

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

August 6, 2013

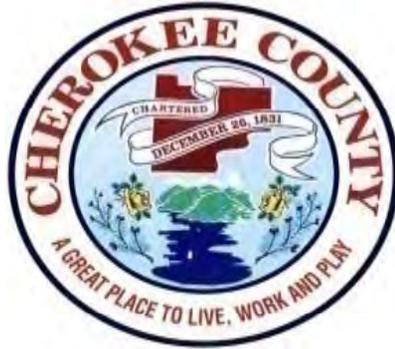
3:00 p.m.

Cherokee Hall

AGENDA

1. Presentation of Q3 Financials by Janelle Funk.
2. Presentation on Impact Fee Update Project by Margaret Stallings.
3. Discussion of Regular Agenda Items.

Executive Session to Follow

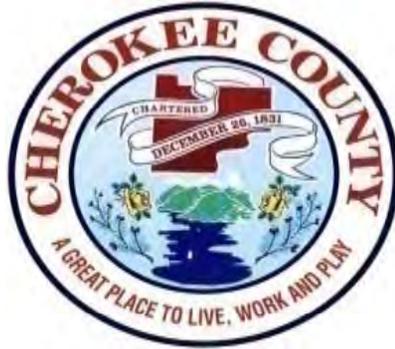


Cherokee County Board of Commissioners

FINANCIAL UPDATE

Q3 2013 YTD

(Oct 2012 – June 2013)



Cherokee County Board of Commissioners

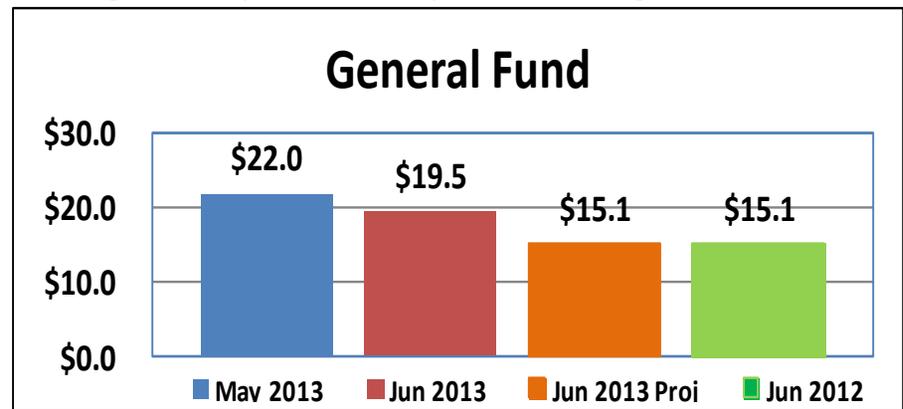
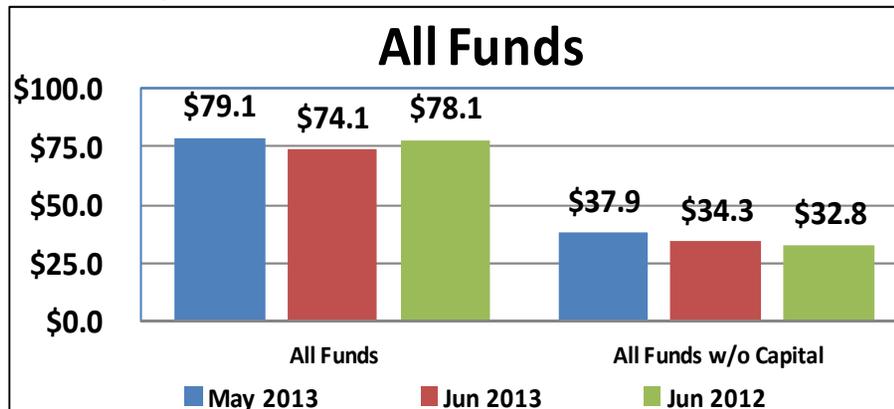
EXECUTIVE SUMMARY
Q3 2013 YTD
(Oct 2012 – June 2013)



Cash Executive Summary

June 2013

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



Highlights for YOY: All Funds -\$4.0M, Non Capital Funds +\$1.5M, General Fund +\$4.4M

Of the County's 30 Funds, 17 have improved cash position over 2012. Most significant changes include:

- **SPLOST Funds +\$9.5M** SPLOST tax receipts have significantly exceeded SPLOST spending (related to project timing).
- **Parks Bond Fund -\$16.0M** Our last bond issue was Jan 2012. Funds have been spent on planned projects (e.g., Aquatic Center, Soccer Complex, Hobgood Renovations, Blankets Creek, etc.). Not expecting next bond issuance until FY2015.
- **Debt Service Fund -\$7.3M** Final payments for SPLOST Bonds were made in 2012.
- **General Fund +\$4.4M** FY2013 expenditure spending is slower than budgeted. Revenues are \$3.5M > YTD Budget.
- **Fire Fund +\$2.3M** Variance primarily driven by revenues exceeding expenditures (due to ISRP and vacancies).
- **EMS Fund** – After resolving some transition issues, billings now appear to be on target. We expect cash collections to follow – pushing the fund's cash to a positive balance in the near future.

Bottom Line: Cash balances are improving or decreases are explainable/expected.



Cash Executive Summary – Fund Highlights Parks & Recreation Fund

Parks & Recreation Cash Balance:

7/31/2012: \$ 92,483

7/29/2013: \$440,393

Improvement: \$347,910

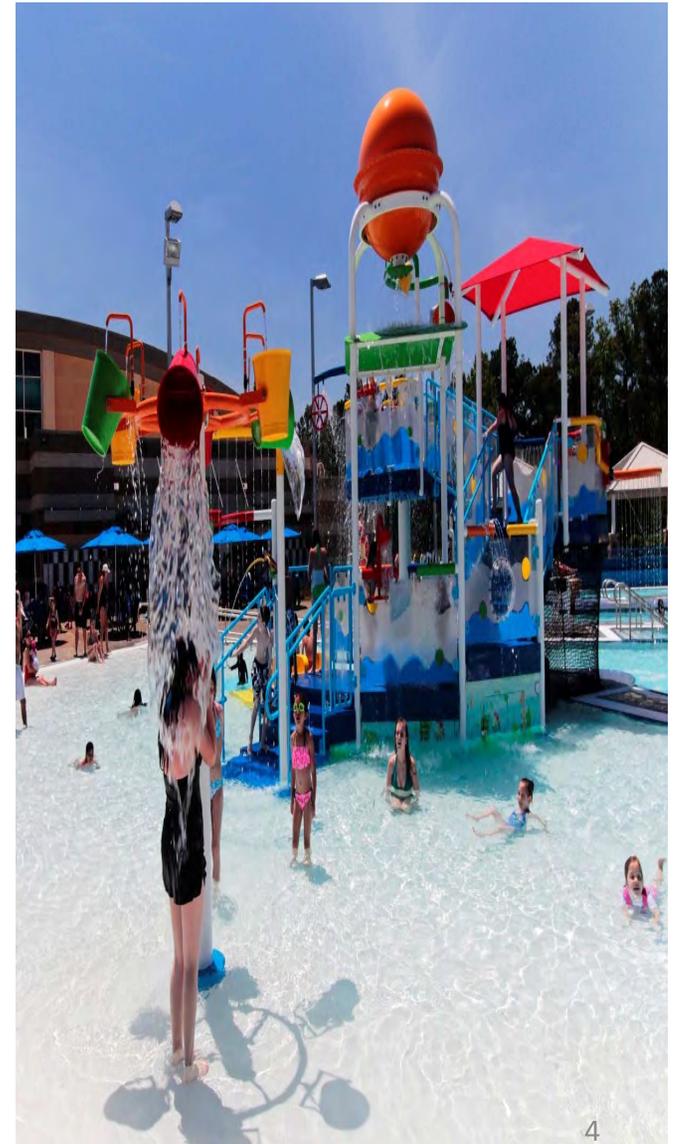
Operational Results of Aquatic Center
through 7/23/2013:

Revenues: \$445,452

Expenditures: (\$276,230)

Net: \$169,222

- Grand opening May 11
- Still early, but results look promising





Revenue Executive Summary

General Fund – Q3 2013 YTD (June YTD)

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the General Fund YTD Results are \$3.5M more than budgeted. We are also forecasting the full year to be \$4.6M better than budget.

YTD Revenue \$3.5M > YTD Budget

Taxes +\$3.2M

- Current Property Taxes +\$0.7M – Timing only
- Prior Year +\$0.3M Budget achieved by end of March
- TAVT +\$1.4M
- Intangibles & Real Estate Transfer +\$0.5M
 - Both revenue sources are related to mortgages and were double the YTD Budget.
- Bank & Cable Franchise Tax +\$0.2M

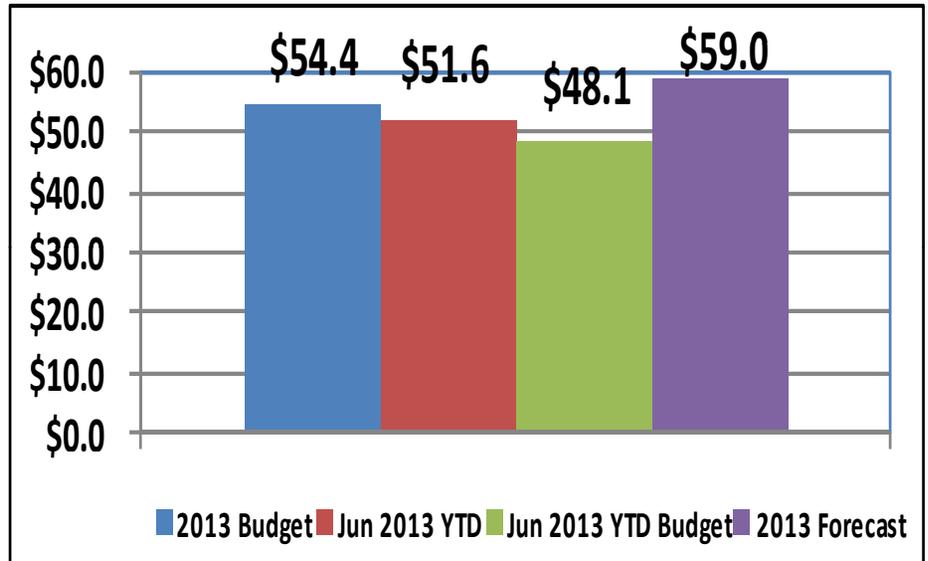
Charges for Services -\$0.1M

- Prisoner Housing -\$0.2M Budget based on 2012 actuals; this category varies significantly year to year.
- Other charges +\$0.1M – timing

Fines & Forfeitures +\$0.3M

- All courts >YTD Budget except Magistrate -\$0.1M

2013 – General Fund Recurring External Revenue



2013 Full Year Forecast vs. Budget +\$4.6M

- Intangible and Real Estate Transfer Taxes + \$0.6M
- Current & Prior Year Taxes +\$0.4M
- Bank & Cable Franchise Taxes +\$0.2M
- Motor Vehicle/TAVT +\$3.3M
- Court Fines +\$0.3M
- Charges for Services -\$0.4M
- Miscellaneous +\$0.1M

Bottom Line: General Fund Revenue is on track to exceed the FY2013 Budget.



Revenue Executive Summary

All Funds – Q3 2013 YTD (June YTD)

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the County's YTD Results are \$2.6M better than the YTD Budget. We are also forecasting the full year to be \$6.0M better than budget.

Full Year Forecast: +6.0M > Budget

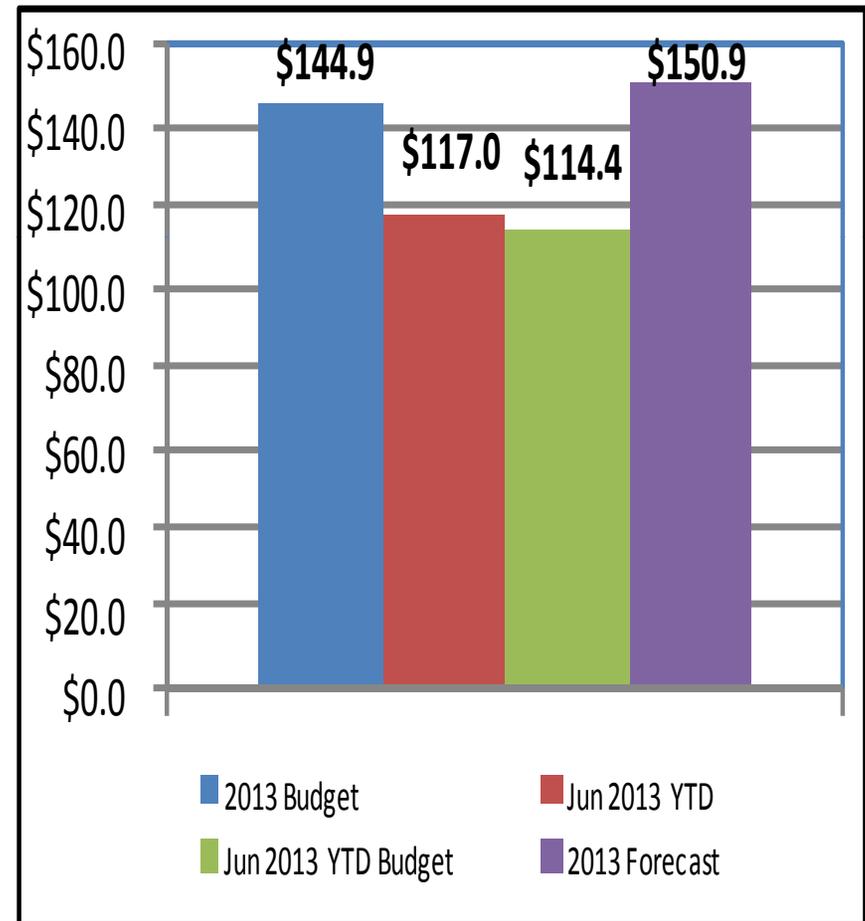
Most Significant Variances By Fund:

- General Fund **+\$4.6M**
- UnCS Fund **+\$0.4M**
- Impact Fee Fund **+\$0.8M**
- SPLOST Funds **+\$0.6M**
- Parks Bond Fund **+\$0.4M**
- RRDA Fund **-\$0.6M**
- EMS Fund **-\$0.3M**

Most Significant Variances By Category:

- Current Taxes **+2.7M** (primarily TAVT)
- SPLOST Taxes **+\$0.9M**
- Other Taxes **+\$1.1M** (Intangibles, RE Transfer, Franchise)
- Building Permits **+\$0.4M**
- Impact Fees **+\$0.8M**
- Court Fines **+\$0.3M**

2013 – All Funds Recurring External Revenue



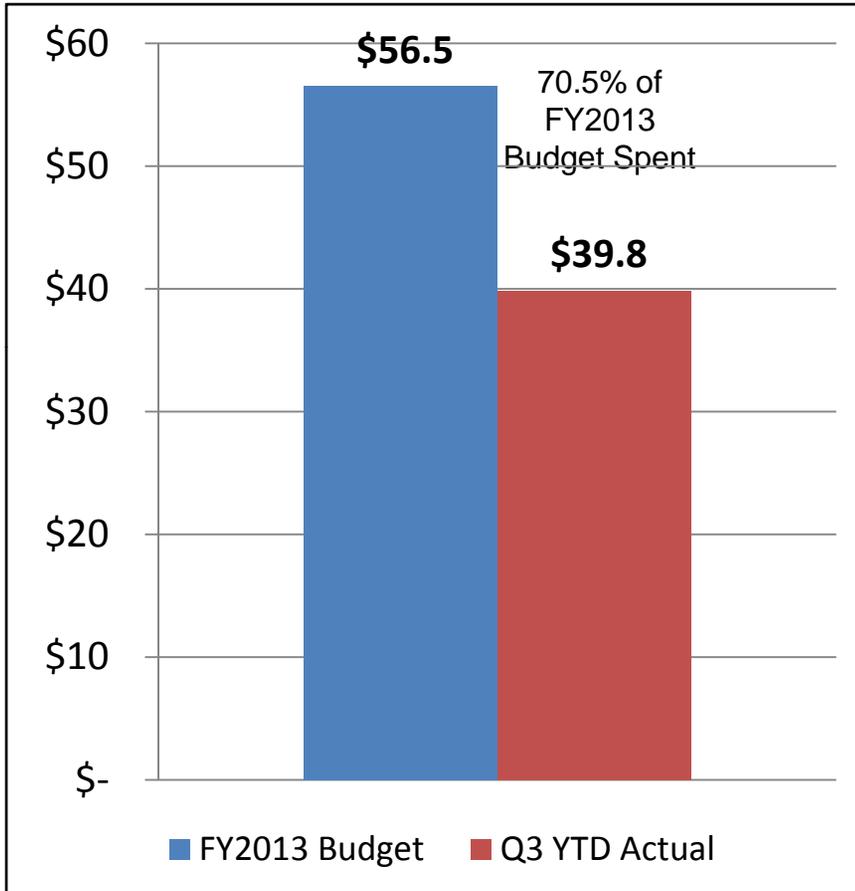
Bottom Line: A few funds will not achieve the FY2013 Revenue Budget; but variances will not impact operations. Most funds will achieve or exceed the FY2013 Revenue Budget.



Expenditure Executive Summary

General Fund – Q3 2013 YTD (June YTD)

Summary Statement: Expenses are being managed across all departments. Some variances exist, but are explainable.
 73% of Year Elapsed for Payroll Costs. 67% or 75% of Year Elapsed for Monthly Expenses.



- In the chart above, comparisons are not made to prior year because Dec 2011 would include significant year-end accruals and not be similar.

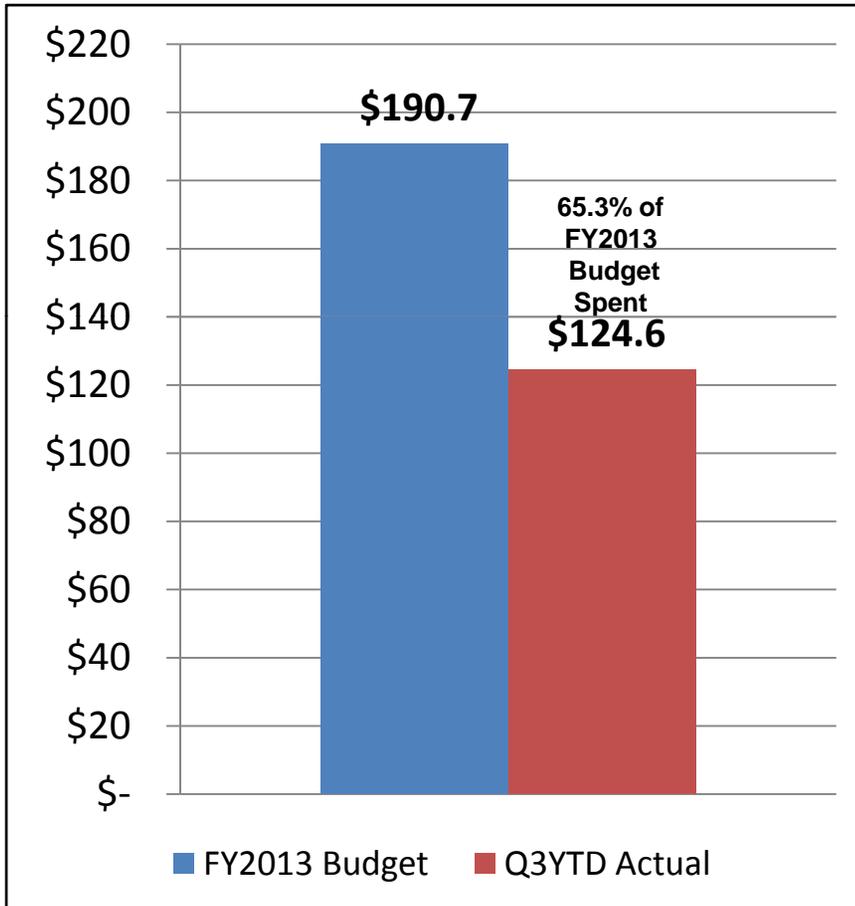
General Fund - Expenditures 2013			
	2013 Budget	Q3 2013 YTD	% Spent
Compensation	28,862,872	20,709,227	71.8%
Insurance Benefits	3,401,200	2,489,870	73.2%
Payroll Taxes	2,201,574	1,450,940	65.9%
Workers Comp	600,472	460,561	76.7%
Retirement Plans	21,312	14,012	65.7%
Other Personnel	66,719	5,092	7.6%
Total Personnel	35,154,149	25,129,702	71.5%
Operating Costs	12,855,961	8,533,373	66.4%
Capital	119,290	81,349	68.2%
Non-Op Costs	2,679,681	1,982,383	74.0%
Debt Service	662,221	461,644	69.7%
Utilities/Admin	2,064,828	1,458,699	70.6%
Other			0.0%
Transfers	2,994,130	2,202,474	73.6%
Total Expenditures	56,530,260	39,849,624	70.5%

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



Expenditure Executive Summary All Funds – Q3 2013 YTD (June YTD)

Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.
73% of Year Elapsed for Payroll Costs. 67% or 75% of Year Elapsed for Monthly Expenses.



- In the chart above, comparisons are not made to prior year because Dec 2011 would include significant year-end accruals and not be similar.

County-Wide Expenditures - 2013				
	2013 Budget	Q3 2013 YTD	% Spent	Comment #
Compensation	53,851,906	38,159,594	70.9%	1
Insurance Benefits	14,890,862	10,732,399	72.1%	2
Payroll Taxes	4,082,026	2,681,749	65.7%	
Workers Comp	1,191,411	824,358	69.2%	3
Retirement Plans	1,134,631	830,897	73.2%	
Other Personnel	75,935	17,102	22.5%	
Total Personnel	75,226,771	53,246,099	70.8%	
Operating Costs	26,809,051	18,397,789	68.6%	4
Capital	48,710,254	21,258,685	43.6%	5
Non-Op Costs	15,609,294	10,198,341	65.3%	6
Debt Service	14,964,380	14,426,717	96.4%	7
Utilities/Admin	3,768,867	2,531,109	67.2%	8
EMS Depreciation	149,000		0.0%	
Transfers	5,452,597	4,500,337	82.5%	9
Total Expenditures	190,690,214	124,559,077	65.3%	

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



Q3 2013 YTD Summary

Q3 YTD Results point to a **\$6.0M** positive variance in the full year **revenue** forecast.



- The **\$4.6M** positive variance in the General Fund revenue forecast will first be needed to offset the unbudgeted portion of RRDA debt (**\$0.6M**). The remaining variance will improve reserves.



- The positive variances in other funds will accumulate for specific restricted purposes (e.g., excess SPLOST revenue will be accumulated in the SPLOST Fund).

