held by the existing Cherokee County Commission Chair; and,

**THEREFORE**, I, L.B. Ahrens, Chairman, Cherokee County Board of Commission, hereby agree to notify the District Chairperson that a representative with the Cherokee County Water & Sewerage Authority will serve on the District Board as my alternate;

**APPROVED THIS, 16<sup>TH</sup> DAY OF JULY, 2013 BY THE CHEROKEE COUNTY BOARD OF COMMISSIONERS**

**[SIGNATURES ON FOLLOWING PAGE]**



**Metropolitan North Georgia  
Water Planning District**

40 Courtland Street, NE  
Atlanta, GA 30303-2538  
404.463.3267 | Fax 404.463.3254

**INVOICE**

INVOICE NO: 2013-16  
DATE: July 1, 2013

**To:**  
Hon. Buzz Ahrens  
Chairman, Cherokee County Commission  
1130 Bluffs Parkway  
Canton, GA 30114

**Copy To:**  
Thomas Heard, CCWSA  
391 W. Main Street  
P.O. Box 5000  
Canton, GA 30114

**RECEIVED**  
JUL 02 2013

**BY:** .....

FEIN	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					Due on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Metropolitan North Georgia Water Planning District 2014 Dues based on \$0.215 per capita from 2010 Census population of 214,346		\$46,084.39

AMOUNT PAID	\$46,084.39
SALES TAX	NA
SHIPPING & HANDLING	NA
<b>BALANCE DUE</b>	<b>\$46,084.39</b>



Make all checks payable to: Metropolitan North Georgia Water Planning District  
If you have any questions concerning this invoice, call: 404-463-3260

**THANK YOU!**

District Cost Center: 403 DPL



May 30, 2013

Honorable L.B. "Buzz" Ahrens, Jr.  
Cherokee County Commission Chair  
1130 Bluffs Pkwy  
Canton, Georgia 30114

Dear Chairman Ahrens,

The Metropolitan North Georgia Water Planning District is responsible for updating the District's water supply, wastewater and watershed management plans every five years. The next plan updates are scheduled for completion and adoption in 2016. Presently, the District is budgeting for these plan updates, and has scheduled dues increases beginning with Fiscal Year 2014.

In addition to funding from the State of Georgia, the District relies heavily upon dues paid by member local governments. Currently, by statute, each of the 15 counties and the City of Atlanta pay annual, per capita dues to the District; the per capita amount is established by the Board. After the 2010 Census figures were released, the District reduced the annual rate from \$0.20 to \$0.16 per capita to account for the population increase and to hold costs down for our local governments.

Rather than a large, one-time increase to pay for the Plan Update, we propose a staggered increase for the next three fiscal years. In FY 2017, per capita dues will revert to \$0.16.

The District will seek appropriations from the state to help offset plan update costs. If appropriations are obtained, the scheduled 2015 and 2016 dues increases will be adjusted accordingly.

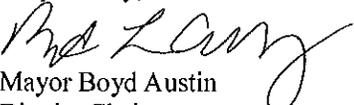
A summary of expected dues for Cherokee County is shown below:

<i>Dues Year</i>	<i>Dues Amount (per capita)</i>	<i>Total Dues</i>	<i>Increase from Previous Year</i>
2013	\$0.16	\$34,295.36	n/a
2014	\$0.215	\$46,084.39	\$11,789.03
2015	\$0.265	\$56,801.69	\$10,717.30
2016	\$0.310	\$66,447.26	\$9,645.57

For Fiscal Year 2014, Cherokee County dues will total \$46,084.39.

We expect to discuss and vote on the budget on June 6, 2013. If you have any questions or feedback, please contact me at [baustin@dallas-ga.gov](mailto:baustin@dallas-ga.gov) or (678) 626-0989. Thank you for your continued support of the Metro Water District and its planning activities.

Respectfully,

  
Mayor Boyd Austin  
District Chair

# 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 <sup>th</sup>
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 <sup>th</sup>

### 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