Q3 YTD **Expenditure** Results indicate budgets are being properly managed and the County should achieve its Expenditure Budget (aside from the RRDA overage).





Q3 2013 YTD Summary

Q3 Non-Capital Cash Balances > Q3 2012 Cash Balances.



- The General Fund will avoid negative cash in FY2013.
- All funds are improving cash balances, or the decrease is explainable/expected/not impacting operations.

Q3 Headcount is being properly managed.

- Budget FT = 1,164
- YTD average = 1,138
- Total Variance = 26 from normal attrition
 - Law Enforcement = 12
 - All other funds = 14





Future Outlook – FY2014

Next month we will propose a balanced budget for FY2014.

The following has been included in the budget:

- Pension contributions
- 3% COLA Adjustment
- Sale of Old Admin Building (Jones Mercantile Company Building)
- Continued trend of TAVT receipts
- 100% of RRDA Debt
- Plan to begin advance funding the Unincorporated County Services Fund Reserve





Expenditure Executive Summary All Funds – Q3 2013 YTD (June YTD)

**Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.
73% of Year Elapsed for Payroll Costs. 67% or 75% of Year Elapsed for Monthly Expenses.**

1. Compensation Costs are 70.9% of the FY2013 Budget

- This is slightly less than the elapsed FY2013 Budget of 73.1% and is due to normal attrition.

2. Insurance/Benefits Costs are 72.1% of the FY2013 Budget

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

Specific just to the Insurance & Benefits Fund, total costs were \$162.6k < Budget and revenues were \$63.9k > Budget, resulting in a net gain of \$226.6k compared to the Q3 YTD Budget.

Primary variances:

- Q3 YTD health insurance claims were 2.3% < Budget (-\$119k)
- Q3 YTD dental claims were 9.5% < Budget (-\$39.6k)
- Q3 YTD Unbudgeted stop loss reimbursement revenue was received (\$49.5k)

The Insurance & Benefits Fund ended Q3 2013 with a Fund Balance of \$3M:

- \$1.2M Reserved to support retirees' future health insurance costs
- \$1.8M Unreserved
 - The recommended amount for unreserved fund balance is 16 – 20% of annual claim expense:
 - Annual claim expense (medical & dental) ~ \$7.9M
 - Recommended unreserved fund balance ~ \$1.3M - \$1.6M



Expenditure Executive Summary

All Funds – Q3 2013 YTD (June YTD)

Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.
73% of Year Elapsed for Payroll Costs. 67% or 75% of Year Elapsed for Monthly Expenses.

3. Total Workers Comp Costs are 69.2% of the FY2013 Budget

- Q3YTD new claim total was \$402.9k, which is 70.2% of the FY2013 new claim budget.
 - Actual Average Monthly Cost = \$45k v. Monthly Budget = \$48k
- Prior year claim payments totaled \$363k, which is 88.3% of the FY2013 prior year claim budget.
 - Two of the three large carryover claims (included in the FY2013 Budget), have settled in FY2013 making the percentage seem high as compared to the elapsed year. The remaining large claim has already reached the Stop Loss threshold (so when a settlement is reached, we can expect a reimbursement for it).
- Worker's Compensation Fees are at 28.2% due to the fact that the majority of these costs are paid annually and those bills arrive in July /August.
- We are forecasting that County Wide Worker's Compensation costs will be slightly under budget.

4. Operating Costs are 68.6% of the FY2013 Budget

- Q3 YTD average monthly gasoline costs = \$176.9k v. monthly budget = \$183.5. Since gasoline prices often spike in summer months, these costs should be on target by year- end.
- All other object expenditure accounts within this category appear to be on target.



Expenditure Executive Summary All Funds – Q3 2013 YTD (June YTD)

Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.
73% of Year Elapsed for Payroll Costs. 67% or 75% of Year Elapsed for Monthly Expenses.

5. Capital spending is at 43.6% of the FY2013 Budget

- Capital spending is driven by the timing of construction projects.

6. Non Operating Costs are 65.3% of the FY2013 Budget

- This category represents monthly payments to other agencies and the allowance for EMS uncollectibles.
 - New EMS billing company (LifeQuest) assumed operations May 1.
 - Finance and EMS will review status of previous billings to determine if adjustments are required to the uncollectibles allowance.
- Payments to other agencies are on target.

7. Debt Service is at 96.4% of the FY2013 Budget

- Bond payments are made on a set schedule.
- All Parks Bond payments have already been made this year, thus making the percentage higher than the elapsed period.
- We only budgeted 50% of RRDA debt service payments to be covered by General Fund transfers. Because the County continues to make the monthly payments additional transfers will need to be made from the General Fund.



Expenditure Executive Summary All Funds – Q3 2013 YTD (June YTD)

Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.
73% of Year Elapsed for Payroll Costs. 67% or 75% of Year Elapsed for Monthly Expenses.

8. Utilities & Insurance are 67.2% of the FY2013 Budget

- Utilities are 56.3% of the FY Budget, which is below budget, due to mild temperatures. It is possible that Utilities will end the year slightly below budget if current weather continues.
- Insurance premiums are 99% of the FY Budget because the premiums are paid according to a set schedule and the total amount has been paid for FY2013.

9. Transfers are 82.5% of the FY2013 Budget

- Transfers are higher than the elapsed year due to the \$2.1M SPLOST reimbursement to the General Fund completed as one transfer in January. This reimbursement represents the Sheriff Vehicles which qualified for SPLOST funding, but were purchased by the General Fund through 2011.
- All other transfers are at or below budget.

Fire Protection and EMS

■ Introduction

Fire protection and emergency medical services are provided by the County through its Fire and Emergency Services Department. The Department has under its command fire stations; administrative and training facilities; fire trucks and other fire-fighting, rescue and hazardous materials vehicles; and ambulances.

■ Service Area

Fire protection is provided by the County to the entire county outside of the Cities of Canton and Woodstock, which is known as the Fire Services District. The Cities of Canton and Woodstock have their own fire departments, and operate independently from the County system. Emergency medical services, on the other hand, are provided countywide.

For these reasons the entire county outside of Canton and Woodstock is considered a single service area for the provision of fire protection because all residents and employees within this area have equal access to the benefits of the County program. The service area for emergency medical services, however, is the entire county including all incorporated and unincorporated areas.

The Fire Department operates as a coordinated system for fire protection, with each fire station backing up the other stations in the system. The backing up of another station is not a rare event; it is the essence of good fire protection planning. All stations do not serve the same types of land uses, nor do they all have the same apparatus. It is the strategic placement of personnel and equipment that is the backbone of good fire protection. Any new station would relieve some of the demand on the other stations in the network. Since the stations would continue to operate as "backups" to the other stations, everyone in the Fire Services District would benefit by the construction of a new station since it would reduce the "backup" times the station nearest to them would be experiencing.

The same is true of the distribution of ambulances in that the addition of new ambulances would both increase service as the population increases and further support service delivery countywide

Inventory of Fire and Emergency Services Facilities and Equipment

In 2013, fire protection and emergency medical services were provided by a network of fire stations throughout the Fire Services District, several administrative and training facilities and ambulances located strategically throughout the county. **Table 41** presents the 2013 inventory of facilities, heavy vehicles (apparatus having a life of 10 years or more) and ambulances under the control and operation of the Cherokee County Fire and Emergency Services Department.

Table 41: Inventory of Fire Department Facilities and Vehicles

Occupied Building Space		Heavy Vehicles - Fire*	
Facility	Floor Area (Sq. Ft.)	Description	Count
Station 1 - Oak Grove	2,500	Engine**	28
Station 2 - Ball Ground	6,000	Tanker	8
Station 3 - Hickory Flat	2,025	Ladder	1
Station 4 - Holbrook Campground	6,610	Rescue	8
Station 5 - Circle Five	4,004	Dive Rescue Truck	1
Station 6 - Clayton Community	6,408	Hazard Response	2
Station 7 - Little River	8,000	Air/Light Truck	1
Station 8 - Holly Springs	11,661	Mass Catastrophe	1
Station 9 - North Canton	8,000		
Station 12 - Waleska	8,087		
Station 13 - Suttalee	5,040		
Station 15 - Mica	5,000		
Station 17 - Lake Arrowhead	1,736		
Station 18 - Salacoa	3,750		
Station 19 - Ridgemill	9,286		
Station 20 - Oak Grove	8,000		
Station 21 - Airport Rd	7,570		
Station 22 - Bridgemill	6,125		
Station 23 - Vaughn Rd	6,726		
Station 25 VFD - Holbrook Campground	2,025		
Station 26 VFD - Nelson	1,490		
Station 27 LAVFD - Lake Arrowhead	2,050		
Station 32 - Hickory Flat	2,632		
Station 99 - Headquarters & Fire Station	4,850		
Logistics Admin - Univeter Rd	4,500		
Logistics Warehouse - Univeter Rd	13,000		
Total Facility Space:			
		Total Heavy Vehicles:	50
		Ambulances:	18

* Vehicles having a life of 10 years or more.
 ** In addition, there are four engines held in reserve.

■ **Level of Service**

The level of service for fire protection and emergency medical services in Cherokee County is measured in terms of number of heavy vehicles (engines, tankers, etc.), ambulances, and square feet of floor area in fire stations and related space, per day/night population in the service area. As noted above, there are two service areas—one being the Fire Services District and the other (for EMS) being countywide. Day/night population is used as a measure in that fire protection is a 24-hour service provided continuously to both residences and businesses in the service area. **Table 42** presents the calculation of the current (2013) Level of Service (LOS).

Table 42: Current Level of Service Calculation

Existing Square Feet	2013 Day/Night Population*	SF per Day/Night Population
147,075	221,619	0.6636

Existing Heavy Vehicles	2013 Day/Night Population*	Heavy Vehicles per Day/Night Pop
50	221,619	0.00022561242

Existing Ambulances	2013 Day/Night Population**	Ambulances per Day/Night Pop
18	309,053	0.00005824244

* For Fire District.

** Countywide Service Area.

■ **Forecasts for Service Area**

FUTURE DEMAND

For the purposes of impact fee calculations the County has determined that the current (2013) Level of Service will be adequate to serve the future population within each of its two service areas—the Fire Services District and (for EMS) the entire county. The current LOS figures from Table 42 are multiplied by the forecasted day/night population increase to the year 2030 in each service area, as applicable, to produce the expected future demand in

Table 43. The ‘day/night population increase’ figures are derived for the 2013-2030 period from Table 8: Service Area Forecasts. By using the current LOS, there are no existing deficiencies in either facility space, heavy vehicles or ambulances.

Table 43: Future Demand Calculation

SF per Day/Night Population	Day/Night Pop Increase (2013-30)*	SF Demanded by New Growth
0.6636	146,396	97,154

Heavy Vehicles per Day/Night Pop	Day/night Pop Increase (2013-30)*	New Heavy Vehicles Demanded
0.00022561242	146,396	33

Ambulances per Day/Night Pop	Day/night Pop Increase (2013-30)**	New Ambulances Demanded
0.00005824244	248,214	14

* For Fire District.

** Countywide Service Area.

COST FACTORS

For new building construction, such as fire stations and administrative/training facilities, an average construction cost of \$175 per square foot of floor area is used. This figure is consistent with current construction projects the Department has currently underway.

Table 44: Average Cost - Heavy Vehicles

Vehicle Type	Count	Est Cost -	
		2013	Fleet Value
Engine	28	\$ 415,000	\$ 11,620,000
Tanker	8	\$ 415,000	\$ 3,320,000
Ladder	1	\$ 975,000	\$ 975,000
Rescue	8	\$ 80,000	\$ 640,000
Dive Rescue Truck	1	\$ 56,000	\$ 56,000
Hazard Response	2	\$ 40,000	\$ 80,000
Air/Light Truck	1	\$ 120,000	\$ 120,000
Mass Catastrophe	1	\$ 120,000	\$ 120,000
Total 2013 Fleet Value:		\$	16,931,000
Total Heavy Vehicles:			50
Average Value of Heavy Vehicles:		\$	338,620.00

For heavy fire-fighting and related vehicles, a blended average of vehicle costs is used. **Table 44** shows the 2013 cost estimate related to each type of vehicle. These cost figures are weighted to the number of vehicles in the inventory and added together to determine the current average vehicle cost associated with the current inventory. This figure is used as the average cost for acquiring new vehicles in the future.

For ambulances, four vehicles were acquired in 2013. The average cost of these new vehicles is used to estimate the cost of acquiring new ambulances in the future.

FUTURE COSTS

The future facility floor area, number of heavy vehicles and number of ambulances needed to meet the demand created by new growth and development in the future are transferred from

Table 43 to **Table 45**.

By 2030, future demand based on day/night population can be met by the construction of the proposed facilities and the purchase of new heavy vehicles and ambulances, as shown on the table. Estimated costs factors are brought forward from Table 44 and multiplied times future demand to determine the amount of money, in 2013 dollars, required to adequately serve new growth and development at the County's current LOS. The Net Present Value of the cost estimates for new building construction are calculated by increasing the current estimated costs using the Engineering News Record's building cost inflation rates (BCI), and then discounting this future amount back to 2013 using the 10-year average CPI. For non-construction improvements (heavy vehicles and ambulances) the currently estimated costs are the Net Present Value. (The approaches to calculating NPV are explained in detail in the Cost Adjustments Section of this report.)

Since there are no existing deficiencies in square footage, heavy vehicles or ambulances, all the costs shown on the table are 100% impact fee eligible.

Table 45: Costs to Meet Future Demand

SF Demanded by New Growth	Cost per Unit	Total Cost in 2013 Dollars	Total Cost - Net Present Value*
97,154	\$ 175.00	\$ 17,001,950.00	\$ 19,852,940.83

New Heavy Vehicles Demanded	Cost per Unit	Total Cost in 2013 Dollars	Total Cost - Net Present Value**
33	\$ 338,620.00	\$ 11,174,460.00	\$ 11,174,460.00

New Ambulances Demanded	Cost per Unit	Total Cost in 2013 Dollars	Total Cost - Net Present Value**
14	\$ 142,857.14	\$ 2,000,000.00	\$ 2,000,000.00

* For building construction, dates vary: NPV based on BCI in an average construction year of 2022; discount rate = 10-year average CPI. See the Cost Adjustments Section for details.

** For non-construction, expenditures = current cost. See the Cost Adjustments Section.

■ SPLOST Credits

Future residents pay for capital improvements needed to serve them through an impact fee when a building permit is issued, and again through subsequent tax levies that pay for the same improvements. To avoid this ‘double taxation,’ credits are subtracted from the impact fees in compensation so that new growth pays its ‘fair share’ only once.

Credit for SPLOST taxes paid by new growth and development apply only to revenue that is expected to be generated in 2014 and beyond. Both the 2001 SPLOST IV and the 2006 SPLOST V have closed out, so revenue from future growth will generate revenue only for the current 2012 SPLOST VI. **Table 46** shows the credit calculations for fire protection, while Table 47 shows the credit calculation for EMS. Separate tables are needed because the service areas for each service are different.

Table 46: Credit for SPLOST VI Collections - Floor Area and Heavy Vehicles

Year	Collections from New Growth	% of Collections for Space & Vehicles	Credit for SPLOST Collections	Net Present Value*
2014	\$ 2,741,570.02	4.72%	\$ 129,326.13	\$ 126,432.95
2015	\$ 4,178,312.36	4.72%	\$ 197,100.55	\$ 188,380.45
2016	\$ 5,637,756.40	4.72%	\$ 265,945.86	\$ 248,493.61
2017	\$ 7,118,418.21	4.72%	\$ 335,792.07	\$ 306,737.18
2018	\$ 4,843,734.56	4.72%	\$ 228,490.04	\$ 204,050.31

Total New Growth Contribution: \$ 1,156,654.65 \$ 1,074,094.50

Percent of Service Area × ×
 New Growth in Unincorporated Area: 85.000956% 85.000956%

= =
Credit for Unincorporated Area Residents: \$ 983,167.51 \$ 912,990.60

* Future cost discounted by CPI inflation rate.

The SPLOST 'collections from new growth' figures in the table above and below are from Table 20 in the Cost Adjustments and Credits section of this report, while the percent applicable for 'space & vehicles' and 'ambulances' are drawn from Table 21.

Table 47: Credit for SPLOST VI Collections - Ambulances

Year	Collections from New Growth	% of Collections for Ambulances	Credit for SPLOST Collections	Net Present Value*
2014	\$ 2,741,570.02	1.08%	\$ 29,560.26	\$ 28,898.96
2015	\$ 4,178,312.36	1.08%	\$ 45,051.55	\$ 43,058.38
2016	\$ 5,637,756.40	1.08%	\$ 60,787.63	\$ 56,798.54
2017	\$ 7,118,418.21	1.08%	\$ 76,752.47	\$ 70,111.35
2018	\$ 4,843,734.56	1.08%	\$ 52,226.29	\$ 46,640.07

Total New Growth Contribution: \$ 264,378.20 \$ 245,507.31

Percent of Service Area × ×
 New Growth in Unincorporated Area: 50.133353% 50.133353%

= =
Credit for Unincorporated Area Residents: \$ 132,541.66 \$ 123,081.05

* Future cost discounted by CPI inflation rate.

The Net Present Value calculations on Table 46 and Table 47 respect the fact that, due to inflation, future collections will have a lesser value when considered in 2013 dollars. This 'discount' is based on the 10-year CPI and is explained in detail in the Cost Adjustments and Credits section of this report.

In practice, impact fees for the County's fire protection system and the countywide EMS system are collected only from new growth and development in the unincorporated area. Since the credit is intended to avoid double taxation, it accrues only to such new growth that pays impact fees, and therefore is exclusive of growth in the cities. Each of the tables above show the calculation used to derive the credit that is applied to new growth and development in the unincorporated area.

■ Cost Impact of New Growth

Table 48 summarizes the costs to provide the adopted LOS to the future day/night population. The system improvement costs for fire facility space and heavy vehicles, and the cost for ambulances, are adjusted here to reflect the applicable SPLOST credit (from Table 46 and Table 47) applicable to each category. Separate calculations are made because of the different service areas involved. Since impact fees are only collected in the unincorporated area, the individual 'cost per person' figures are combined for all services. Thus, the final per-day/night-person figure represents the cost to Cherokee County to maintain its current Level of Service for all residents and employees as new growth and development occurs, exclusive of SPLOST taxes that will be collected from new growth in the years ahead to pay for the same facilities and vehicles.

Table 48: Net Costs to Serve New Growth

Description		Total		Description		Total	
New Space & Vehicles		\$ 31,027,400.83		Ambulances		\$ 2,000,000.00	
Less: SPLOST VI Credit*		\$ (912,990.60)		Less: SPLOST VI Credit*		\$ (123,081.05)	
		Net New Growth Cost: \$ 30,114,410.23				Net New Growth Cost: \$ 1,876,918.95	
New Day/Night Population		÷		New Day/Night Population		÷	
in Service Area:		146,396		in Service Area:		248,214	
		=				=	
Cost per Person:		\$ 205.7051		Cost per Person:		\$ 7.5617	
		Net Cost per Day/Night Person - All Services: \$ 213.2668				Net Cost per Day/Night Person - All Services: \$ 213.2668	

*SPLOST VI credits are for 2014-18 revenue.

A final calculation, shown in **Table 49**, is necessary in order to fairly distribute the portion of project costs that are attributable to residential growth. Under the methodology followed here, this is only required in public facility categories that serve both residential and nonresidential populations. (Housing units are already the level of service unit of measure for the library and parks & recreation categories.) Since it is anticipated that the average household size may change over time, a constant fee based on the number of persons per housing unit (i.e., the 'cost per day/night population') would be both unfair and impractical. Instead, the portion of project costs that is attributable to new residential growth is calculated and assigned to the anticipated housing unit increase. This is accomplished by first identifying the percentage of total service area population increase made up by new residents. This percentage is then applied to the 'net cost attributable to new growth' figure to produce a 'costs attributable to new residential growth' figure. Finally, the 'costs attributable to new residential growth' is divided by the number of new housing units forecast for the service area to produce a 'net impact fee per housing unit' figure.

These housing unit calculations are carried out for the fire facilities/heavy vehicles and the ambulances categories separately, since their service areas differ in the number of future housing units. These per-unit numbers are then combined for a 'total impact fee per housing unit' figure.

Table 49: Calculation of Housing Unit Fee

	New Space & Vehicles Ambulances	
Service Area Day/NightPop Increase (2013-30)	146,396	248,214
Residential Population Increase (2013-30)	115,108	186,118
Residential Increase as % of Total Increase	78.628%	74.983%
Net Cost Attributable to New Growth	\$ 30,114,410.23	\$ 1,876,918.95
Costs Attributable to New Residential Growth	\$ 23,678,307.69	\$ 1,407,367.84
New Housing Units in Service Area (2013-30)	40,787	68,909
Net Impact Fee per Housing Unit	\$ 580.5357	\$ 20.4236
Total Impact Fee per Housing Unit:	\$ 600.9593	

■ Impact Fees for Fire Protection and EMS

The fee schedule that follows presents the maximum net impact fee that could be charged in Cherokee County for the Fire Services and EMS public facility category, based on the calculations carried out in this section. Fire Protection/EMS impact fees are collected from new residential and non-residential development.

The 'per employee' impact fee is taken from Table 48 while the 'dwelling unit' fee is taken from Table 49. The fees calculated for each land use category are increased by 3% (as allowed by the State Development Impact Fee Act)⁸ to cover the County's administrative costs.

The figures under the 'fee per unit' column are transferred to the Fire & EMS column of the Summary Maximum Impact Fee Schedule, while the fee for administration is included under the Administration column of the Summary Maximum Impact Fee Schedule in combination with all other administrative fees related to the various public facility categories.

⁸ See the 'Other Fees and Charges' section at the end of this report for details.

Table 50: Maximum Impact Fee Schedule - Fire Protection and EMS

ITE Code	Land Use	Employees	Unit of Measure	Net Fee per Unit	Adminis- tration (3%)	Total Impact Fee
Net Cost per Day/Night Person (Employee):				\$ 213.2668		
<i>Residential (200-299)</i>						
210	Single-Family Detached Housing	n/a	per dwelling	\$ 600.9593	\$ 18.0288	\$ 618.9881
220	Apartment	n/a	per dwelling	\$ 600.9593	\$ 18.0288	\$ 618.9881
230	Residential Condominium/Townhouse	n/a	per dwelling	\$ 600.9593	\$ 18.0288	\$ 618.9881
<i>Port and Terminal (000-099)</i>						
030	Truck Terminal	11.716738	per acre	\$ 2,498.7913	\$ 74.9637	\$ 2,573.7550
<i>Industrial/Agricultural (100-199)</i>						
110	General Light Industrial	0.002308	per square foot	\$ 0.4922	\$ 0.0148	\$ 0.5070
120	General Heavy Industrial	0.001829	per square foot	\$ 0.3901	\$ 0.0117	\$ 0.4018
140	Manufacturing	0.001819	per square foot	\$ 0.3879	\$ 0.0116	\$ 0.3995
150	Warehousing	0.001275	per square foot	\$ 0.2719	\$ 0.0082	\$ 0.2801
151	Mini-Warehouse	0.000044	per square foot	\$ 0.0095	\$ 0.0003	\$ 0.0098
152	High-Cube Warehouse	0.000182	per square foot	\$ 0.0388	\$ 0.0012	\$ 0.0400
<i>Lodging (300-399)</i>						
310	Hotel	0.622036	per room	\$ 132.6597	\$ 3.9798	\$ 136.6395
311	All Suites Hotel	0.710000	per room	\$ 151.4194	\$ 4.5426	\$ 155.9620
312	Business Hotel	0.100041	per room	\$ 21.3355	\$ 0.6401	\$ 21.9756
320	Motel	0.711163	per room	\$ 151.6675	\$ 4.5500	\$ 156.2175
<i>Recreational (400-499)</i>						
416	Campground/Recreational Vehicle Park	0.067000	per camp site	\$ 14.2889	\$ 0.4287	\$ 14.7176
430	Golf Course	0.245614	per acre	\$ 52.3813	\$ 1.5714	\$ 53.9527
435	Multipurpose Recreational Facility	0.500000	per acre	\$ 106.6334	\$ 3.1990	\$ 109.8324
443	Movie Theater	0.001498	per square foot	\$ 0.3194	\$ 0.0096	\$ 0.3290
460	Arena	3.333000	per acre	\$ 710.8182	\$ 21.3245	\$ 732.1427
480	Amusement Park	9.094838	per acre	\$ 1,939.6270	\$ 58.1888	\$ 1,997.8158
491	Tennis Courts	0.243888	per acre	\$ 52.0132	\$ 1.5604	\$ 53.5736
492	Racquet Club	0.000365	per square foot	\$ 0.0777	\$ 0.0023	\$ 0.0800
494	Bowling Alley	0.001000	per square foot	\$ 0.2133	\$ 0.0064	\$ 0.2197
495	Recreational Community Center	0.000840	per square foot	\$ 0.1791	\$ 0.0054	\$ 0.1845
<i>Institutional (500-599)</i>						
521	Private School (K-12)	0.008088	per square foot	\$ 1.7250	\$ 0.0518	\$ 1.7768
560	Church/Synagogue	0.000515	per square foot	\$ 0.1098	\$ 0.0033	\$ 0.1131
565	Day Care Center	0.002541	per square foot	\$ 0.5420	\$ 0.0163	\$ 0.5583
566	Cemetery	0.081425	per acre	\$ 17.3653	\$ 0.5210	\$ 17.8863
591	Lodge/Fraternal Organization	1.000000	per employee	\$ 213.2668	\$ 6.3980	\$ 219.6648
<i>Medical (600-699)</i>						
610	Hospital	0.003246	per square foot	\$ 0.6922	\$ 0.0208	\$ 0.7130
620	Nursing Home	0.647643	per bed	\$ 138.1207	\$ 4.1436	\$ 142.2643
630	Clinic	1.000000	per employee	\$ 213.2668	\$ 6.3980	\$ 219.6648

Maximum Fire Protection and EMS Impact Fee Schedule continued.

ITE Code	Land Use	Employees	Unit of Measure	Net Fee per Unit	Adminis- tration (3%)	Total Impact Fee
<i>Office (700-799)</i>						
710	General Office Building	0.003316	per square foot	\$ 0.7072	\$ 0.0212	\$ 0.7284
714	Corporate Headquarters Building	0.003401	per square foot	\$ 0.7253	\$ 0.0218	\$ 0.7471
715	Single-Tenant Office Building	0.003196	per square foot	\$ 0.6816	\$ 0.0204	\$ 0.7020
720	Medical-Dental Office Building	0.004055	per square foot	\$ 0.8648	\$ 0.0259	\$ 0.8907
760	Research and Development Center	0.002928	per square foot	\$ 0.6244	\$ 0.0187	\$ 0.6431
<i>Retail (800-899)</i>						
812	Building Materials and Lumber Store	0.001470	per square foot	\$ 0.3135	\$ 0.0094	\$ 0.3229
813	Free-Standing Discount Superstore	0.000960	per square foot	\$ 0.2047	\$ 0.0061	\$ 0.2108
814	Specialty Retail Center	0.001819	per square foot	\$ 0.3879	\$ 0.0116	\$ 0.3995
815	Free-Standing Discount Store	0.001964	per square foot	\$ 0.4188	\$ 0.0126	\$ 0.4314
816	Hardware/Paint Store	0.000964	per square foot	\$ 0.2056	\$ 0.0062	\$ 0.2118
817	Nursery (Garden Center)	0.001630	per square foot	\$ 0.3477	\$ 0.0104	\$ 0.3581
818	Nursery (Wholesale)	0.001667	per square foot	\$ 0.3554	\$ 0.0107	\$ 0.3661
820	Shopping Center	0.001670	per square foot	\$ 0.3562	\$ 0.0107	\$ 0.3669
823	Factory Outlet Center	0.001670	per square foot	\$ 0.3562	\$ 0.0107	\$ 0.3669
831	Quality Restaurant	0.007460	per square foot	\$ 1.5910	\$ 0.0477	\$ 1.6387
832	High-Turnover (Sit-Down) Restaurant	0.007460	per square foot	\$ 1.5910	\$ 0.0477	\$ 1.6387
834	Fast-Food Restaurant	0.010900	per square foot	\$ 2.3246	\$ 0.0697	\$ 2.3943
837	Quick Lubrication Vehicle Shop	2.100000	per service bay	\$ 447.8603	\$ 13.4358	\$ 461.2961
840	Auto-Care Center	0.001430	per square foot	\$ 0.3050	\$ 0.0092	\$ 0.3142
841	New Car Sales	0.001774	per square foot	\$ 0.3783	\$ 0.0113	\$ 0.3896
843	Auto Parts Store	0.000960	per square foot	\$ 0.2047	\$ 0.0061	\$ 0.2108
847	Self-Service Car Wash	0.200000	per stall	\$ 42.6534	\$ 1.2796	\$ 43.9330
848	Tire Store	0.001280	per square foot	\$ 0.2730	\$ 0.0082	\$ 0.2812
849	Wholesale Tire Store	0.001280	per square foot	\$ 0.2730	\$ 0.0082	\$ 0.2812
850	Supermarket	0.001270	per square foot	\$ 0.2708	\$ 0.0081	\$ 0.2789
851	Convenience Market (Open 24 Hours)	0.001800	per square foot	\$ 0.3839	\$ 0.0115	\$ 0.3954
852	Convenience Market (Open 15-16 Hours)	0.001750	per square foot	\$ 0.3732	\$ 0.0112	\$ 0.3844
853	Convenience Market with Gasoline Pumps	0.001800	per square foot	\$ 0.3839	\$ 0.0115	\$ 0.3954
860	Wholesale Market	0.000820	per square foot	\$ 0.1748	\$ 0.0052	\$ 0.1800
861	Discount Club	0.001298	per square foot	\$ 0.2768	\$ 0.0083	\$ 0.2851
862	Home Improvement Superstore	0.000960	per square foot	\$ 0.2047	\$ 0.0061	\$ 0.2108
863	Electronics Superstore	0.000960	per square foot	\$ 0.2047	\$ 0.0061	\$ 0.2108
870	Apparel Store	0.001670	per square foot	\$ 0.3562	\$ 0.0107	\$ 0.3669
881	Pharmacy/Drugstore	0.001670	per square foot	\$ 0.3562	\$ 0.0107	\$ 0.3669
890	Furniture Store	0.000415	per square foot	\$ 0.0885	\$ 0.0027	\$ 0.0912
<i>Services (900-999)</i>						
912	Drive-in Bank	0.003643	per square foot	\$ 0.7770	\$ 0.0233	\$ 0.8003

Notes: ITE Code means the land use code assigned in the *Trip Generation* manual published by the Institute of Transportation Engineers.

n/a - not applicable. Fee taken from the *Calculation of Housing Unit Fee* table.

"Square foot" means square foot of gross building floor area.

Parks and Recreation Services

■ Introduction

Public recreational opportunities are available in Cherokee County through a number of parks facilities operated by the Cherokee Recreation and Parks Agency (CRPA), a County department. Demand for recreational facilities is almost exclusively related to the county's resident population. Businesses make some incidental use of public parks for office events, company softball leagues, etc., but the use is minimal compared to that of the families and individuals who live in the county. Thus, the parks and recreation impact fee is limited to future residential growth.

■ Service Area

The county park system operates as part of a countywide system of parks that are located in both cities and the unincorporated area. Parks and recreational facilities are made available to the county's population without regard to the political jurisdiction within which the resident lives. In addition, the facilities are provided equally to all residents, and often used on the basis of the programs available, as opposed to proximity of the facility. For instance, children active in the little leagues play games at various locations throughout the county, based on scheduling rather than geography. Other programs are located only at certain centralized facilities, to which any Cherokee County resident can go without restriction. As a general rule, parks facilities are located throughout the county, and future facilities will continue to be located around the county so that all residents will have recreational opportunities available on an equal basis. Thus, the entire county is considered a single service area for parks & recreation services.

In addition to the county parks system, the cities of Ball Ground, Canton, Holly Springs, Nelson and Woodstock have parks and facilities owned and operated by the cities themselves. Although these city park systems receive financial support from various SPLOST programs and the current Parks Bonds, they are independent of county control and therefore not included in the County's impact fee program.

■ Level of Service and Future Needs

The County has adopted the current (2013) Level of Service for both the amount of land area in parks and other recreational facilities and for the recreation components, such as ball fields, playgrounds, tennis and basketball courts, trails, etc. Under the State Development Impact Fee Act, the County must provide the same level of service to both the existing and future residents of the county. Thus, the 2013 LOS is used to determine the additional acres of land and number of recreation components needed to equally meet the demand created by future residential growth and development.

PARK LANDS

Table 58 provides an inventory of the acreage of parks and other recreational facilities under the control of the CRPA in 2013, including both those in service and actively under construction. The total acreage of these parks divided by the current number of housing units (in thousands) in the county produces the current Level of Service (LOS) of almost 30 acres per 1,000 housing units countywide.

Table 58: Existing Park Acres & New Acres Needed

Park / Facility Name	Number of Acres
Badger Creek Park	151.00
Barnett Park	37.50
Blankets Creek Bike Trails	363.00
Buffington Park & Gym	5.00
Cherokee County Aquatic Center	37.00
Cherokee Mills Park	26.50
Cline Park	17.50
Dwight Terry Park	41.00
Field's Landing Park	280.00
Garland Mt. Horse/Hike Trails	772.00
Hickory Trails Park	34.00
Hobgood Park	83.50
J.J. Biello Park	470.00
Kenney Askew Park	13.50
Killian Property (under construction)	51.06
Lewis Park	82.00
Park Village	25.00
Recreation Center (South Annex)	8.20
Riverchase Park	9.75
Rubes Creek Park	36.38
Sequoyah Park	58.00
Union Hill Community Center	3.00
Waleska Park	27.00
Weatherby Park	25.00

Multiplying the LOS times the number of new housing units forecast to be produced by new growth and development throughout the county to the year 2030 (in thousands) produces the number of acres that are needed to serve this future residential population. As shown on Table 58, almost 2,100 acres will be needed to meet the future demand.

Total Acres:	2,656.89
	÷
2013 Housing Units:	88,725
	=
LOS - Acres per 1,000 Housing Units:	29.94522
	×
2013-2030 Housing Unit Increase:	68,909
	=
Acres Needed to Meet Future Demand:	2,063.50

Anticipating the need to serve the county’s future population, the County included funding in its current Parks Bond issues for the acquisition of additional park lands. **Table 59** shows the land acquisitions, some purchased and some donated, that will meet the future demand. All of the parks listed have been acquired and land-banked except for the ‘new park’ at the end of the list, which is not scheduled in the Parks Bond program. Some of the new parks will be developed with active recreation components, as noted on the table, while others will provide passive green space with such possible improvements as trails and leisure areas. Two of the parks (East Park and Patriot’s Park) have allocations for construction using Parks Bond proceeds.

Table 59: Park Acquisitions for Future Growth

Park / Facility Name*	Number of Acres	Development Options
East Park (Funk)**	149.32	Active
Patriots' Park (Kellogg Cr/Victory)**	33.88	Active
Dunn Property	39.00	Active
Priest Road Property	10.89	Active
Thompson Property	43.00	Active/Passive
Cherokee Veterans Park (Thacker)	141.00	Active/Passive
Hudgens Property	405.16	Passive
Rebecca Ray Park	15.00	Passive
Yellow Creek Road Property	538.36	Passive
Shoal Creek (Forestar & John Ford)	248.40	Passive
Willoughby-Sewell Property	226.59	Passive
Old Doss	45.12	Passive
New Park (To Be Acquired)	167.78	Active

Total Acres: 2,063.50

* Includes Parks Bond funded acquisitions plus additional needed acres.

** Construction planned with Parks Bond funds.

Table 60 presents the costs associated with the land acquisition projects listed on Table 59. All costs shown are the actual costs incurred by the Parks Bond program except for the ‘new park’ at the end of the list. The cost estimate for acquisition of the ‘new park’ is based on the average land acquisition costs actually experienced for all of the other parks on the list (\$15,000 per acre). All costs are in current (2013) dollars.

The table shows the amount paid for each park, which includes such associated costs as appraisals, title searches, land surveys and other legal fees. In addition, for the Parks Bond projects, the cost of bond financing (the interest paid on the bonds) is allocated to each project in proportion to its cost relative to the total for all bond projects.

Table 60: Land Acquisition Costs

Park / Facility Name	Number of Acres	Amount Paid for Property	Cost with Financing*	% for New Growth	New Growth Cost (NPV)**
East Park (Funk)**	149.32	\$ 4,602,437.20	\$ 6,433,565.69	100%	\$ 6,433,565.69
Patriots' Park (Kellogg Cr/Victory)**	33.88	\$ 2,180,829.64	\$ 3,048,495.86	100%	\$ 3,048,495.86
Dunn Property	39.00	\$ 1,592,666.45	\$ 2,226,325.70	100%	\$ 2,226,325.70
Priest Road Property	10.89	\$ 250,000.00	\$ 333,324.62	100%	\$ 333,324.62
Thompson Property	43.00	\$ 1,944,750.23	\$ 2,718,489.75	100%	\$ 2,718,489.75
Cherokee Veterans Park (Thacker)	141.00	\$ 2,894,631.07	\$ 4,046,290.77	100%	\$ 4,046,290.77
Hudgens Property	405.16	\$ -	\$ -	100%	\$ -
Rebecca Ray Park	15.00	\$ -	\$ -	100%	\$ -
Yellow Creek Road Property	538.36	\$ 1,226,608.20	\$ 1,714,627.29	100%	\$ 1,714,627.29
Shoal Creek (Forestar & John Ford)	248.40	\$ 1,563,167.11	\$ 2,185,089.74	100%	\$ 2,185,089.74
Willoughby-Sewell Property	226.59	\$ 3,339,720.68	\$ 4,668,464.00	100%	\$ 4,668,464.00
Old Doss	45.12	\$ 460,000.00	\$ 643,015.88	100%	\$ 643,015.88
New Park****	167.78	\$ 2,516,700.00	\$ 2,516,700.00	100%	\$ 2,516,700.00
Totals:	2,063.50	\$ 22,571,510.58	\$ 30,534,389.30		\$ 30,534,389.30

* Financing cost = debt service interest on Parks Bonds using a 1.3978606148 multiplier. For the Priest Road property, financed with SPLOST III and IV funding, the CPI inflation rate from 2000 is applied.

** Net Present Value for non-construction expenditures = current cost. See the Cost Adjustments Section for details.

*** Property donated at no cost.

**** Estimated acquisition cost based on average \$15,000 per acre. No bond financing assumed.

RECREATION COMPONENTS

In addition to the parks acreage Level of Service adopted by the County based on the current (2013) inventory of parks, a similar Level of Service is adopted for recreation components based on the current (2013) inventory for each component or facility.

The current inventory of components and facilities used to calculate the current LOS for each component is shown on **Table 61**. Note that other types of components may be constructed in the future in the county; the table cannot anticipate new types of recreational facilities or changes in public preferences, but the table includes all component types incorporated in the impact fee program. The current LOS figures are based on the number of housing units currently in the county as a whole (see Table 2: Housing Unit Forecasts to 2030 in the Forecasts section of this report).

Future demand is based on the increase in housing units forecast between 2013 and 2030. In the 'demanded to meet LOS' column, the table shows the future demand for recreation components based on the current LOS standard for each component. Except for building floor areas and lengths of trails, this is often a fractional figure, but is mathematically the specific amount that would be impact fee eligible.

The figures in the 'components proposed' column are rounded into 'whole' facilities to be built. As a result, some portions of various projects are not impact fee eligible to the extent that they provide

more 'capacity' than that demanded to specifically serve new growth. This is because the CRPA cannot construct only a portion of a facility, but must provide many recreation components in 'whole' numbers. For example, new growth to 2030 requires 1.51 outdoor basketball courts in order to mathematically maintain the LOS. However, 2 basketball courts will have to be built, since there is no such thing as 0.51 of a court. So 2 basketball courts will be built, and 0.49 of a court will be excess capacity; the result is that only 75.5% of the two courts will be eligible to receive impact fee funding. For any component that is rounded down (such as multi-purpose fields) the amount impact fee eligible is 100% since all of the new 'capacity' will serve new growth. Note that, although only partial funding may be available from 2013-2030 impact fee collections, the shortfall can be recouped through subsequent impact fee collections from growth beyond 2030.

Table 61: Existing Recreation Components & New Components Needed

Recreation Component	Current Inventory*	Current Level of Service**	New Components		
			Demanded To Meet LOS	Components Proposed	% Impact Fee Eligible
Administrative Offices (sq. ft.)	3,015	33.98140321	2,274	2,274	100.00%
Maintenance HQs (sq. ft.)	7,000	78.89546351	5,279	5,279	100.00%
Maintenance Yards (sq. ft.)	41,000	462.10200056	30,919	30,919	100.00%
Aquatic Center	1	0.01127078	0.75	1	75.00%
Banquet Hall	1	0.01127078	0.75	1	75.00%
Concessions w/Restrooms	12	0.13524937	9.05	10	90.50%
Gymnasium	2	0.02254156	1.51	1	100.00%
Recreation/Community Center	1	0.01127078	0.75	1	75.00%
Restrooms (stand alone)	21	0.23668639	15.84	6	100.00%
Baseball / Softball Field	37	0.41701888	27.90	28	99.64%
Basketball Court (Outdoor)	2	0.02254156	1.51	2	75.50%
Disc Golf Course	1	0.01127078	0.75	1	75.00%
Grass Event Lawn	1	0.01127078	0.75	1	75.00%
Fishing / Boat Ramp	2	0.02254156	1.51	2	75.50%
In-Line Hockey Rink	1	0.01127078	0.75	1	75.00%
Multi-Purpose Field	24	0.27049873	18.10	18	100.00%
Outdoor Classroom	1	0.01127078	0.75	1	75.00%
Picnic Area / Pavilion	32	0.36066498	24.13	24	100.00%
Playground	17	0.19160327	12.82	13	98.62%
Splash Pad	1	0.01127078	0.75	1	75.00%
Tennis Court	20	0.22541561	15.08	16	94.25%
Volleyball Court	1	0.01127078	0.75	1	75.00%
Soft Trails (miles)***	32	0.35841082	23.98	23.98	100.00%
Paved Pedestrian Trails (miles)	2	0.02209073	1.48	1.48	100.00%

2013 Housing Units = = 2013-2030 Housing Unit Increase

* Inventory includes amenities funded with Parks Bond currently under construction (Killian Property).

** Level of Service per 1,000 housing units.

*** Includes equestrian, mountain bike and unpaved pedestrian trails.

The next table, **Table 62**, lays out the costs to be incurred to provide the recreation components and facilities proposed on Table 61. The estimated average cost of constructing each component is shown in the 'net cost per unit' column, which is then increased to provide for a contingency and for professional architectural and engineering services to undertake the project (shown in the 'gross cost per unit' column). The gross cost times the number of units (square feet of floor area, number of recreational facilities or miles of trail) yields the 'total cost' for each component.

As noted above, some components have been rounded up to reflect the fact that only 'whole' facilities will actually be built. Figures in the '% impact fee eligible' column reflect these partial funding eligibilities, and result in the 'new growth share' of the total cost.

Table 62: Future Recreation Component Costs

Recreation Component	Components Proposed	Net Cost per Unit	Gross Cost per Unit*	Total Cost	% Impact Fee Eligible	New Growth Share (2014-30)	Net Present Value**
Administrative Offices***	2,274	n/a					
Maintenance HQs (sq. ft.)	5,279	\$ 100.00	\$ 122.00	\$ 644,038.00	100.00%	\$ 644,038.00	\$ 752,034.23
Maintenance Yards (sq. ft.)	30,919	\$ 3.00	\$ 3.66	\$ 113,163.54	100.00%	\$ 113,163.54	\$ 132,139.49
Combined Rec / Aquatic Center	1	\$ 16,000,000	\$ 19,520,000	\$ 19,520,000.00	75.00%	\$ 14,640,000.00	\$ 17,297,724.26
Banquet Hall	1	\$ 750,000	\$ 915,000	\$ 915,000.00	75.00%	\$ 686,250.00	\$ 810,830.82
Concessions w/Restrooms	10	\$ 250,000	\$ 305,000	\$ 3,050,000.00	90.50%	\$ 2,760,250.00	\$ 3,261,341.76
Gymnasium***	1	n/a					
Recreation/Community Ctr***	1	n/a					
Restrooms (stand alone)	6	\$ 100,000	\$ 122,000	\$ 732,000.00	100.00%	\$ 732,000.00	\$ 864,886.21
Baseball / Softball Field	28	\$ 250,000	\$ 305,000	\$ 8,540,000.00	99.64%	\$ 8,509,500.00	\$ 10,054,302.22
Basketball Court (Outdoor)	2	\$ 20,000	\$ 24,400	\$ 48,800.00	75.50%	\$ 36,844.00	\$ 43,532.61
Disc Golf Course	1	\$ 50,000	\$ 61,000	\$ 61,000.00	75.00%	\$ 45,750.00	\$ 54,055.39
Grass Event Lawn	1	\$ 250,000	\$ 305,000	\$ 305,000.00	75.00%	\$ 228,750.00	\$ 270,276.94
Fishing / Boat Ramp	2	\$ 200,000	\$ 244,000	\$ 488,000.00	75.50%	\$ 368,440.00	\$ 435,326.06
In-Line Hockey Rink	1	\$ 125,000	\$ 152,500	\$ 152,500.00	75.00%	\$ 114,375.00	\$ 135,138.47
Multi-Purpose Field	18	\$ 300,000	\$ 366,000	\$ 6,588,000.00	100.00%	\$ 6,588,000.00	\$ 7,783,975.92
Outdoor Classroom	1	\$ 5,000	\$ 6,100	\$ 6,100.00	75.00%	\$ 4,575.00	\$ 5,405.54
Picnic Area / Pavilion	24	\$ 40,000	\$ 48,800	\$ 1,171,200.00	100.00%	\$ 1,171,200.00	\$ 1,383,817.94
Playground	13	\$ 75,000	\$ 91,500	\$ 1,189,500.00	98.62%	\$ 1,173,030.00	\$ 1,385,980.16
Splash Pad	1	\$ 300,000	\$ 366,000	\$ 366,000.00	75.00%	\$ 274,500.00	\$ 324,332.33
Tennis Court	16	\$ 50,000	\$ 61,000	\$ 976,000.00	94.25%	\$ 919,880.00	\$ 1,086,873.67
Volleyball Court	1	\$ 25,000	\$ 30,500	\$ 30,500.00	75.00%	\$ 22,875.00	\$ 27,027.69
Soft Trails (miles)	23.98	\$ 35,000	\$ 42,700	\$ 1,023,946.00	100.00%	\$ 1,023,946.00	\$ 1,209,831.66
Paved Pedestrian Trails (miles)	1.48	\$ 200,000	\$ 244,000	\$ 361,120.00	100.00%	\$ 361,120.00	\$ 426,677.20
				Totals:			
				\$ 46,281,867.54		\$ 40,418,486.54	\$ 47,745,510.58

* Includes contingency at 15% and architectural/engineering services at 7%.

** Construction dates vary. NPV based on BCI or CCI as appropriate, in an average construction year of 2022. Discount rate = 10-year average CPI. See the Cost Adjustments Section for details.

*** Included in Combined Recreation / Aquatic Center.

The Net Present Value of the new growth share figures are calculated by increasing the current estimated costs using the ENR's building cost and construction cost inflation rates, as applicable, and then discounting these future amounts back to 2013 using the 10-year average CPI. This approach is explained in detail in the Cost Adjustments section of this report.

■ Credits

PARK BONDS CREDITS

A number of impact fee-eligible projects are included for funding in the County’s Parks Bond issues. These projects are shown on **Table 63** along with the impact fee eligible ‘total cost’ of each project. The total cost figures include the actual cost of each project and the ‘financing cost’ (the interest on the bond payments included in the debt service). More information on the bonds and debt service payments is available in the Cost Adjustments and Credits section of this report.

Table 63: Impact Fee Projects with Parks Bond Financing

Parks Bond Project	Acres/Units	Amount Paid for			Cost Total	Cost
		Property	Financing			
Park Land Acquisitions						
East Park (Funk)**	149.32	\$ 4,602,437.20	\$ 1,831,128.49		\$ 6,433,565.69	
Patriots' Park (Kellogg Cr/Victory)**	33.88	\$ 2,180,829.64	\$ 867,666.22		\$ 3,048,495.86	
Dunn Property	39.00	\$ 1,592,666.45	\$ 633,659.25		\$ 2,226,325.70	
Thompson Property	43.00	\$ 1,944,750.23	\$ 773,739.52		\$ 2,718,489.75	
Cherokee Veterans Park (Thacker)	141.00	\$ 2,894,631.07	\$ 1,151,659.70		\$ 4,046,290.77	
Yellow Creek Road Property	538.36	\$ 1,226,608.20	\$ 488,019.09		\$ 1,714,627.29	
Shoal Creek (Forestar & John Ford)	248.40	\$ 1,563,167.11	\$ 621,922.63		\$ 2,185,089.74	
Willoughby-Sewell Property	226.59	\$ 3,339,720.68	\$ 1,328,743.32		\$ 4,668,464.00	
Old Doss	45.12	\$ 460,000.00	\$ 183,015.88		\$ 643,015.88	
Recreation Components*						
Concessions	1	\$ 250,000	\$ 99,465.15		\$ 349,465.15	
Restrooms	1	\$ 100,000	\$ 39,786.06		\$ 139,786.06	
Baseball / Softball Field	5	\$ 1,250,000	\$ 497,325.77		\$ 1,747,325.77	
Total with Parks Bond Funding:		\$ 21,404,810.58	\$ 8,516,131.10		\$ 29,920,941.67	
Total Amount of Parks Bonds:		\$ 67,177,000.00	\$ 26,727,082.52		\$ 93,904,082.52	
Percent Impact Fee Eligible:		31.8633%	31.8633%		31.8633%	

* Killian Property.

The next table presents the calculation of a credit against impact fees that would otherwise be paid by new growth and development. Because new residential growth and development would pay an impact fee for park and recreation improvements as housing units are issued building permits, and those same new residences would be assessed a portion of their annual property taxes to finance some of those same park and recreation improvements, a credit against the impact fees must be granted in order to avoid this double taxation situation.

Calculation of the parks bond credit is shown on **Table 64**. The 'residential portion' reflects the revenue generated by the residential tax base in the county; the figures are taken from Table 27. These annual amounts, when multiplied times the 'percent impact fee eligible' from Table 63, produces the amount that will be paid by new residential growth for the park lands and recreation components funded by the bonds and included in the impact fee program.

Although the County's parks and recreation system serves the county as a whole, impact fees for park lands and recreation components are collected only from new growth and development in the unincorporated area. Since the credit is intended to avoid double taxation, it accrues only to such new growth that pays impact fees, and therefore does not apply to growth in the cities. This final credit calculation is shown at the bottom of the table; the percentage of new growth in the unincorporated area covers the 2014-2029 payout period for the bonds.

Table 64: Credit for Parks Bond Revenue from New Growth

Year	Total Debt Service:		Percent Impact Fee Eligible:	Amount Impact Fee Eligible
	Parks Bonds	Residential Portion		
2014	\$ 1,085,234.90	\$ 752,820.45	31.8633%	\$ 239,873.46
2015	\$ 4,717,962.50	\$ 3,288,905.28	31.8633%	\$ 1,047,953.83
2016	\$ 5,027,471.88	\$ 3,537,051.05	31.8633%	\$ 1,127,021.27
2017	\$ 5,173,892.76	\$ 3,637,429.32	31.8633%	\$ 1,159,005.10
2018	\$ 5,282,680.12	\$ 3,731,403.11	31.8633%	\$ 1,188,948.25
2019	\$ 4,852,287.12	\$ 3,426,438.60	31.8633%	\$ 1,091,776.49
2020	\$ 4,849,185.62	\$ 3,422,703.73	31.8633%	\$ 1,090,586.44
2021	\$ 4,851,741.87	\$ 3,422,555.32	31.8633%	\$ 1,090,539.15
2022	\$ 4,852,517.12	\$ 3,420,672.44	31.8633%	\$ 1,089,939.20
2023	\$ 4,851,117.42	\$ 3,416,877.73	31.8633%	\$ 1,088,730.08
2024	\$ 4,852,514.62	\$ 3,414,671.24	31.8633%	\$ 1,088,027.02
2025	\$ 4,852,320.42	\$ 3,410,881.05	31.8633%	\$ 1,086,819.34
2026	\$ 4,855,875.62	\$ 3,409,534.31	31.8633%	\$ 1,086,390.22
2027	\$ 4,852,929.62	\$ 3,403,145.02	31.8633%	\$ 1,084,354.38
2028	\$ 4,853,155.12	\$ 3,398,693.70	31.8633%	\$ 1,082,936.05
2029	\$ 4,858,284.81	\$ 3,397,385.41	31.8633%	\$ 1,082,519.18
<hr/>				
	\$ 74,669,171.52	\$ 52,491,167.76		\$ 16,725,419.45
			Percent of New Growth in Unincorporated Area:	× 52.8275%
			Credit for Unincorporated Area Residents:	= \$ 8,835,614.45

PROPERTY TAX CREDIT CALCULATION

There is also a property tax credit calculation that is carried out for this public facility category. In **Table 65** the anticipated property tax contribution from new growth towards the cost to complete future capital facility projects is calculated. The tax base information is taken from Table 16, and the annual funding requirement is derived from Table 62 (the 'total cost' minus the total 'new growth share' spread out evenly over the 2014-2030 period). The funding requirement for developed components is the portion of the capital projects that are not impact fee eligible at this time; here these are assumed to be funded through the general fund, rather than SPLOST or bonds. The millage rate is simply the rate required to meet the annual funding requirement with the given tax digest value. The contribution from new growth is the millage rate multiplied by the residential added value (from Table 14). (Residential added value is used, rather than total added value, since the impact fee for parks & recreation services will only be levied against residential growth.)

Table 65: New Growth Contribution Through Property Taxes

Year	Tax Digest (NPV)*	Annual Funding Requirement	Millage Rate	Residential Added Value*	Contribution from New Growth
2014	\$ 6,192,664,577	\$ 344,904.76	0.0556957	\$ 282,360,712	\$ 15,726.28
2015	\$ 6,453,461,834	\$ 344,904.76	0.0534449	\$ 555,977,875	\$ 29,714.19
2016	\$ 6,705,541,548	\$ 344,904.76	0.0514358	\$ 820,668,643	\$ 42,211.73
2017	\$ 6,948,454,723	\$ 344,904.76	0.0496376	\$ 1,076,009,751	\$ 53,410.56
2018	\$ 7,181,863,292	\$ 344,904.76	0.0480244	\$ 1,321,894,630	\$ 63,483.21
2019	\$ 7,405,282,936	\$ 344,904.76	0.0465755	\$ 1,557,983,903	\$ 72,563.88
2020	\$ 7,618,645,284	\$ 344,904.76	0.0452711	\$ 1,784,111,640	\$ 80,768.77
2021	\$ 7,821,040,033	\$ 344,904.76	0.0440996	\$ 2,000,083,143	\$ 88,202.87
2022	\$ 8,012,943,437	\$ 344,904.76	0.0430435	\$ 2,205,800,512	\$ 94,945.27
2023	\$ 8,193,616,686	\$ 344,904.76	0.0420943	\$ 2,401,076,555	\$ 101,071.70
2024	\$ 8,363,031,503	\$ 344,904.76	0.0412416	\$ 2,585,934,592	\$ 106,648.07
2025	\$ 8,520,844,519	\$ 344,904.76	0.0404778	\$ 2,760,135,469	\$ 111,724.12
2026	\$ 8,666,901,206	\$ 344,904.76	0.0397956	\$ 2,923,703,990	\$ 116,350.63
2027	\$ 8,801,315,215	\$ 344,904.76	0.0391879	\$ 3,076,578,044	\$ 120,564.53
2028	\$ 8,923,774,717	\$ 344,904.76	0.0386501	\$ 3,218,777,258	\$ 124,406.06
2029	\$ 9,034,292,614	\$ 344,904.76	0.0381773	\$ 3,350,292,075	\$ 127,905.06
2030	\$ 9,132,674,320	\$ 344,904.76	0.0377660	\$ 3,471,087,898	\$ 131,089.18
		\$ 5,863,381.00			
				Total New Growth Contribution:	\$ 1,480,786.12
					×
				Percent of New Growth in Unincorporated Area:	51.4040%
					=
				Credit for Unincorporated Area Residents:	\$ 761,183.67

* See Tax Digest Forecasts Section of this report.

Like the parks bond credit, the property tax credit only applies to new residential growth and development in the unincorporated area, since the credit is only needed to avoid double taxation that would result from those actually paying the parks and recreation services impact fee. Unlike the parks bond credit, the property tax credit covers the full 2013-2030 impact fee program period.

■ **Cost Impact of New Growth**

Table 66 summarizes the combined costs to provide the adopted level of service to the future population. The system improvement costs for park acres and recreation components are adjusted here to reflect the applicable credits for future payments on the parks bond debt service and property taxes by new growth and development. The final figure in this table is the adjusted net 'new growth cost' that remains impact fee eligible.

Table 66: Net Costs to Serve New Growth

Description	Total
Park Lands	\$ 30,534,389.30
Recreation Components	\$ 47,745,510.58
Subtotal:	\$ 78,279,899.88
Less: Priest Rd Credit	\$ (333,324.62)
Less: Parks Bond Credit	\$ (8,835,614.45)
Less: Property Tax Credit	\$ (761,183.67)
Net New Growth Cost	\$ 68,349,777.14

*Parks Bond credits are for 2014-29 revenue.

Using the net new growth cost figure from Table 66, the impact cost per housing unit is calculated by dividing the 'net new growth cost' by the increase in housing units forecast between 2013 and 2030.

Table 67: Impact Cost Calculation

Net New Growth Cost	New Housing Units (2013-30)	Impact COST per Housing Unit
\$68,349,777.14	68,909	\$991.88

■ **Impact Fee for Parks and Recreation**

The 'impact cost per housing unit' shown on Table 67 establishes the maximum amount that could be charged as an impact fee specifically for capital improvements for the parks and recreation public facility category for each new single-family detached, apartment or condominium housing unit to be built in the county. This amount is increased by 3% (as allowed by the State Development Impact Fee Act)¹¹ to cover the County's administrative costs. Parks and recreation impact fees are collected from residential development only.

Table 68: Maximum Impact Fee Schedule - Parks and Recreation

CODE*	LAND USE	Unit of Measure	Fee per Unit	Adminis- tration (3%)	Total Impact Fee
210	Single-Family Detached Housing	dwelling	\$ 991.88	\$ 29.76	\$ 1,021.64
220	Apartment	dwelling	\$ 991.88	\$ 29.76	\$ 1,021.64
230	Residential Condominium/Townhouse	dwelling	\$ 991.88	\$ 29.76	\$ 1,021.64

* Land Use Code from ITE's *Traffic Generation* manual, 7th Edition.

The table above sets out the maximum fees by land use category that could be charged under the State law. The figures under the 'fee per unit' column are transferred to the Parks & Recreation column of the Summary Maximum Impact Fee Schedule, while the fee for administration is included under the Administration column of the Summary Maximum Impact Fee Schedule along with all other administrative fees related to the various public facility categories.

¹¹ See the 'Other Fees and Charges' section at the end of this report for details.

Library Services

■ Introduction

Library services in Cherokee County are provided through the Sequoyah Regional Library System that also provides library services to Pickens and Gilmer Counties. Cherokee County's libraries are operated and maintained by financial contributions specifically from Cherokee County, with some limited assistance from the State of Georgia for new construction. The Cherokee library system provides services to all residents of Cherokee County through a variety of information and materials, facilities and programs. The library system serves all persons on an equal basis in meeting their educational, recreational, civic, economic and spiritual needs.

Demand for library services is almost exclusively related to the county's resident population. Businesses make some use of public libraries for research purposes, but the use is incidental compared to that of the families and individuals who live in the county. Thus, a library services system impact fee is limited to future residential growth.

■ Service Area

Materials, facilities and services of the Cherokee County libraries are equally available to the County's population. The entire county is considered a single service district for library services. An improvement in any part of the county increases service to all parts of the county to some extent.

Table 29: Inventory of Library Facilities - 2013

Facility	Square Feet	Collection Materials*
R.T. Jones	31,100	40,370
Ball Ground	9,000	15,289
Woodstock	10,000	17,304
Rose Creek	10,000	18,980
Hickory Flat	21,407	26,272
Courthouse Law Library	2,443	-
	83,950	118,215

An inventory of Cherokee County libraries and the collection materials they contain is shown on Table 29. Note that collection materials, which include bound volumes, videos, e-books and the like, must have a shelf life of 10 years or more to be impact fee eligible. Thus, children's books (which are worn out more quickly) and reference materials (which go out of date) are not included in the inventory of collection materials for impact fee calculations.

*Excludes children's and reference materials.

■ Level of Service

The year 2013 Level of Service (LOS) is determined by the inventory of the existing library facilities and collection materials, as shown on Table 29. Level of Service calculations, shown on **Table 30**, show the number of collection materials and square feet of library space per housing unit that serve the current residents of Cherokee County.

Table 30: Current Level of Service Calculation

Existing Square Feet	Year 2013 Housing Units	Square Feet per Housing Unit
83,950	88,725	0.9462

Existing Collection Materials	Year 2013 Housing Units	Collection Materials per Housing Unit
118,215	88,725	1.3324

■ **Forecasts for Service Area**

FUTURE DEMAND

The County has adopted a Level of Service for library facilities based on the current LOS in facility space and collection materials. There is, therefore, no existing deficiency since the current facilities and materials serve the existing population. In **Table 31**, the facility space and collection materials LOS figures from Table 30 are used to calculate future demand in square feet and collection volumes that will be needed to maintain the LOS to the year 2030. The additional number of forecasted housing units to the year 2030 is multiplied by the Level of Service to produce the future demand figures. Based on the adopted LOS, future growth will demand 65,200 additional square feet of library space by the year 2030 in order to maintain the adopted LOS. In addition, 91,813 collection materials will need to be added to serve new growth to 2030. (Ultimately, additional collection materials will need to be acquired in order to account for future collection material discards, which will be discussed later.)

Table 31: Future Demand Calculation

Square Feet per Housing Unit	Number of New Housing Units (2013-30)	SF Demanded by New Growth
0.9462	68,909	65,200

Collection Materials per Housing Unit	Number of New Housing Units (2013-30)	Collection Materials Demanded
1.3324	68,909	91,813

Table 32 presents the facility space proposed to meet the 2030 demand in an annual format. Three proposed libraries—the Waleska, Southeast Area and Northwest Area libraries—are already proposed, and the Waleska and Southwest facilities are already included on the State Library Construction Funding list for future funding assistance. The remaining square footage needed to meet the adopted Level of Service to 2030 would, most likely, be included within a larger facility proposed in the post-2030 period and carried over into a future impact fee funding period.

Table 32: Future Library Facility Projects

Year	New Housing Units	SF Demanded (annual)	Running Total: SF Demanded	Project	Net New Square Footage
2014	3,903	3,693	3,693		
2015	3,958	3,745	7,438		
2016	4,008	3,792	11,230		
2017	4,049	3,831	15,061	Waleska Area Facility	15,000
2018	4,085	3,865	18,926		
2019	4,112	3,891	22,817		
2020	4,132	3,910	26,727		
2021	4,144	3,921	30,648		
2022	4,149	3,926	34,574	Southwest Area Facility	20,000
2023	4,145	3,922	38,496		
2024	4,135	3,912	42,408		
2025	4,114	3,893	46,301		
2026	4,086	3,866	50,167	Northeast Area Facility	18,000
2027	4,049	3,831	53,998		
2028	4,004	3,789	57,787		
2029	3,950	3,737	61,524	Future Facility or Expansion	12,200
2030	3,886	3,677	65,201		
Total to Meet New Growth Demand:					65,200

Table 33 presents the figures for collection material demand. Materials demanded by new growth are calculated in the first three columns. Note that the 'materials demanded (annual)' column represents the number of materials that must be purchased each year (on average) in order to meet new growth's demand.

Table 33: Future Collection Materials Demanded

Year	New Growth Demand			Plus Discarded Materials	Total Materials Needed (annual)
	New Housing Units	Materials Demanded (annual)	Running Total		
2014	3,903	5,200	5,200	468	5,668
2015	3,958	5,274	10,474	475	5,749
2016	4,008	5,340	15,814	481	5,821
2017	4,049	5,395	21,209	486	5,881
2018	4,085	5,443	26,652	490	5,933
2019	4,112	5,479	32,130	493	5,972
2020	4,132	5,505	37,636	495	6,000
2021	4,144	5,521	43,157	497	6,018
2022	4,149	5,528	48,685	498	6,026
2023	4,145	5,523	54,208	497	6,020
2024	4,135	5,509	59,717	496	6,005
2025	4,114	5,481	65,198	493	5,974
2026	4,086	5,444	70,643	490	5,934
2027	4,049	5,395	76,037	486	5,881
2028	4,004	5,335	81,372	480	5,815
2029	3,950	5,263	86,635	474	5,737
2030	3,886	5,178	91,813	466	5,644
		91,813		8,265	100,078
				Total to Meet New Growth Demand:	91,813
				Percent of Total to be Acquired:	91.74%

For collection materials the number of new items demanded by new growth that will be retained for at least 10 years is increased by an anticipated discard rate of 9.0% for "weeded" materials. This rate represents the number of materials required to meet the demand, as well as those "weeded" from the collection in a normal year that need to be replaced. By including the weeded materials, the resulting 'total materials needed (annual)' reflects the total number of items required annually to maintain the LOS once these non-impact fee eligible materials are discarded. 91,813 new materials will be needed to meet the demand of new growth to the year 2030; a total of 100,078 items will need to be purchased to maintain the level of service for both new and existing residents and to account for discarded materials (91,813 items for new growth, plus 8,265 items to account for discarded materials).

FUTURE COSTS

The building floor area and new collection materials needed to serve new growth identified in Table 32 and Table 33 are used to calculate the future cost to meet service demand, as shown in Table 34 and Table 35. The costs are shown in current (2013) dollars (i.e., Net Present Value, as discussed in the Cost Adjustments Section of this report). Library facility construction cost is based on estimates from the State Library Construction Funding list for the Waleska and Southwest Area facilities, and estimated costs of comparable facilities for the Northeast Area and future facilities.

Table 34: Facility Costs to Meet Future Demand

Year	Project	Square Footage	Gross Cost*	State Aid**	Net Total Cost	% for New Growth	New Growth Cost	Net Present Value***
2017	Waleska Area Facility	15,000	\$ 4,307,000	\$ 2,000,000	\$ 2,307,000	100.00%	\$ 2,307,000	\$ 2,471,555
2022	Southwest Area Facility	20,000	\$ 5,743,000	\$ 2,000,000	\$ 3,743,000	100.00%	\$ 3,743,000	\$ 4,370,649
2026	Northeast Area Facility	18,000	\$ 5,168,700	\$ 2,000,000	\$ 3,168,700	100.00%	\$ 3,168,700	\$ 3,963,966
2029	Future Facility or Expansion	12,200	\$ 3,503,230	\$ 2,000,000	\$ 1,503,230	100.00%	\$ 1,503,230	\$ 1,980,233
		65,200	\$18,721,930	\$ 8,000,000	\$10,721,930		\$ 10,721,930	\$ 12,786,404

* Project costs for Northeast and future facilities based on per-square-foot costs for Waleska and Southwest facilities, from State funding list.

** State Aid for Northeast and future facilities based on historic State funding for similar facilities.

*** Based on BCI inflator, discounted by CPI. See Cost Adjustments Section.

In **Table 35** collection materials costs are estimated at \$17.56 per item based on recent purchases by the library system. The percentage of the cost attributable to new growth in each year is based on the percentage of total items demanded that are attributable to new growth's demand (drawn from Table 33).

Table 35: Collection Materials Costs to Meet Future Demand

Year	Needed (annual)	Gross Cost*	% for New Growth	New Growth Cost (NPV)
2013	0			
2014	5,668	\$ 99,534.66	91.74%	\$ 91,314.50
2015	5,749	\$ 100,944.39	91.74%	\$ 92,607.81
2016	5,821	\$ 102,219.57	91.74%	\$ 93,777.68
2017	5,881	\$ 103,266.63	91.74%	\$ 94,738.27
2018	5,933	\$ 104,179.15	91.74%	\$ 95,575.42
2019	5,972	\$ 104,863.53	91.74%	\$ 96,203.29
2020	6,000	\$ 105,366.58	91.74%	\$ 96,664.79
2021	6,018	\$ 105,682.46	91.74%	\$ 96,954.58
2022	6,026	\$ 105,817.00	91.74%	\$ 97,078.01
2023	6,020	\$ 105,705.86	91.74%	\$ 96,976.05
2024	6,005	\$ 105,454.33	91.74%	\$ 96,745.29
2025	5,974	\$ 104,910.32	91.74%	\$ 96,246.21
2026	5,934	\$ 104,202.54	91.74%	\$ 95,596.88
2027	5,881	\$ 103,266.63	91.74%	\$ 94,738.27
2028	5,815	\$ 102,108.43	91.74%	\$ 93,675.71
2029	5,737	\$ 100,739.66	91.74%	\$ 92,419.98
2030	5,644	\$ 99,101.80	91.74%	\$ 90,917.39
100,078		\$ 1,757,363.55		\$ 1,612,230.13

*Cost is based on average unit cost of \$17.56 per item.

■ Credits

Under certain circumstances, future residents pay for capital improvements needed to serve them through an impact fee when a building permit is issued, and again through subsequent tax levies that pay for the same improvements. To avoid this 'double taxation,' credits are subtracted from the impact fees in compensation so that new growth pays its 'fair share' only once.

SPLOST CREDITS

Credit for SPLOST taxes paid by new growth and development apply only to revenue that is expected to be generated in 2014 and beyond. Both the 2001 SPLOST IV and the 2006 SPLOST V have closed out, so revenue from future growth will generate revenue only for the current 2012

SPLOST VI. **Table 36** shows the credit calculations. The 'collections from new growth' figures come from Table 20 in the Cost Adjustments and Credits section of this report, while the percent applicable for libraries is drawn from Table 21.

In practice, impact fees for the countywide library system are collected only from new growth and development in the unincorporated area. Since the credit is intended to avoid double taxation, it accrues only to such new growth that pays impact fees, and therefore exclusive of growth in the cities.

Table 36: Credit for SPLOST VI Collections from New Growth

Year	Collections from New Growth	% of Collections for Libraries	Credit for SPLOST Collections	Net Present Value*
2014	\$ 2,680,237.87	1.35%	\$ 36,123.70	\$ 35,315.57
2015	\$ 3,993,455.94	1.35%	\$ 53,822.99	\$ 51,441.76
2016	\$ 5,267,788.10	1.35%	\$ 70,998.18	\$ 66,339.04
2017	\$ 6,502,486.90	1.35%	\$ 87,639.19	\$ 80,056.08
2018	\$ 4,325,639.47	1.35%	\$ 58,300.09	\$ 52,064.20
Total New Growth Contribution:			\$ 306,884.15	\$ 285,216.66
			×	×
Percent of New Growth in Unincorporated Area:			51.4040%	51.4040%
			=	=
Credit for Unincorporated Area Residents:			\$ 157,750.81	\$ 146,612.84

* Future cost discounted by CPI inflation rate.

PROPERTY TAX CREDIT CALCULATION

There is a special credit calculation that is carried out for this public facility category for property tax contributions that new growth and development will pay toward non-impact fee eligible collection materials (the replacements for 'weeded' materials). In **Table 37** the anticipated property tax contribution from new growth towards the cost of collection materials is calculated. The tax base information is taken from Table 16, and the annual funding requirement is drawn from Table 35. The funding requirement for library collection materials is the portion of the capital expenditures that are not impact fee eligible; here these are assumed to be funded through the general fund, rather than SPLOST.

The millage rate is simply the rate required to meet the annual funding requirement with the given tax digest value. The contribution from new growth is the millage rate multiplied by the residential added value shown in Table 14. (Residential added value is used, rather than total added value, since the impact fee for library services will only be levied against residential growth.) Note that no new or special taxes are anticipated to be levied for collection materials. The millage rate shown is the portion of the County tax rate that would finance the additional, non-impact fee eligible collection materials.

Table 37: New Growth Contribution Through Property Taxes

Year	Total Tax Digest (NPV)	Annual Funding Requirement*	Millage Rate	Residential Added Value**	Contribution from New Growth
2014	\$ 6,192,664,577	\$8,220	0.0013274	\$ 282,360,712	\$ 374.81
2015	\$ 6,453,461,834	\$8,337	0.0012918	\$ 555,977,875	\$ 718.21
2016	\$ 6,705,541,548	\$8,442	0.0012589	\$ 820,668,643	\$ 1,033.18
2017	\$ 6,948,454,723	\$8,528	0.0012274	\$ 1,076,009,751	\$ 1,320.67
2018	\$ 7,181,863,292	\$8,604	0.0011980	\$ 1,321,894,630	\$ 1,583.60
2019	\$ 7,405,282,936	\$8,660	0.0011695	\$ 1,557,983,903	\$ 1,822.01
2020	\$ 7,618,645,284	\$8,702	0.0011422	\$ 1,784,111,640	\$ 2,037.76
2021	\$ 7,821,040,033	\$8,728	0.0011159	\$ 2,000,083,143	\$ 2,231.99
2022	\$ 8,012,943,437	\$8,739	0.0010906	\$ 2,205,800,512	\$ 2,405.67
2023	\$ 8,193,616,686	\$8,730	0.0010654	\$ 2,401,076,555	\$ 2,558.20
2024	\$ 8,363,031,503	\$8,709	0.0010414	\$ 2,585,934,592	\$ 2,692.92
2025	\$ 8,520,844,519	\$8,664	0.0010168	\$ 2,760,135,469	\$ 2,806.54
2026	\$ 8,666,901,206	\$8,606	0.0009929	\$ 2,923,703,990	\$ 2,903.05
2027	\$ 8,801,315,215	\$8,528	0.0009690	\$ 3,076,578,044	\$ 2,981.16
2028	\$ 8,923,774,717	\$8,433	0.0009450	\$ 3,218,777,258	\$ 3,041.65
2029	\$ 9,034,292,614	\$8,320	0.0009209	\$ 3,350,292,075	\$ 3,085.28
2030	\$ 9,132,674,320	\$8,184	0.0008962	\$ 3,471,087,898	\$ 3,110.68
Total New Growth Contribution:					\$ 36,707.39
Percent of New Growth in Unincorporated Area:					51.4040%
Credit for Unincorporated Area Residents:					\$ 18,869.08

* Portion of new collection materials not impact fee eligible.

** Residential value added figures are Net Present Value; see Tax Base Forecasts section of this report .

In the same manner as applied to the SPLOST credit, the credit for contributions through property taxes is assigned exclusively to residents of the unincorporated area since no impact fees for the County library system are collected by the cities.

■ **Cost Impact of New Growth**

Table 38 summarizes the combined costs to provide the adopted LOS to the future population. The system improvement costs for library facility space and collection materials are adjusted here to reflect the applicable SPLOST credit (from Table 36) as well as the property tax credit (from Table 37). The final figure in this table is the adjusted 'net new growth cost,' which represents the cost to Cherokee County to maintain its current Level of Service for all residents as new growth and development occurs, exclusive of SPLOST and property taxes that will be collected from new growth in the years ahead to pay for the same facilities and library materials.

Table 38: Net Costs to Serve New Growth

Description	Total
New Facilities	\$ 12,786,403.64
Collection Materials	\$ 1,612,230.13
Subtotal:	\$ 14,398,633.77
Less: SPLOST VI Credit*	\$ (157,750.80)
Less: Property Tax Credit	\$ (18,869.08)
Net New Growth Cost	\$ 14,222,013.89

*SPLOST VI credits are for 2014-18 revenue.

Using the net new growth cost figure from Table 38, the impact cost per housing unit is calculated by dividing the 'net new growth cost' by the increase in housing units forecast between 2013 and 2030.

Table 39: Impact Cost Calculation

Net New Growth Cost	New Housing Units (2013-30)	Impact COST per Housing Unit
\$14,222,013.89	68,909	\$206.39

■ Impact Fee for Library Services

The 'impact cost per housing unit' shown on Table 39 establishes the maximum amount that could be charged as an impact fee specifically for capital improvements for the library system for each new single-family detached, apartment or condominium housing unit to be built in the county. This amount is increased by 3% (as allowed by the State Development Impact Fee Act)⁷ to cover the County's administrative costs.

The following table sets out the maximum fees by land use category that could be charged under the State law. The figures under the 'fee per unit' column are transferred to the Library column of the Summary Maximum Impact Fee Schedule, while the fee for administration is included under the Administration column of the Summary Maximum Impact Fee Schedule along with all other administrative fees related to the various public facility categories.

Table 40: Maximum Impact Fee Schedule - Library Services

CODE*	LAND USE	Unit of Measure	Fee per Unit	Adminis- tration (3%)	Total Impact Fee
210	Single-Family Detached Housing	dwelling	\$ 206.39	\$ 6.19	\$ 212.58
220	Apartment	dwelling	\$ 206.39	\$ 6.19	\$ 212.58
230	Residential Condominium/Townhouse	dwelling	\$ 206.39	\$ 6.19	\$ 212.58

*Land Use Code from ITE's Traffic Generation Manual.

⁷ See the 'Other Fees and Charges' section at the end of this report for details.

Sheriff's Patrol

■ Introduction

The Cherokee County Sheriff's Patrol category focuses on the law enforcement activities of the Department and includes the Uniform Patrol Division and the Criminal Investigations Division (CID). These Divisions provide primary law enforcement throughout the unincorporated county, as well as back up and supplemental services within all the incorporated areas.

■ Service Area

The unincorporated county is considered a single service area for the provision of primary law enforcement services by the Uniform Patrol Division and the Criminal Investigations Division, because all residents and employees in this area of the county have equal access to the benefits of the program.

Table 51: Inventory of Sheriff's Patrol Space

Name	Location	Square Footage
CID	7545 Main St. Woodstock	11,524
K-9	1085 Marietta Hwy	1,040
Waleska	Fire Station 12	2,055
Ballground	Fire Station 21	2,055
Free Home	Fire Station 4	2,055
Hickory Flat	Fire Station 23	2,055
Bridge Mill	Fire Station 22	2,055
Oak Grove	Fire Station 19	3,360
Total Floor Area:		26,199

■ Level of Service

The current Level of Service is determined by an inventory of the square footage used by the Sheriff's Patrol components. Statistics are shown in **Table 51**.

The Level of Service (LOS) for Sheriff's Patrol services in Cherokee County is measured in terms of square footage per day/night population in the service area. Day/night population is used as a measure in that the Sheriff's Patrol is a set of law enforcement services provided to both residences and businesses in the service area on a 24-hour basis. The current LOS is shown in **Table 52**.

Table 52: Current Level of Service Calculation

Existing Floor Area (SF)	Year 2013 Day/Night Pop*	Square Feet per Day/Night Pop
26,199	203,513	0.1287

Pop = population. SF = square feet.

* Unincorporated area only.

■ **Forecasts for Service Area**

FUTURE DEMAND

The County has adopted a LOS based on the current year level. In **Table 53** the adopted Level of Service, based on the LOS calculated in Table 52, is applied to future growth. The 'day/night population added' figure is derived from Table 8 for the service area. The additional number of forecasted day/night population to the year 2030 is multiplied by the adopted level of service to produce the future floor area demand figure (in square feet). There are no existing deficiencies.

Table 53: Future Demand Calculation

Square Feet per Day/Night Pop	Day/Night Pop Added (2013-30)*	SF Demanded by New Growth
0.1287	124,438	16,019

Pop = population. SF = square feet.

* Unincorporated area only.

FUTURE COSTS

The future cost to meet the square footage demanded by new growth to 2030 is shown in **Table 54**. Estimated construction cost is based on facilities comparable to current locations. Costs are shown in current (2013) dollars and in Net Present Value (the cost in 2013 dollars of future construction costs that reflect future inflation in the construction cost of buildings mitigated by the value of future dollars today). Since construction dates are not established, the NPV calculation assumes an average construction year mid-way between 2013 and 2030.

Table 54: Costs to Meet Future Demand

SF Demanded by New Growth	Cost per Square Foot	Cost in 2013 Dollars	Cost - Net Present Value*
16,019	\$ 175.00	\$ 2,803,325.00	\$ 3,273,403.66

SF = square feet.

* Building construction dates vary. NPV based on BCI in an average construction year of 2022; discount rate = 10-year average CPI. See the Cost Adjustments Section for details.

Table 55 presents the cost to provide the adopted Level of Service to the future day/night population on a per-capita basis.

Table 55: Impact Cost Calculation

	New Growth Cost (NPV)	Day/Night Pop Added (2013-30)	Impact COST per Day/Night Pop
NewFloor Area	\$ 3,273,403.66	124,438	\$ 26.3055

Pop = population. SF = square feet.

A final calculation, shown in **Table 56**, is necessary in order to fairly distribute the portion of project costs that are attributable to residential growth. Under the methodology followed here, this is only required in public facility categories that serve both residential and nonresidential populations. (Housing units are already the LOS unit of measure for the library and parks & recreation categories.) Since it is anticipated that the average household size will change over time—it is expected to decrease, based on forecasts—a constant fee based on the number of persons per dwelling unit would be both unfair and impractical. Instead, the portion of total project costs that are attributable to new residential growth is calculated and assigned to the anticipated housing unit increase. This is accomplished by first identifying the percentage of total day/night population increase that is made up by new residents in the service area. This percentage is then applied to the 'cost attributable to new growth' total to produce the 'cost attributable to new residential growth' figure. Finally, the 'cost attributable to new residential growth' is divided by the number of new housing units forecasted for the service area to produce a 'per housing unit' impact fee.

Table 56: Calculation of Housing Unit Fee

	New Floor Area
Service Area Day/NightPop Increase (2013-30)	124,438
Residential Population Increase (2013-30)	101,188
Residential Increase as % of Total Increase	81.316%
Cost Attributable to New Growth	\$ 3,273,403.66
Cost Attributable to New Residential Growth	\$ 2,661,800.81
New Housing Units in Service Area (2013-30)	35,422
Impact Fee per Housing Unit	\$ 75.15

■ **Impact Fees for Sheriff's Patrol**

The fee schedule that follows presents the maximum net impact fee that could be charged in Cherokee County for the Sheriff's Patrol public facility category, based on the calculations carried out in this section. Sheriff's Patrol impact fees are collected from residential and nonresidential development.

The figures on the following fee schedule under the 'net fee per unit' column are transferred to the Sheriff's Patrol column of the Summary Maximum Impact Fee Schedule, while the fee for administration is included under the Administration column of the Summary Maximum Impact Fee Schedule in combination with all other administrative fees.

Table 57: Maximum Impact Fee Schedule - Sheriff's Patrol

ITE Code	Land Use	Employees	Unit of Measure	Net Fee per Unit	Administration (3%)	Total Impact Fee
Net Cost per Day/Night Person (Employee):				\$ 26.3055		
<i>Residential (200-299)</i>						
210	Single-Family Detached Housing	n/a	per dwelling	\$ 75.1500	\$ 2.2545	\$ 77.4045
220	Apartment	n/a	per dwelling	\$ 75.1500	\$ 2.2545	\$ 77.4045
230	Residential Condominium/Townhouse	n/a	per dwelling	\$ 75.1500	\$ 2.2545	\$ 77.4045
<i>Port and Terminal (000-099)</i>						
030	Truck Terminal	0.001409	per acre	\$ 0.0371	\$ 0.0011	\$ 0.0382
<i>Industrial/Agricultural (100-199)</i>						
110	General Light Industrial	0.002308	per square foot	\$ 0.0607	\$ 0.0018	\$ 0.0625
120	General Heavy Industrial	0.001829	per square foot	\$ 0.0481	\$ 0.0014	\$ 0.0495
140	Manufacturing	0.001793	per square foot	\$ 0.0472	\$ 0.0014	\$ 0.0486
150	Warehousing	0.001275	per square foot	\$ 0.0335	\$ 0.0010	\$ 0.0345
151	Mini-Warehouse	0.000044	per square foot	\$ 0.0012	-	\$ 0.0012
152	High-Cube Warehouse	0.000182	per square foot	\$ 0.0048	\$ 0.0001	\$ 0.0049
<i>Lodging (300-399)</i>						
310	Hotel	0.569735	per room	\$ 14.9872	\$ 0.4496	\$ 15.4368
311	All Suites Hotel	0.710000	per room	\$ 18.6769	\$ 0.5603	\$ 19.2372
312	Business Hotel	0.100041	per room	\$ 2.6316	\$ 0.0789	\$ 2.7105
320	Motel	0.439500	per room	\$ 11.5613	\$ 0.3468	\$ 11.9081
<i>Recreational (400-499)</i>						
416	Campground/Recreational Vehicle Park	0.067000	per camp site	\$ 1.7625	\$ 0.0529	\$ 1.8154
430	Golf Course	0.245614	per acre	\$ 6.4610	\$ 0.1938	\$ 6.6548
435	Multipurpose Recreational Facility	0.500000	per acre	\$ 13.1528	\$ 0.3946	\$ 13.5474
437	Bowling Alley	0.001000	per square foot	\$ 0.0263	\$ 0.0008	\$ 0.0271
443	Movie Theater	0.001470	per square foot	\$ 0.0387	\$ 0.0012	\$ 0.0399
460	Arena	3.333000	per acre	\$ 87.6762	\$ 2.6303	\$ 90.3065
480	Amusement Park	9.094838	per acre	\$ 239.2443	\$ 7.1773	\$ 246.4216
490	Tennis Courts	0.243888	per acre	\$ 6.4156	\$ 0.1925	\$ 6.6081
491	Racquet/Tennis Club	0.000307	per square foot	\$ 0.0081	\$ 0.0002	\$ 0.0083
495	Recreational Community Center	0.000840	per square foot	\$ 0.0221	\$ 0.0007	\$ 0.0228
<i>Institutional (500-599)</i>						
520	Private Elementary School	0.000922	per square foot	\$ 0.0243	\$ 0.0007	\$ 0.0250
560	Church/Synagogue	0.000515	per square foot	\$ 0.0135	\$ 0.0004	\$ 0.0139
565	Day Care Center	0.002818	per square foot	\$ 0.0741	\$ 0.0022	\$ 0.0763
566	Cemetery	0.081425	per acre	\$ 2.1419	\$ 0.0643	\$ 2.2062
591	Lodge/Fraternal Organization	1.000000	per employee	\$ 26.3055	\$ 0.7892	\$ 27.0947
<i>Medical (600-699)</i>						
610	Hospital	0.003379	per square foot	\$ 0.0889	\$ 0.0027	\$ 0.0916
620	Nursing Home	0.000931	per square foot	\$ 0.0245	\$ 0.0007	\$ 0.0252
630	Clinic	0.004058	per square foot	\$ 0.1067	\$ 0.0032	\$ 0.1099

Sheriff's Patrol Impact Fee Schedule continued.

ITE Code	Land Use	Employees	Unit of Measure	Net Fee per Unit	Adminis- tration (3%)	Total Impact Fee
<i>Office (700-799)</i>						
710	General Office Building	0.003316	per square foot	\$ 0.0872	\$ 0.0026	\$ 0.0898
714	Corporate Headquarters Building	0.003425	per square foot	\$ 0.0901	\$ 0.0027	\$ 0.0928
715	Single-Tenant Office Building	0.003196	per square foot	\$ 0.0841	\$ 0.0025	\$ 0.0866
720	Medical-Dental Office Building	0.004055	per square foot	\$ 0.1067	\$ 0.0032	\$ 0.1099
760	Research and Development Center	0.002928	per square foot	\$ 0.0770	\$ 0.0023	\$ 0.0793

Retail (800-899)

812	Building Materials and Lumber Store	0.001406	per square foot	\$ 0.0370	\$ 0.0011	\$ 0.0381
813	Free-Standing Discount Superstore	0.000960	per square foot	\$ 0.0253	\$ 0.0008	\$ 0.0261
814	Specialty Retail Center	0.001982	per square foot	\$ 0.0521	\$ 0.0016	\$ 0.0537
815	Free-Standing Discount Store	0.001942	per square foot	\$ 0.0511	\$ 0.0015	\$ 0.0526
816	Hardware/Paint Store	0.000964	per square foot	\$ 0.0254	\$ 0.0008	\$ 0.0262
817	Nursery (Garden Center)	0.001630	per square foot	\$ 0.0429	\$ 0.0013	\$ 0.0442
818	Nursery (Wholesale)	0.001667	per square foot	\$ 0.0438	\$ 0.0013	\$ 0.0451
820	Shopping Center	0.001670	per square foot	\$ 0.0439	\$ 0.0013	\$ 0.0452
823	Factory Outlet Center	0.001670	per square foot	\$ 0.0439	\$ 0.0013	\$ 0.0452
841	New Car Sales	0.001577	per square foot	\$ 0.0415	\$ 0.0012	\$ 0.0427
843	Auto Parts Store	0.000960	per square foot	\$ 0.0253	\$ 0.0008	\$ 0.0261
848	Tire Store	0.001280	per square foot	\$ 0.0337	\$ 0.0010	\$ 0.0347
849	Wholesale Tire Store	0.001280	per square foot	\$ 0.0337	\$ 0.0010	\$ 0.0347
850	Supermarket	0.001164	per square foot	\$ 0.0306	\$ 0.0009	\$ 0.0315
851	Convenience Market (Open 24 Hours)	0.001800	per square foot	\$ 0.0473	\$ 0.0014	\$ 0.0487
852	Convenience Market (Open 15-16 Hours)	0.001750	per square foot	\$ 0.0460	\$ 0.0014	\$ 0.0474
853	Convenience Market with Gasoline Pumps	0.001800	per square foot	\$ 0.0473	\$ 0.0014	\$ 0.0487
860	Wholesale Market	0.000820	per square foot	\$ 0.0216	\$ 0.0006	\$ 0.0222
861	Discount Club	0.001298	per square foot	\$ 0.0341	\$ 0.0010	\$ 0.0351
862	Home Improvement Superstore	0.000960	per square foot	\$ 0.0253	\$ 0.0008	\$ 0.0261
863	Electronics Superstore	0.000960	per square foot	\$ 0.0253	\$ 0.0008	\$ 0.0261
870	Apparel Store	0.001670	per square foot	\$ 0.0439	\$ 0.0013	\$ 0.0452
880	Pharmacy/Drugstore	0.001670	per square foot	\$ 0.0439	\$ 0.0013	\$ 0.0452
890	Furniture Store	0.000415	per square foot	\$ 0.0109	\$ 0.0003	\$ 0.0112

Services (900-999)

912	Drive-in Bank	0.003386	per square foot	\$ 0.0891	\$ 0.0027	\$ 0.0918
931	Quality Restaurant	0.007460	per square foot	\$ 0.1962	\$ 0.0059	\$ 0.2021
932	High-Turnover (Sit-Down) Restaurant	0.007460	per square foot	\$ 0.1962	\$ 0.0059	\$ 0.2021
934	Fast-Food Restaurant	0.010900	per square foot	\$ 0.2867	\$ 0.0086	\$ 0.2953
941	Quick Lubrication Vehicle Shop	2.100000	per service bay	\$ 55.2416	\$ 1.6572	\$ 56.8988
942	Auto-Care Center	0.001430	per square foot	\$ 0.0376	\$ 0.0011	\$ 0.0387
945	Gasoline Station w/Convenience Market	0.000216	per pump	\$ 0.0057	\$ 0.0002	\$ 0.0059
947	Self-Service Car Wash	0.200000	per stall	\$ 5.2611	\$ 0.1578	\$ 5.4189

Notes: ITE Code means the land use code assigned in the *Trip Generation* manual published by the Institute of Transportation Engineers, 7th Edition.

n/a - not applicable. Fee taken from the *Calculation of Housing Unit Fee* table.

"Square foot" means square foot of gross building floor area.

Road Improvements

■ Introduction

The information in this chapter is derived from, or taken directly from, information developed for the 2000 *Cherokee County Capital Improvements Element*, subsequently updated in 2007, and with some further data updates for two road projects. Specifically, road project data is drawn from engineering carried out for the County. Level of Service calculations, as well as determination of need, are based on this engineering, carried out by the County's Engineering Department.

■ Service Area

The service area for these road projects is defined as the entire county. In that these road projects are recognized as providing primary—if not exclusive—capacity to properties within the county, the entire county has been adopted as the service area for the purpose of assessing impact fees. All new development within the county will be assessed the road impact fee, as calculated in this section. The road network within the county is considered in its entirety by the transportation model used to generate capacity data. Improvements in any part of this portion of the network improve capacity, to some measurable extent, throughout the county.

■ Level of Service Standards

Level of Service for roadways and intersections is measured on a 'letter grade' system that rates a road within a range of service from A to F. Level of Service A is the best rating, representing unencumbered travel; Level of Service F is the worst rating, representing heavy congestion and long delays. This system is a means of relating the connection between speed and travel time, freedom to maneuver, traffic interruption, comfort, convenience and safety to the capacity that exists in a roadway. This refers to both a quantitative measure expressed as a service flow rate and an assigned qualitative measure describing parameters. *The Highway Capacity Manual, Special Report 209*, Transportation Research Board (1985), defines Level of Service A through F as having the following characteristics:

1. LOS A: free flow, excellent level of freedom and comfort;
2. LOS B: stable flow, decline in freedom to maneuver, desired speed is relatively unaffected;
3. LOS C: stable flow, but marks the beginning of users becoming affected by others, selection of speed and maneuvering becomes difficult, comfort declines at this level;
4. LOS D: high density, but stable flow, speed and freedom to maneuver are severely restricted, poor level of comfort, small increases in traffic flow will cause operational problems;
5. LOS E: at or near capacity level, speeds reduced to low but uniform level, maneuvering is extremely difficult, comfort level poor, frustration high, level unstable; and
6. LOS F: forced/breakdown of flow. The amount of traffic approaching a point exceeds the amount that can transverse the point. Queues form, stop & go. Arrival flow exceeds discharge flow.

The traffic volume that produces different Level of Service grades differs according to road type, size, signalization, topography, condition and access. Post-improvement LOS conditions are based on the County's Engineering Department's calculations.

■ Proposed Level of Service

The adopted Level of Service is based on Level of Service "D" for arterials and major collector roads within the service area. This LOS is used to calculate existing deficiencies through the trans-

portation modeling process, and is reflected in projects that are less than 100% impact fee eligible. Impact cost calculation is based upon a list of road projects, developed by the County.

■ Forecasts for Service Area

Projects that provide road capacity intended to serve new growth to the year 2030 by road widening, new road construction or other capacity improvements have been identified by the County and are shown in **Table 56**. This is not an inclusive list of all County road projects. These projects were selected for inclusion in the County's impact fee program in 2000, with the exception of Bells Ferry Rd 2 and 3, which were added to the impact fee calculations in the 2007 update. Local share of the project costs are shown. All but the last two of these projects already have been completed, and appear in this report for the purposes of the continuing recoupment of the County's investment.

Table 56: Road Projects and Estimated Costs

Project	Description	Local Cost
Towne Lake Pkwy	Improvement	\$ 4,127,910
Business Hwy 5	Relocation, new road construction	\$ 2,568,641
Riverstone Blvd	New road construction	\$ 550,000
Bells Ferry Rd - 1	ROW, design, safety planning	\$ 784,956
Rope Mill Rd	New road construction	\$ 1,671,989
Reinhardt College Pkwy	New road construction	\$ 320,000
Eagle Dr	Widening	\$ 4,202,220
East Cherokee Dr	Widening	\$ 3,500,000
Bells Ferry Rd - 2	Widening, Southfork to N Victoria	\$ 28,444,533
Bells Ferry Rd - 3	Bridge replacement over Little River	\$ 2,000,000
		\$ 58,013,716

While the great majority of projects listed in Table 56 add new capacity, any portion that will meet an existing deficiency will reduce the net increase of capacity available to new growth and development. It is important to identify what portion of each project goes toward meeting an existing deficiency in that this portion of the total project cost cannot be funded through impact fees. In **Table 57** figures are given for the trip capacity and volume on a set of road projects that provide new capacity, in the year in which the project was added. For the last two projects, the capacity figures shown are updated to 2013. All the previous projects have statistics representing their volume and capacity in 2000.

Where the volume exceeds the capacity, a deficiency exists. Only one road has a measured deficiency at level of service "D"—Business Highway 5. Several road projects have no statistics in this table since they did not yet exist in 2000 (Riverstone, Rope Mill and Reinhardt Parkway); there is no capacity or traffic flow where no road exists.

Table 57: Road Capacities and Deficiencies

Project	Volume (trips)	Capacity (trips)	Excess Capacity	Existing Deficiency
Towne Lake Pkwy	19,323	23,300	3,977	0
Business Hwy 5	23,316	23,300	0	16
Riverstone Blvd	0	0	0	0
Bells Ferry Rd - 1	11,761	23,300	11,539	0
Rope Mill Rd	0	0	0	0
Reinhardt College Pkwy	0	0	0	0
Eagle Dr	12,142	23,300	11,158	0
East Cherokee Dr	5,646	12,900	7,254	0
Bells Ferry Rd - 2	n/a	23,000	0	0
Bells Ferry Rd - 3	n/a	23,000	0	0

The excess capacity represents the available road capacity, in terms of daily trips, not used by the measured volume of traffic. For example, Town Lake Parkway had excess capacity of almost 4,000 trips. More trips could be made on this road without a degradation of the level of service "D" standard. Currently, the County does not intend to calculate a recoupment of the value of the excess capacity.

The next step in these calculations is to identify the net trip capacity added by each of the road improvement projects that was available to new growth. These 'net added capacity' figures are shown in **Table 58**. In this table, the 'post improvement added capacity' is the total capacity added by each project, following completion. The 'net added capacity' figure is the total added capacity less the 'existing deficiency' figure (only applicable here to Business Highway 5). The final calculation shown on this table is the identification of the portion of project costs that are attributable to new growth—the impact fee eligible project costs. This percentage is based on the 'net added capacity' figure as a percentage of the 'post improvement added capacity' figure.

The new capacity created by all of the road projects is at 100% except two. One project—Business Highway 5—is not 100% eligible in that a portion of the added capacity is required to meet the existing deficiency on that road. In the case of the Bells Ferry Road 3 project, it has been reduced in scope to replace a 2-lane bridge with a new 2-lane bridge; therefore creating no new capacity over the original bridge.

Table 58: Post-Improvement Statistics

Project	Post-Improvement ADDED Capacity	Existing Deficiency	Net ADDED Capacity	% Impact Fee Eligible
Towne Lake Pkwy	33,700	0	33,700	100.00%
Business Hwy 5	57,000	16	56,984	99.97%
Riverstone Blvd	20,500	0	20,500	100.00%
Bells Ferry Rd - 1	33,700	0	33,700	100.00%
Rope Mill Rd	20,500	0	20,500	100.00%
Reinhardt College Pkwy	28,200	0	28,200	100.00%
Eagle Dr	33,700	0	33,700	100.00%
East Cherokee Dr	28,200	0	28,200	100.00%
Bells Ferry Rd - 2	17,650	0	17,650	100.00%
Bells Ferry Rd - 3	0	0	0	0.00%

New Trip Capacity Added to Road Network: 255,484

FUTURE COSTS

Table 59 presents a calculation of the impact fee eligible project costs for the road improvement projects from Table 56.

Table 59: Eligible Cost Calculation

Project	Local Cost	% Impact	
		Fee Eligible	Eligible Cost
Towne Lake Pkwy	\$ 4,127,910	100.00%	\$ 4,127,910
Business Hwy 5	\$ 2,568,641	99.97%	\$ 2,567,920
Riverstone Blvd	\$ 550,000	100.00%	\$ 550,000
Bells Ferry Rd - 1	\$ 784,956	100.00%	\$ 784,956
Rope Mill Rd	\$ 1,671,989	100.00%	\$ 1,671,989
Reinhardt College Pkwy	\$ 320,000	100.00%	\$ 320,000
Eagle Dr	\$ 4,202,220	100.00%	\$ 4,202,220
East Cherokee Dr	\$ 3,500,000	100.00%	\$ 3,500,000
Bells Ferry Rd - 2	\$ 28,444,533	100.00%	\$ 28,444,533
Bells Ferry Rd - 3	\$ 2,000,000	0.00%	\$ -
	<hr/>		<hr/>
	\$ 48,170,249		\$ 46,169,528

The total local cost, from Table 56, is multiplied by the 'impact fee eligible' figure, from Table 58, to produce the amount that is impact fee eligible. The Business Hwy 5 project is reduced due to the existing deficiency, and Bells Ferry 3 creates no added capacity.

■ Credit for SPLOST Collections

SPLOST revenue has been the primary method through which road improvements have been financed over the years.

From the beginning of the County's impact fee program, impact fee-eligible road improvements have been included in the 2006 SPLOST V and the 2012 SPLOST VI programs. To the extent that new growth and development pays both an impact fee and SPLOST taxes for the same capital improvements, a credit must be applied to impact fees to avoid double taxation.

Since none of the County's cities participate in its impact fee program, impact fees for the county-wide road system improvements are collected only from new growth and development in the unincorporated area. Since the purpose of the credit is to avoid double taxation, it accrues only to such new growth that pays both impact fees and SPLOST taxes—this is, businesses and residents of the unincorporated area.

The total amount of the SPLOST V revenue that was devoted to road improvements and paid by new growth and development is shown on Table 22 in the Cost Adjustments and Credits section of this report. During the period of the tax, only 27.46% of the growth in day/night population was located in the unincorporated area, leaving a net credit of \$311,142.51.

The credit for SPLOST VI revenue generated by new growth and development is calculated on the following table.

Table 60: Credit for SPLOST VI Collections from New Growth

Year	Collections from New Growth	% of Collections for Roads	Credit for SPLOST Collections	Net Present Value*
2012	\$ 144,358.93	4.85%	\$ 7,004.30	\$ 7,165
2013	\$ 1,330,627.46	4.85%	\$ 64,562.13	\$ 64,562
2014	\$ 2,741,570.02	4.85%	\$ 133,021.16	\$ 130,045
2015	\$ 4,178,312.36	4.85%	\$ 202,731.99	\$ 193,763
2016	\$ 5,637,756.40	4.85%	\$ 273,544.32	\$ 255,593
2017	\$ 7,118,418.21	4.85%	\$ 345,386.13	\$ 315,501
2018	\$ 4,843,734.56	4.85%	\$ 235,018.32	\$ 209,880
<hr/>				
	Total New Growth Contribution:		\$ 1,189,701.92	\$ 1,104,782.91
			×	×
	Percent of New Growth in Unincorporated Area:		50.1334%	50.1334%
			=	=
	Credit for Unincorporated Area Residents:		\$ 596,437.46	\$ 553,864.71

* Future cost discounted by CPI inflation rate.

■ Net Impact Cost Calculation

For any impact fee calculation the cost must be reduced to the extent that new growth and development will pay future taxes toward financing the improvements, in order to avoid double taxation.

Table 61: Net Cost to Serve New Growth

Description	Total
Eligible Cost of Road Projects	\$ 46,169,527.98
Less: Collections to Date*	\$ (5,612,868.48)
Less: SPLOST V Credit**	\$ (311,142.51)
Less: SPLOST VI Credit***	\$ (668,641.83)
Net New Growth Cost	\$ 39,576,875.15

NET New Growth Cost	Capacity Added (trips)	Net Impact COST per New Trip
\$ 39,576,875.15	255,484	\$ 154.9094
Net Impact Cost per TRIP END:		\$ 77.4547

* Through December, 2012.

** SPLOST V covers 2006-2012.

*** SPLOST VI credits are for 2012-18 revenue.

ends—the net impact cost per trip must be cut in half since each ‘trip’ is made up of two ‘ends.’ This calculation is shown in the last line of Table 61; the ‘net impact cost per trip end’ is the ‘net impact cost per trip’ divided by two.

■ Fee Schedule for Road Improvements

The fee schedule that follows presents the **maximum net impact fee** that could be charged in Cherokee County for the Road Improvements category, based on the calculations carried out in this section. Road Improvement impact fees are collected from residential and nonresidential development.

The figures under the ‘net fee per unit’ column are transferred to the Roads column of the Summary Maximum Impact Fee Schedule, while the fee for administration is included under the Administration column of the Summary Schedule in combination with all other administrative fees.

In calculating the net impact cost, any applicable credit for future tax contributions is subtracted from the total impact fee eligible project costs to produce a net impact-fee-eligible project cost figure. Credits for revenue from new growth and development for the 2006 SPLOST V and 2012 SPLOST VI were calculated above, which also covered the non-eligible portion of the Business Highway 5 project. In addition, credit must be given for past impact fee collections, and this is shown in the first part of **Table 61**. The total attributable costs are reduced by the impact fee collections to date and the SPLOST credits to produce an adjusted eligible project cost figure; this is the net cost attributable to new growth. Using the net project cost figure, the net impact cost per trip is calculated, based on the net costs of the road improvement projects.

For impact fee calculations, a ‘trip’ consists of two ‘ends’, just like a line has two ends. Each trip has a starting and ending point; both of these are the ‘ends’ of the trip. In order to make the net impact cost calculation from Table 61 compatible with the trip generation data available in the ITE *Trip Generation* manual—which is based on trip

Memorandum

TO: Geoff Morton
cc: Margaret Stallings

FROM: Bill Ross

DATE: July 30, 2013

RE: Pass-by/Diverted Link Trips

As you know, the road fee for each land use takes into account the percentage of all trip ends that are actually “new trips” on the road, in contrast to pass-by and diverted link trips that are basically on the road anyway (and counted at their origin and destination land uses).

The ‘% new trips’ data were originally developed years ago and derived from an earlier edition of the Trip Generation manual (and in some cases we had to generalize from known use data to ‘similar’ uses that were not included in the manual). The 7th Edition provides no such data, updated or otherwise.

I’ve taken a fresh look at those ‘new trip’ percentages in light of Cherokee’s suburban living style and the evolving modern driving patterns of today’s families, and have come up with a number of changes to certain land use categories. They are:

Any residence – since some of the weekday trips are for postal and other deliveries and the occasional domestic worker, I think 80% new trips generated is more realistic.

Several land uses have become ‘on the way’ stop offs for the vast majority of people -- folks dropping off or picking up kids at day care, grabbing something at a convenience market, or stopping off for gas while on the way to/from work or another destination. I think using 10% new trips for these uses makes sense.

Fast food restaurants – We previously used 54% new trips for these types of restaurants, basically assuming that (in addition to staff) about ½ the people who stopped by stayed there to eat. Thinking about those long lines at the drive-in windows these days (many newer fast food restaurants have gone to multiple windows), I think it’s more likely that no more than 1/3 actually stay (including employees) and a new trip percentage of 33% should be used instead.

I would appreciate your thoughts on the above, and any land uses that I missed that we should also adjust.

Maximum Impact Fee Schedule - Roads

ITE Code	Land Use	Trip Ends	% New Trips	Unit of Measure	Net Fee per Unit	Adminis- tration (3%)	Total Impact Fee
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Net Cost per Trip End: **\$ 77.4547**

Residential (200-299)

210	Single-Family Detached Housing	9.47	80%	per dwelling	\$ 586.7968	\$ 17.6039	\$ 604.4007
220	Apartment	6.63	80%	per dwelling	\$ 410.8197	\$ 12.3246	\$ 423.1443
230	Residential Condominium/Townhouse	5.86	80%	per dwelling	\$ 363.1076	\$ 10.8932	\$ 374.0008

Port and Terminal (000-099)

030	Truck Terminal	9.85	92%	per square foot	\$ 0.7019	\$ 0.0211	\$ 0.7230
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Industrial/Agricultural (100-199)

110	General Light Industrial	6.97	92%	per square foot	\$ 0.4967	\$ 0.0149	\$ 0.5116
120	General Heavy Industrial	1.50	92%	per square foot	\$ 0.1069	\$ 0.0032	\$ 0.1101
140	Manufacturing	3.82	92%	per square foot	\$ 0.2722	\$ 0.0082	\$ 0.2804
150	Warehousing	4.96	92%	per square foot	\$ 0.3534	\$ 0.0106	\$ 0.3640
151	Mini-Warehouse	2.50	92%	per square foot	\$ 0.1781	\$ 0.0053	\$ 0.1834
152	High-Cube Warehouse	0.12	92%	per square foot	\$ 0.0086	\$ 0.0003	\$ 0.0089

Lodging (300-399)

310	Hotel	8.17	59%	per room	\$ 373.3549	\$ 11.2006	\$ 384.5555
311	All Suites Hotel	4.90	59%	per room	\$ 223.9215	\$ 6.7176	\$ 230.6391
312	Business Hotel	7.27	59%	per room	\$ 332.2264	\$ 9.9668	\$ 342.1932
320	Motel	5.63	59%	per room	\$ 257.2813	\$ 7.7184	\$ 264.9997

Recreational (400-499)

416	Campground/Recreational Vehicle Park	0.41	85%	per camp site	\$ 26.9930	\$ 0.8098	\$ 27.8028
430	Golf Course	5.04	85%	per acre	\$ 331.8159	\$ 9.9545	\$ 341.7704
435	Multipurpose Recreational Facility	90.38	85%	per acre	\$ 5,950.3024	\$ 178.5091	\$ 6,128.8115
437	Bowling Alley	33.33	85%	per square foot	\$ 2.1943	\$ 0.0658	\$ 2.2601
443	Movie Theater	78.06	85%	per square foot	\$ 5.1392	\$ 0.1542	\$ 5.2934
460	Arena	33.33	85%	per acre	\$ 2,194.3304	\$ 65.8299	\$ 2,260.1603
480	Amusement Park	75.76	85%	per acre	\$ 4,987.7729	\$ 149.6332	\$ 5,137.4061
490	Tennis Courts	16.26	85%	per acre	\$ 1,070.5014	\$ 32.1150	\$ 1,102.6164
491	Racquet/Tennis Club	14.03	85%	per square foot	\$ 0.9237	\$ 0.0277	\$ 0.9514
495	Recreational Community Center	22.88	85%	per square foot	\$ 1.5063	\$ 0.0452	\$ 1.5515

Institutional (500-599)

520	Private Elementary School	14.49	80%	per square foot	\$ 0.8979	\$ 0.0269	\$ 0.9248
560	Church/Synagogue	9.11	90%	per square foot	\$ 0.6351	\$ 0.0191	\$ 0.6542
565	Day Care Center	79.26	10%	per square foot	\$ 0.6139	\$ 0.0184	\$ 0.6323
566	Cemetery	4.73	90%	per acre	\$ 329.7247	\$ 9.8917	\$ 339.6164
591	Lodge/Fraternal Organization	46.90	90%	per employee	\$ 3,269.3629	\$ 98.0809	\$ 3,367.4438

Medical (600-699)

610	Hospital	17.57	77%	per square foot	\$ 1.0479	\$ 0.0314	\$ 1.0793
620	Nursing Home	6.10	75%	per square foot	\$ 0.3544	\$ 0.0106	\$ 0.3650
630	Clinic	31.45	77%	per square foot	\$ 1.8757	\$ 0.0563	\$ 1.9320

ITE Code	Land Use	Trip Ends	% New Trips	Unit of Measure	Net Fee per Unit	Adminis- tration (3%)	Total Impact Fee
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Office (700-799)

710	General Office Building	11.01	92%	per square foot	\$ 0.7846	\$ 0.0235	\$ 0.8081
714	Corporate Headquarters Building	7.98	92%	per square foot	\$ 0.5686	\$ 0.0171	\$ 0.5857
715	Single-Tenant Office Building	11.57	92%	per square foot	\$ 0.8245	\$ 0.0247	\$ 0.8492
720	Medical-Dental Office Building	36.13	77%	per square foot	\$ 2.1548	\$ 0.0646	\$ 2.2194
760	Research and Development Center	8.11	92%	per square foot	\$ 0.5779	\$ 0.0173	\$ 0.5952

Retail (800-899)

812	Building Materials and Lumber Store	45.16	81%	per square foot	\$ 2.8333	\$ 0.0850	\$ 2.9183
813	Free-Standing Discount Superstore	49.21	75%	per square foot	\$ 2.8587	\$ 0.0858	\$ 2.9445
814	Specialty Retail Center	44.32	49%	per square foot	\$ 1.6821	\$ 0.0505	\$ 1.7326
815	Free-Standing Discount Store	56.02	61%	per square foot	\$ 2.6468	\$ 0.0794	\$ 2.7262
816	Hardware/Paint Store	51.29	40%	per square foot	\$ 1.5891	\$ 0.0477	\$ 1.6368
817	Nursery (Garden Center)	36.08	81%	per square foot	\$ 2.2636	\$ 0.0679	\$ 2.3315
818	Nursery (Wholesale)	39.00	81%	per square foot	\$ 2.4468	\$ 0.0734	\$ 2.5202
820	Shopping Center	42.94	81%	per square foot	\$ 2.6940	\$ 0.0808	\$ 2.7748
823	Factory Outlet Center	26.59	81%	per square foot	\$ 1.6682	\$ 0.0500	\$ 1.7182
841	New Car Sales	33.34	79%	per square foot	\$ 2.0400	\$ 0.0612	\$ 2.1012
843	Auto Parts Store	61.91	83%	per square foot	\$ 3.9800	\$ 0.1194	\$ 4.0994
848	Tire Store	24.87	83%	per square foot	\$ 1.5988	\$ 0.0480	\$ 1.6468
849	Wholesale Tire Store	20.36	83%	per square foot	\$ 1.3089	\$ 0.0393	\$ 1.3482
850	Supermarket	102.24	63%	per square foot	\$ 4.9890	\$ 0.1497	\$ 5.1387
851	Convenience Market (Open 24 Hours)	737.99	10%	per square foot	\$ 5.7161	\$ 0.1715	\$ 5.8876
852	Convenience Market (Open 15-16 Hours)	634.20	10%	per square foot	\$ 4.9122	\$ 0.1474	\$ 5.0596
853	Convenience Market with Gasoline Pumps	845.60	10%	per square foot	\$ 6.5496	\$ 0.1965	\$ 6.7461
860	Wholesale Market	6.73	61%	per square foot	\$ 0.3180	\$ 0.0095	\$ 0.3275
861	Discount Club	41.80	61%	per square foot	\$ 1.9749	\$ 0.0592	\$ 2.0341
862	Home Improvement Superstore	29.80	75%	per square foot	\$ 1.7311	\$ 0.0519	\$ 1.7830
863	Electronics Superstore	45.04	81%	per square foot	\$ 2.8257	\$ 0.0848	\$ 2.9105
870	Apparel Store	66.40	49%	per square foot	\$ 2.5201	\$ 0.0756	\$ 2.5957
880	Pharmacy/Drugstore	90.06	49%	per square foot	\$ 3.4180	\$ 0.1025	\$ 3.5205
890	Furniture Store	5.06	81%	per square foot	\$ 0.3175	\$ 0.0095	\$ 0.3270

Services (900-999)

912	Drive-in Bank	246.49	61%	per square foot	\$ 11.6460	\$ 0.3494	\$ 11.9954
931	Quality Restaurant	89.95	82%	per square foot	\$ 5.7130	\$ 0.1714	\$ 5.8844
932	High-Turnover (Sit-Down) Restauant	127.15	79%	per square foot	\$ 7.7802	\$ 0.2334	\$ 8.0136
934	Fast-Food Restaurant	496.12	33%	per square foot	\$ 12.6809	\$ 0.3804	\$ 13.0613
941	Quick Lubrication Vehicle Shop	40.00	83%	per service bay	\$ 2,571.4960	\$ 77.1449	\$ 2,648.6409
942	Auto-Care Center	4.01	51%	per square foot	\$ 0.1584	\$ 0.0048	\$ 0.1632
945	Gasoline Station w/Convenience Market	162.78	10%	per pump	\$ 1,260.8076	\$ 37.8242	\$ 1,298.6318
947	Self-Service Car Wash	108.00	40%	per stall	\$ 3,346.0430	\$ 100.3813	\$ 3,446.4243

Notes: ITE Code means the land use code assigned in the *Trip Generation* manual published by the Institute of Transportation Engineers, 7th Edition.

n/a - not applicable. Fee taken from the *Calculation of Housing Unit Fee* table.

"Square foot" means square foot of gross building floor area.

AGENDA

Cherokee County Board of Commissioners

August 6, 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

PRESENTATION(S)

1. Mr. Joe Hamlin request to name a bridge in honor of his daughter, Katie Hamlin.

PROCLAMATION(S)

1. Proclaiming Tuesday, August 6th as **Jansen Jones Day** in Cherokee County.
2. Proclaiming Wednesday, August 7th as **Youth Sports Champions Day** in Cherokee County.

AMENDMENTS TO AGENDA

1. Add item 2.5 Under County Manager's Portion: Consideration of contract amendment with Rhonda McClendon and Associates.

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION MINUTES FROM JULY 16, 2013.

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM JULY 16, 2013.

APPROVAL OF REGULAR MEETING MINUTES FROM JULY 16, 2013.

APPROVAL OF SPECIAL CALLED MEETING MINUTES FROM JULY 25, 2013.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval for surplus and recycling of computers and electronic equipment in poor condition from various Public Safety divisions.

- 1.2 Approval to grant underground electrical service easement and perpetual right-of-way to Georgia Power (GA Power) for the underground electrical services lines for the new Fire-ES Training Center. There is no cost associated with easement or with GA Power bringing in electrical service.

- 1.3 Approval to set a Public Hearing for August 20, 2013 at 6:00 p.m. to consider transmitting the new Capital Improvement Element (CIE) and 2013 Annual Impact Fee Report to ARC and DCA for review.
 - 1.4 Consider approval of a proposal from Moreland Altobelli Associates, Inc. to perform a roadway design for Old Doss Lane under their annual engineering consulting services contract in the amount of \$11,000.00.
 - 1.5 Consider approval to donate used/surplused apparel (pants) from Cherokee Fire & Emergency Services to Life Connection Ministries located at 885 Woodstock Road in Rowell, Georgia.
 - 1.6 Consider authorizing County Manager, on behalf of the Board of Commissioners, to execute the annual Atlanta Regional Commission Aging Sub-grant Contract for State FY 2014 (July 1, 2013 to June 30, 2014) and corresponding Amendment One to the Sub-grant Contract, reducing Senior Services Fund by \$15,599.00 and General Fund by \$1,545.00 for a total reduction in Senior Services Budget in the amount of \$17,144.00.
-

COUNTY MANAGER

- 2.1 Approve a Change Order to the Construction Services Agreement (CSA) with Georgia Development Partners, LLC for installation and construction of the Amphitheater for the Etowah River Park, in the not to exceed amount of \$291,161.10 to be fully paid by the City of Canton.
- 2.2 Consider approval of the FY 2014 Department of Human Services (DHS) annual contract for funding in the amount of \$159,104.49 which **supports the County's Rural** Transportation Program (CATS 5311).
- 2.3 Consider approval of resolution to change the tax collection commission rate charged to Cherokee County School District (CCSD) to 2.3% beginning 9/1/2013, rather than 10/1/2013 as approved

earlier this year. Also change future year reductions effective date on September 1.

- 2.4 Consideration of request to submit a list of sixteen (16) roadways totaling 25.74 miles in need of resurfacing to GDOT for funding under the 2014 LMIG (Local Maintenance and Improvement Grant) in the amount of \$1,592,611.00.
- 2.5 Amendment: Consideration of contract amendment with Rhonda McClendon & Associates.

COUNTY ATTORNEY

- 3.1 City of Woodstock Annexation Notice, Army Corps of Engineers property.

ADJOURN

A RESOLUTION HONORING THE LIFE OF KATIE ANN HAMLIN

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, Katie A. Hamlin was born on October 6, 1986, the beloved daughter of Joseph Hamlin and Donna Hamlin-Tubbs; and

WHEREAS, Cherokee County lost a promising young citizen with the passing of Ms. Hamlin on July 2, 2002; and

WHEREAS, the Board of Commissioners and the community desire to acknowledge Ms. Hamlin and to keep her memory alive through the naming and dedication of that part and parcel of Kemp Drive consisting of the bridge over Kellogg Creek in her honor; and

WHEREAS, the Cherokee County Board of Commissioners stands in strong opposition to violence and supports all efforts to end violent crimes; and

WHEREAS, the naming of the Katie A. Hamlin Memorial Bridge also serves as a tribute to all victims of violent crimes.

NOW THEREFORE, BE IT RESOLVED THAT, the Cherokee County Board of Commissioners hereby designates the bridge over Kellogg Creek as the Katie A. Hamlin Memorial Bridge; and

BE IT FURTHER RESOLVED THAT, the Cherokee County Board of Commissioners hereby authorizes the Cherokee County Roads and Bridges division to erect and maintain appropriate signage dedicating the Katie A. Hamlin Memorial Bridge; and

BE IT FURTHER RESOLVED THAT, the Cherokee County Board of Commissioners hereby authorizes and directs the County Clerk to transmit appropriate copies of the resolution to the family of Ms. Katie A. Hamlin and to the Cherokee County Geographic Information Systems (GIS) Department.

SO RESOLVED this ____ day of _____, 2013.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Jr., Chairman

Harry B. Johnston, District 1 Commissioner

Raymond Gunnin, District 2 Commissioner

Brian Poole, District 3 Commissioner

Jason Nelms, District 4 Commissioner

ATTEST:

Christy Black, County Clerk

(SEAL)

Cherokee County Proclamation

Whereas, throughout the history of America, our country has encouraged individual and team athletic competition, encouraging those representing the United States to do their best; and

Whereas, Jansen Jones, a resident of Cherokee County and an Assistant Solicitor General with the Solicitor General's Office began shooting competitively in 2004; and

Whereas, Jansen Jones began his professional shooting career in 2010 and finished 9th overall in the International Practical Shooting Confederation's Pan American Championship; and

Whereas, Jansen Jones devoted countless hours to practice and competitions over the last three years; and

Whereas, the International Practical Shooting Confederation's Pan American Championship is held every three (3) years and features the top practical shooters from all over the western hemisphere and Europe; and

Whereas, Jansen Jones was asked to represent the United States at the 2013 International Practical Shooting Confederation Pan American Championship in June in Park City, Kentucky; and

Whereas, after twenty-four different courses of fire, Jansen Jones finished in second place in the individual event, thereby earning a silver medal and was a member of the United States team which finished in first place and earned a gold medal;

Now therefore, let it be resolved that I, on behalf of the Board of Commissioners, do hereby proclaim **August 6, 2013 as Jansen Jones Day** in Cherokee County in recognition of his achievement and in appreciation for his representation of our country. We wish him much continued success in the future.




L.B. Ahrens, Chairman

Cherokee County Proclamation

WHEREAS, youth sports in Cherokee County are great teaching tools for accomplishing goals, developing leadership, and promoting sportsmanship for young people; and

WHEREAS, competitive and recreational sports assist in the growth and development of thousands of youth in Cherokee County; and

WHEREAS, Cherokee Recreation and Parks Agency encourages young people and adults to become more involved in their community through sports offered by the local leagues and Youth Athletic Associations in Cherokee County; and

WHEREAS, adult volunteer coaches and league directors are devoting their time, talents, leadership and resources to serving these leaders of tomorrow; and

WHEREAS, through the hard work and determination of these athletes and coaches, they have represented Cherokee County and their respective teams in an honorable fashion at every level of play; and

WHEREAS, the 6 Year Old - Coach Pitch Hobgood Heat All Star Baseball Team won the 2013 Dizzy Dean World Series; and

WHEREAS, the 7 Year Old - Coach Pitch Hobgood Heat All Star Baseball Team won the 2013 Georgia Dizzy Dean State Championship and the Dizzy Dean World Series; and

WHEREAS, the 7 Year Old - Coach Pitch Wanna Play Baseball Elite Travel Team won the FSS Georgia State Championship and the FSS Southern World Series; and

WHEREAS, the 10 & Under Twin Creeks Twisters All Star Fast Pitch Softball Team finished with an Undefeated Season; and

WHEREAS, the 11U Baseball Hobgood Fury Travel Team won the 2013 Grand Slam World Series; and

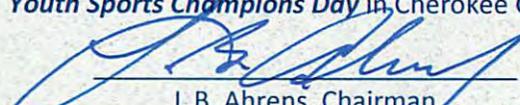
WHEREAS, the U12 Boys Cherokee Impact Storm Soccer Team won the Georgia Soccer State Rec. Cup; and

WHEREAS, the U14 Boys Cherokee Impact Storm Soccer Team won the Georgia Soccer State Rec. Cup; and

WHEREAS, the Cherokee Cyclones Swimmers, Dillan Villhauer and Irina Vogt, each won GRPA State Championships; and

WHEREAS, we the Board of Commissioners recognize the contributions of these volunteers and the achievements of these athletes, and in doing so call on our citizens to recognize and congratulate them;

NOW THEREFORE, we hereby proclaim **Wednesday, August 7, 2013** as
Youth Sports Champions Day in Cherokee County, Georgia.


L.B. Ahrens, Chairman



CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

July 16, 2013

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at 3:03 p.m. with all Commissioners present.

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

Mr. McClure read the list of names of the individuals to be recognized for their years of service to the County. There were 56 employees for 10 years of service; 24 for 15 years of service, six for 20 years of service; and two for 25 years of service. The Chairman and Board thanked the employees for their service.

2. Proposed 2013 Millage Rates Presentation by Janelle Funk.

Ms. Funk began by reiterating the process for setting the millage rate. She reminded the Board they are only considering adopting the millage rate at that time and not the FY2014 Budget. She said the budget would be presented to the Board and to the public in September. Ms. Funk gave a brief summary of each of the three options. She recalled the Board's selection of option 2 which is to operate within the rollback millage rate. She shared that the General Fund, Fire Fund, and Parks Bond would result in a decrease in the millage rate. Ms. Funk went on to say that as of July 12, 2013, the tax digest had increased 2.55%.

The Chairman shared a comparison to 2008 rates, pointing out that the County has absorbed what is basically inflation in adopting these rates. Commissioner Johnston clarified with Ms. Funk that in considering the upcoming Budget that the County is still looking at a COLA of up to 3%. Ms. Funk replied that the budget has a target of 3% COLA. He then asked Ms. Funk in regards to an item on tonight's agenda if there was

anything that would keep us from proceeding with the 10% reduction in employee health insurance costs. He said that he understands that reduction would come from reserves that were built out of that fund. Ms. Funk replied that she didn't think that the 10% reduction in health costs would have any impact on operation costs for fiscal year 2014.

Discussion on options relating to moving forward on the Etowah Community Development Standards.

The Chairman stated that the Board had before them some documents prepared by Mr. Watkins' staff including the summary of conditions, status and comparison of dimension standards. The Chairman added that they had received a request from the owners to postpone the public hearing for the second Board meeting date in August which is August 20, 2013. Mr. Jeff Watkins summarized the content of the conditions presented to the Board for the Etowah Community and gave a status on where they are in the process. Commissioner Nelms asked Mr. Watkins about the minimum required square footage of lots for single-family homes. Mr. Watkins stated the exterior lots will be 18,000 square feet and interior lots will be 12,000 square feet. Commissioner Johnston added that he does not oppose the notion of some flexibility for the senior residential detached community. Mr. Watkins said that he'd check into getting the advertisement in for the new date of the Public Hearing.

3. Discussion of Regular Agenda Items

Public Hearing portion:

- 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.

Mr. Watkins went over the details of the proposed changes to the Impact Fee Schedule.

- Consider a petition by Acworth Highway 92 Partners, LLC, to modify conditions of zoning, Case # 05-05-030, Majestic Hwy. 92 Partners, LLC.

Ms. Vicki Taylor-Lee briefly went over the conditions. The condition is for Condition Four (4), requesting additional building materials to be made available. The next is Condition Six (6) and the request is for additional available materials and an addition of a 50 foot pylon sign adjacent to I-75. The last is Condition Eight (8), requesting removal of the limit of four parking spaces per 1,000 square feet of building. Discussion ensued regarding the details of the requested modifications.

Chairman Ahrens asked Mr. Galloway, the representative for Acworth Highway 92 Partners, if the name of the business was public yet. Mr. Galloway replied that it was not. Mr. Galloway went over the different types of building materials and other details of the requested modifications.

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

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

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

- Adopt 2013 Millage Rates for General Fund, Fire District, and Parks Bond (Debt Service).
- 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.
- 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.
- Consider acceptance of U.S. Department of Housing and Urban Development CDBG Funding Approval/Agreement in the amount of \$975,232.00.
- 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.

Mr. Cooper commented that at one time, 18% in reserves was a good number, but he would be meeting with Scott Parker to discuss what an ideal reserve is now. He added that the \$275,000 premium reduction would only drop the reserves to 17% for 2014. He said it seems fair to give back to the employees who have absorbed a lot over the last couple of years. Commissioner Nelms agreed that this reduction in combination with the 3% COLA would go a long way with employees. Mr. Cooper commented that very briefly

they had discussed a fixed versus COLA increase, but seeing the numbers today compared to where they were even a few months ago, they felt comfortable with a 3% COLA. He said that they were hopeful that the County will continue to save and will continue to be able to reduce costs to employs and eventually tax payers.

- Consideration of Benefits Committee recommendation to select Conexis as the new Flex Benefits provider.

Mr. Cooper explained that selecting Conexis for Flex Benefits and Cobra would actually be a reduction in cost.

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

Discussion ensued regarding CCWSA's request of being the alternate to the governing body of Planning District.

Mr. Cooper said that in sitting down with Tom Heard with CCWSA, the idea of splitting the fees 50/50 was discussed. CCWSA requested to be the alternate to the governing body of the planning district. By law the seat goes to the Chairman but he can designate an alternate. He said that they have a great relationship with CCWSA and he thinks it would be appropriate to approve the recommendation to get the 50% paid and to give them the seat.

The Chairman added that they effectively do that now, but this would be by agreement. They have also suggested that we jointly ask the cities to pay something. He added that the reason for the huge increase is that every four or five years the district plan has to be updated. Once the plan update is completed it will go back down.

The Chairman mentioned to Angie Davis by way of conversation the annexation notice of some property in the Woodstock area. Ms. Davis stated they had questioned whether the land was contiguous because the way it sits looks as though it is Corps of Engineers' property. She also feels there could be some land use objections. She proposed that the County confirm on the legality issue of appropriate contiguity and, if it's not, put the City of Woodstock on notice with the hopes they will acknowledge, agree, and withdraw the request. If they do not, the County will need to put them on formal notice and bring up the land use objection as a caution. Mr. Watkins stated they are in communication with the City and working on the issues mentioned. Ms. Davis added the deadline for filing land use objections is August 9, 2013. Commissioner Gunnin mentioned one issue with a small portion of the property outside the fire station in which the land owners have allowed the station to use the immediately outside area for parking and if annexed, that will need to be worked out.

The Chairman asked if there was anything else, hearing none, Commissioner Nelms moved to adjourn the Work Session at 4:14 p.m. Commissioner Poole seconded and the motion carried unanimously.

Special Joint BOC/RRDA Session followed.

MINUTES

Cherokee County Board of Commissioners

July 16, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

INVOCATION

Pastor Marc Lawson with NorthGate Church gave the invocation.

PLEDGE OF ALLEGIANCE

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

Commissioner Poole led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:05 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; Vice Chair/Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

Chairman Ahrens mentioned that Representative Calvin Hill was in the hospital and asked that he be kept in prayers.

RATIFY CLOSURE OF EXECUTIVE SESSION

The Chairman called for a motion to ratify the closure of Executive Session at 5:40 p.m.

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

PRESENTATIONS/PROCLAMATIONS

None Scheduled.

AMENDMENTS TO AGENDA

None.

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION MINUTES FROM JULY 2, 2013.

As distributed by the County Manager.

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

APPROVAL OF WORK SESSION MINUTES FROM JULY 2, 2013.

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

APPROVAL OF REGULAR MEETING MINUTES FROM JULY 2, 2013.

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

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.

Commissioner Nelms made a motion to open the Public Hearing at 6:07 p.m.; Commissioner Gunnin seconded and there was unanimous approval.

Jeff Watkins went over the proposed changes.

No one had signed up to speak.

Commissioner Nelms made a motion to close the Public Hearing at 6:08 p.m.; Commissioner Poole seconded and there was unanimous approval.

Commissioner Johnston made a motion to adopt the proposed changes to the ordinance, reducing the fees by 90%, leaving it at a net 10%; Commissioner Nelms seconded and the Chairman opened the floor for comments. County Attorney Angie Davis noted that the motion should reference the ordinance and attached exhibit "A" which shows the reduction. Commissioner Johnston restated the motion to adopt the ordinance presented and the attachment and Commissioner Nelms seconded and the motion received unanimous approval.

2. Consider a petition by Acworth Highway 92 Partners, LLC, to modify conditions of zoning, Case # 05-04-030, Majestic Hwy. 92 Partners, LLC.

Commissioner Nelms made a motion to open the Public Hearing at 6:12 p.m.; Commissioner Gunnin seconded and there was unanimous approval.

Vicki Taylor Lee went over the details of the petition related specifically to three modifications the applicant was requesting. Mr. Woody Galloway, attorney for the applicant, was in attendance to answer questions and give more details on the modifications being requested. The list of modification requests was discussed and Mr. Galloway clarified that number one of the modifications should read 75' tall pylon sign, not 50'.

No one had signed up to speak.

Commissioner Nelms went over each modification presented for clarification by Mr. Galloway.

Commissioner Nelms made a motion to close the Public Hearing at 6:18 p.m.; Commissioner Poole seconded and there was unanimous approval.

Commissioner Nelms made a motion to adopt the resolution presented to approve the modifications requested: 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 75' tall pylon sign, in addition to monument signage, similar to the sign depicted in the elevation submitted with the 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 specific zoning and alter condition; 3. (4.a.) Alter building materials to read buildings shall have no less than 80% 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; Commissioner Poole seconded and there was unanimous approval.

PUBLIC COMMENT

No one signed up to speak.

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

Commissioner Johnston, District Commissioner for the case, stated that he thought the intent of growing natural foods for restaurants and the local market was pretty good use of the property and would support the Planning Commission's recommendation of approval.

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

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.

Chairman Ahrens commented that the County must submit one complete document to the Department of Revenue that includes the School Board's adopted rate. The School District will adopt theirs tomorrow night.

- B. Reminder of Public Hearing Scheduled for August 6, 2013 regarding the Etowah Community Development Standards.

Chairman Ahrens stated that this is a follow up of discussion from previous meetings. He added that the property owners have requested to postpone the Public Hearing until the August 20, 2013 meeting. He said that a document would be made available to the public in sufficient time before the public hearing. An advertisement of the Public Hearing will be appropriately posted.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

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.

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

COUNTY MANAGER

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

Mr. Cooper stated that an overview was provided in detail at the last meeting and a brief overview at today's Work Session. He then read through the rates as presented and attached as part of these minutes.

Commissioner Nelms asked for clarification from Work Session discussion if this would be the "plan B" option from previous discussions which included the 3% COLA adjustment for employees. Mr. Cooper confirmed that it was.

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

Chairman Ahrens added a comment that he had stated in the Work Session. In looking at the dollar values in the year 2008 vs. this particular millage rate, for O&M and Fire, we didn't have the Parks collection then, the dollar value generated by that millage rate is about a 1.5% increase over the level in 2008. Since 2008, we have had a 9% to 10% percent increase in population and an increase of about 6% consumer price index increase, so we have absorbed those kinds of increase in demand both from a standpoint of inflationary as well as population growth.

Commissioner Johnston mentioned he was proud that this represents 13 straight years the General Fund rate has been adjusted to compensate for the change in the value of the average property that has not seen a physical change or improvement. Since 2000 the average property owner is paying the same dollar amount under the General Fund property tax, so all inflation has essentially been absorbed. He added that it leaves us in the lower third of all Georgia counties on combined taxes that we control, and that is in spite of the fact that we are just one of three counties in Georgia that do not have the additional 1% sales tax to help fund operations. Mr. Cooper stated he did an analysis on the tax burden per capita and it has dropped from 2001. Commissioner Nelms added he was proud that they could reduce the millage rate and still pass on a COLA increase to the employees who have not seen a raise since 2008. Commissioner Johnston commented on the employees who were recognized during Work Session for their years of service who have stayed with the County through thick and thin.

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.

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

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.

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

2.4 Consider acceptance of U.S. Department of Housing and Urban Development CDBG Funding Approval/Agreement in the amount of \$975,232.00.

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

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 exceed \$1.8 million on October 1, 2013.

Mr. Cooper stated that the reduction in cost to employees will leave our reserves at an estimated 17%. Gallagher had recommended 18% previously but that is being evaluated to see what an ideal number is. He added that there will be a few issues to monitor for impact such as the Obamacare Plan, but our reserves are anticipated to be healthy enough to withstand that. Mr. Cooper recalled that a couple of years ago the employees received a substantial increase in health insurance cost and this reduction to give back to them is the right thing to do at this time.

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

2.6 Consideration of Benefits Committee recommendation to select Conexis as the new Flex Benefits provider.

Mr. Cooper commented that Conexis is a subsidiary of Blue Cross Blue Shield. He added that this change would be a decrease in cost and that the recommendation was to approve the PSA for Flex Benefit and Cobra Administration contingent upon review and approval of the County Attorney.

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

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

Mr. Cooper stated CCSWA would be paying half of the fees and the County would designate an alternate from CCSWA to serve on the governing board. The Chairman added the CCWSA has really stepped up and has created a positive impact of quality and professional contributions.

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

COUNTY ATTORNEY

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 6:44 p.m.; Commissioner Poole seconded and the motion received unanimous approval.

Cherokee County Board of Commissioners SPECIAL CALLED MEETING

July 25, 2013

CHEROKEE HALL 6:00 P.M.

MINUTES

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:02 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; County Manager Jerry Cooper; and County Clerk Christy Black. (Commissioners Nelms and Poole were absent.) Also present were Agency Directors/Department Heads; the media; and the public.

(1) Consider adoption of all 2013 Millage Rates.

Mr. Cooper said the purpose of the meeting was to approve the total millage **rates for the County, including the School Board's** rates. The School Board met last night and approved the millage rate: M&O at 19.450 and School Board Bond at .400. Total School Board M&O and Bond Millage of 19.850.

Commissioner Johnston made a motion to adopt the millage rates as stated by the County Manager totaling combined school and County Government millage rate of 29.797; Commissioner Gunnin seconded and there was unanimous approval, 3-0.

Mr. Cooper commended the BOC rolling back the millage rate and saving the tax payers that much more **as opposed to counties that say they don't raise taxes but they don't** roll back millage rates.

Chairman Ahrens added that they have to consider the element of inflation every now and then. If inflation is not taken into account over a number of years, you set yourself back. Commissioner Johnston commented that over the last 13 years, the County adjusted the M&O rate, with two equally off-setting exceptions for inflationary or deflationary change in the digest, which

means they only allowed revenues to increase by the amount of real growth. Based on that, the County has effectively absorbed all inflation in general M&O for 13 straight years.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Gunnin made a motion to adjourn at 6:08 p.m.; Commissioner Johnston seconded and the motion received unanimous approval.

AN ORDINANCE TO ADOPT THE 2013 MILLAGE RATE

FOR CHEROKEE COUNTY, GEORGIA

BE IT ORDAINED by the Board of Commissioners of Cherokee County, Georgia that they do hereby accept the proposed millage submitted by the Cherokee County Board of Education; and adopt such County millage rates applicable for the Fiscal Year beginning January 1, 2013 and ending December 31, 2013 and shall be as follows:

General Government M&O	05.798
Fire District M&O	03.373
Park Bond	00.776
TOTAL GENERAL GOVERNMENT, FIRE DISTRICT M&O, and PARK BOND MILLAGE	09.947
School Board M&O	19.450
School Board Bond	00.400
TOTAL SCHOOL BOARD M&O and BOND MILLAGE	19.850
TOTAL COMBINED MILLAGE RATE	29.797

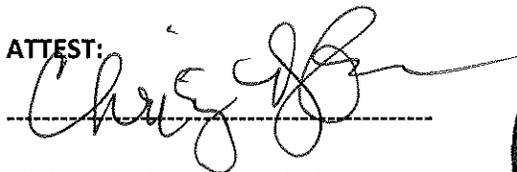
SO ORDAINED THIS THE 25th DAY OF JULY, 2013

BOARD OF COMMISSIONERS

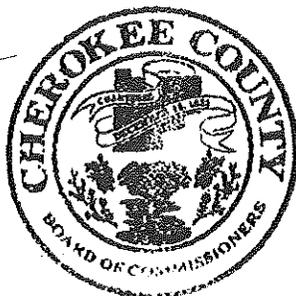


L.B. Ahrens, Jr., Chairman

ATTEST:



Christy Black, County Clerk





Cherokee County, Georgia Agenda Request

SUBJECT: Youth Sports Champions Day 2013

MEETING DATE: August 7, 2012

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Proclamation for Youth Sports Champions Day in Cherokee County for 2013

FACTS AND ISSUES:

In recognition of the hard work and determination of the many athletes and coaches in our youth sports programs throughout the county, the role these activities play in the development of the children and the success many of them have experienced on the playing field, we would like to recognize those local youth athletes by declaring August 6th, 2013 as Youth Sports Champions Day in Cherokee County.

Those teams/individuals that have won a State Championship (or higher) level event during the past year are named and would be invited to attend the Board of Commissioner's meeting.

BUDGET:

Budgeted Amount: None 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:

Adoption of Proclamation for Youth Sports Champions Day in Cherokee County

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A large, handwritten signature in black ink, appearing to read "Bryan Reynolds", is written over the signature lines for the Department Head, Agency Director, and County Manager.



Cherokee County, Georgia Agenda Request

SUBJECT: Surplus equipment

MEETING DATE: 8/6/2013

SUBMITTED BY: Evariste Nya on behalf of Public safety.

COMMISSION ACTION REQUESTED:

Consider approval for surplus of computers and electronic equipment

FACTS AND ISSUES:

These devices are in fair or poor condition and ready to be transferred to Waste Management to be disposed of. They come from various Public safety divisions (SO, E911, EOC etc...).

BUDGET:

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

Contract Approval Required: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approval for surplus of computers and electronic equipment.

REVIEWED BY:

DEPARTMENT HEAD:

Evariste Nya

AGENCY DIRECTOR:

Evariste Nya

COUNTY MANAGER

[Signature]

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

SURPLUS PROPERTY TRANSFER FORM

Date: July 18, 2013

Transferred From: IT	Transferred To: Surplus
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Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Switch, 3comm, 4400, 7PVV197384F40	F			
2	1	Switch, 3comm, 4400, 7PVV197384C80	F			
3	1	Switch, 3comm, 4400, 7PVV197384980	F			
4	1	Switch, 3comm, 4400, 7PVV197384C40	F			
5	1	Switch, 3comm, 4400, 7PVV1973834C0	F			
6	1	Switch, 3comm, 1100, 7ZLV1DB7038	F			
7	1	PC, Dell, Dimension 2350, 3N6PP21	P			NA
8	1	PC, Gateway, GP7-500, 0016875129	P			
9	1	Printer, HP, 2575, MY5BL321YF	P			
10	1	CRT Monitor, Gateway, 500-069CS, 15025B052536	P			
11	1	LCD Monitor, elo, E874209, J08C018428	P			
12	1	LCD Monitor, Gateway, FPD1630, MUL5022C0074925	P			

Purchasing Representative Signature: <i>[Signature]</i> Title: <i>Specialist</i> Date: <i>7-25-13</i>	Dept Property Coordinator Signature: <i>[Signature]</i> Title: <i>Systems Analyst</i> Date: <i>7-24-13</i>	Received By Signature: Title: Date:
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CHEROKEE COUNTY BOARD OF COMMISSIONERS
 1130 Bluffs Parkway
 Canton, GA 30114

SURPLUS PROPERTY TRANSFER FORM

Date: July 18, 2013

Transferred From: IT	Transferred To: Salvage
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Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	101	Sprint - Aircards	F			N/A
2	11	Dell Keyboards	F			
3	12	Dell Mice	P			
4	8	Dell Monitor Bases	F			
5	1	Amplifier, Realistic, 32-2035, 92A00672	P			
6	1	Calculator, Sharp, EL-1197IV, 8835099X	P			
7	1	CRT Monitor, Pelco, PMC14F, 20207077	P			
8	1	Fax Machine, Brother, 4100e, U61639M9J122333	P			
9	1	Hub, 3com, 3C16406, 7TSV470D92	F			
10	1	Hub, 3com, 3C16406, 7TYV14C7E8	F			
11	1	Hub, 3com, 3C16405, KTRS1FACEB8	F			
12	1	Hub, D-Link, DE824TP, HDG2003293	F			
Purchasing Representative Signature: <i>[Signature]</i> Title: <i>sr Proc Specialist</i> Date: <i>7-25-13</i>			Dept Property Coordinator Signature: <i>Joseph W. Thompson</i> Title: <i>Systems Analyst</i> Date: <i>7-24-13</i>		Received By Signature: Title: Date:	

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

SURPLUS PROPERTY TRANSFER FORM

Date: July 18, 2013

Transferred From: IT	Transferred To: Salvage
-----------------------------	--------------------------------

Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Hub, D-Link, DE824TP, AO47A04530	F			N/A
2	1	Laptop, Dell, Latitude D510, 3VJZF81	P			↓
3	1	Laptop, Dell, Latitude D510, 5WJZF81	P			
4	1	LCD Monitor, Dell, 1907FPI, CN-0DC323-71618-631-BM6J	P			
5	1	LCD Monitor, Dell, 1907FPf, Cn- 0CJ319-72872-65S-1L2L	P			
6	1	LCD Monitor, Dell, 1907FPI, CN-0DC323-71618-67C-BKD5	P			
7	1	LCD Monitor, Dell, 1907FPI, CN-0CJ319-72872-65S-1LEL	P			
8	1	LCD Monitor, Dell, 1907FPI, CN-0DC323-71618-631-BM65	P			
9	1	LCD Monitor, Dell, 1907FPI, CN-0CJ319-72872-65S-1LDL	P			
10	1	LCD Monitor, Dell, 1907FPc, CN-0CC299-64180-67J-0MZA	P			
11	1	LCD Monitor, Dell, 1907FPf, CN-0CJ319-72872-65S-1LNL	P			
12	1	LCD Monitor, Dell, 1907FPf, CN-0CJ319-72872-65S-0E2L	P			

Purchasing Representative Signature: <i>[Signature]</i>	Dept Property Coordinator Signature: <i>Joseph W. Thompson</i>	Received By Signature:
Title: <i>Sr Proc Specialist</i>	Title: <i>Systems Analyst</i>	Title:
Date: <i>7-25-13</i>	Date: <i>7-24-13</i>	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: July 18, 2013

Transferred From: IT	Transferred To: Salvage
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Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	LCD Monitor, KDS, K717, F8E158081445U	P			N/A
2	1	LCD Monitor, Dell, E151FP, 03K648-46633-26P-1275	P			↓
3	1	LCD Monitor, Dell, E151FP, 03K648-46633-26P-13BC	P			
4	1	LCD Monitor, Dell, E151FPb, 08W234-46633-349-04FY	P			
5	1	LCD Monitor, Gateway, FPD1530, QS6322205773	P			
6	1	LCD Monitor, Dell, 1704FPVI, CN-0J8642-71618-509-AESK	P			
7	1	LCD Monitor, Dell, 1504FP, MX0U300147605425AS7P	P			
8	1	LCD Monitor, Dell, 1504FP, MX0U300147605425AS7Q	P			
9	1	LCD Monitor, Dell, 1907FPI, CN-0CJ319-72872-65S-0UCL	P			
10	1	LCD Monitor, Dell, 1703FPs, MX-02Y311-47605-384-AZ32	P			
11	1	Link Bulder, 3com, 3C16670, 7GVV023938	P			
12	1	PC, Dell, Precision 340, C7LJ931	P			

Purchasing Representative Signature: <i>[Signature]</i>	Dept Property Coordinator Signature: <i>Joseph W. Thompson</i>	Received By Signature:
Title: <i>Sr Proc Specialist</i>	Title: <i>Systems Analyst</i>	Title:
Date: <i>7-25-13</i>	Date: <i>7-24-13</i>	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: July 18, 2013

Transferred From: IT	Transferred To: Salvage
-----------------------------	--------------------------------

Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poof	Funding Information	Final Disposition	Fixed Asset#
1	1	PC, N/A, 729937-803, W-0018	P			N/A
2	1	PC, HP, D530C, 2UA40604C1	P			
3	1	PC, Dell, Optiplex GX240, CK7VR11	P			
4	1	PC, Dell, Optiplex GX240, 1H7VR11	P			
5	1	PC, Dell, Dimension 4500, D53TQ11	P			
6	1	PC, Dell, Dimension 4500, B63TQ11	P			
7	1	PC, Dell, Dimension 4500, 253TQ11	P			
8	1	PC, Dell, Precision 340, 5DLJ931	P			
9	1	PC, Dell, Optiplex GX280, JS8YV61	P			
10	1	Phone, Comdial, 813A, 1241087	P			
11	1	Phone, Northern Telecom, N/A, N/A	P			
12	1	Printer, Dell, 2330dn, GN-0DX767-48730-97K-1BZQ	P			N/A

Purchasing Representative	Dept Property Coordinator	Received By
Signature: <i>[Signature]</i>	Signature: <i>Joseph W. Thompson</i>	Signature:
Title: <i>Sr Proc Specialist</i>	Title: <i>Systems Analyst</i>	Title:
Date: <i>7-25-13</i>	Date: <i>7-24-13</i>	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: July 18, 2013

Transferred From: IT	Transferred To: Salvage
-----------------------------	--------------------------------

Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Printer, Dell, 1320C, 44KTHF1	P			N/A
2	1	Printer, Dell, 3110, 40D5991	P			}
3	1	Printer, Canon, K10287, QC19622DB0102	P			
4	1	Printer, Dell, 2330dn, C1NBSG1	P			
5	1	Printer, Dell, M6200, DCSBS21	P			
6	1	Printer, HP, Deskjet 5150, MY4164J37X	P			
7	1	Printer, Dell, AllInOne 944, 274SB61	P			
8	1	Printer, Dell, 1720dn, CN-0DK795-73190-88E-2870	P			
9	1	Printer, Dell, 5100cn, GBJG751	P			
10	1	Printer, HP, C5140, MY681C20XJ	P			
11	1	Slide Projector, Kodak, 4400, 014658	P			
12	1	Slide Projector, Kodak, 4200, 752580	P			
Purchasing Representative Signature: <i>[Signature]</i> Title: <i>Procurement Specialist</i> Date: <i>7-25-13</i>			Dept Property Coordinator Signature: <i>Joseph W. Thompson</i> Title: <i>Systems Analyst</i> Date: <i>7-24-13</i>		Received By Signature: Title: Date:	





Cherokee County, Georgia Agenda Request

SUBJECT: Fire-ES Training Center

MEETING DATE: August 6, 2013

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

COMMISSION ACTION REQUESTED: It is requested that the Board approve granting underground electrical service easement and perpetual right-of-way to Georgia Power (GA Power) for the underground electrical services lines running within and to/from the new Fire-ES Training Center, located at 3985 Holly Springs Parkway, Holly Springs, Georgia, in Cherokee County. There is no cost associated with granting of the underground easement, and no cost associated with GA Power bringing in electrical service for the new Fire-ES Training Center.

FACTS AND ISSUES: In accordance with standard procedures, GA Power requires each property Owner to provide an easement for the installation by GA Power of the required and needed electrical service lines. Execution by the County of the attached easement documents is required for GA Power to commence construction and installation of the underground electrical service lines.

Attached is the underground easement document, and attached sketch for the new Fire-ES Training Center, located at 3985 Holly Springs Parkway, Holly Springs, Georgia, in Cherokee County. There is no cost associated with granting of the underground easement, and no cost associated with GA Power bringing in electrical service for the new Fire-ES Training Center.

BUDGET:

Budgeted Amount:	\$ N/A	Account Name: Fire-ES Training Center
Amount Encumbered:	\$	Account #: SPLOST
Amount Spent to Date:	\$	
Amount Requested:	\$	
Remaining Budget:	\$	

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

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

ADMINISTRATIVE RECOMMENDATION: It is requested that the Board approve granting underground electrical service easement and perpetual right-of-way to Georgia Power (GA Power) for the underground electrical services lines running within and to/from the new Fire-ES Training Center, located at 3985 Holly Springs Parkway, Holly Springs, Georgia, in Cherokee County. There is no cost associated with granting of the underground easement, and no cost associated with GA Power bringing in electrical service for the new Fire-ES Training Center.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER:

Parcel 001 Name of Line CHEROKEE COUNTY FIRE DEPARTMENT (CHEROKEE COUNTY)

undersigned. Any timber cut on said land by and for said Company shall remain the property of the owner of said timber.

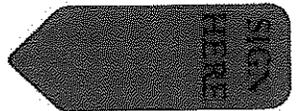
The rights herein include and embrace the right to clear and keep clear all trees and other obstructions located within ten (10') feet of the underground distribution line.

Said Company shall not be liable for or bound by any statement or understanding not herein expressed.

IN WITNESS WHEREOF, the undersigned ha__ hereunto set _____ hand__ and seal, this _____ day of _____, _____.

Signed, sealed and delivered in the presence of:

Cherokee County, State of Georgia



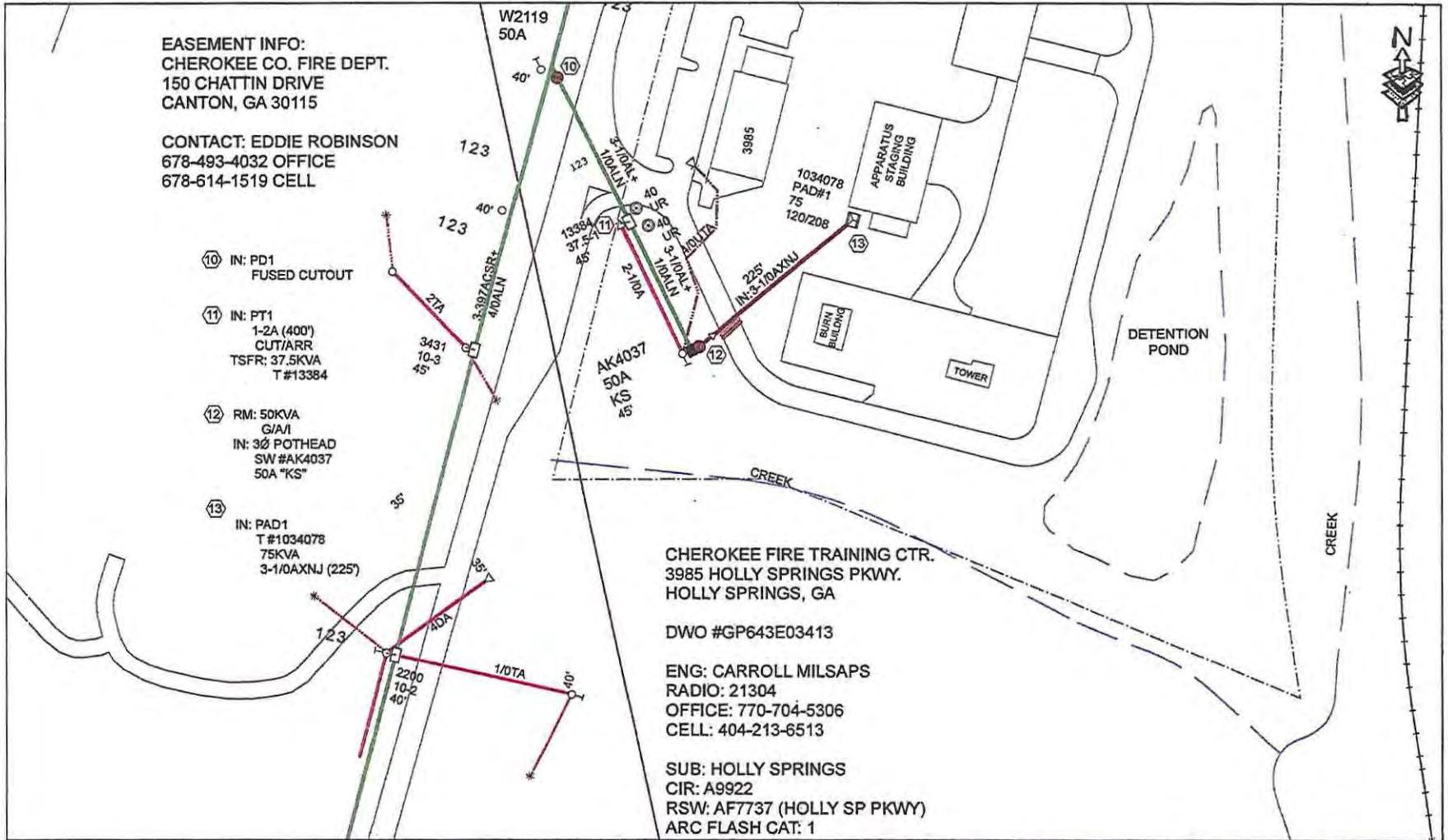
Witness

By: _____ (SEAL)
Name:
Title:

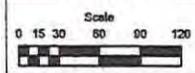
Notary Public

Attest: _____ (SEAL)
Name:
Title:

EXHIBIT A



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GEORGIA POWER COMPANY
 JOB TITLE: CHEROKEE FIRE TRAINING CENTER
 LOCATION: 3985 HOLLY SPRINGS PKWY.
 HOLLY SPRINGS
 ENGINEERED BY: MILSAPS, FRED C.

MAP REFERENCE
 0351-1422, 0348-1422







Cherokee County, Georgia Agenda Request

SUBJECT: Set Public Hearing to transmit new CIE and 2013 Report MEETING DATE: 08/06/2013

SUBMITTED BY: Margaret Stallings

COMMISSION ACTION REQUESTED:

Set a Public Hearing for August 20th BOC meeting to transmit the new Capital Improvement Element and 2013 Annual Impact Fee Report to the Atlanta Regional Commission and the Georgia Department of Community Affairs for their review.

FACTS AND ISSUES:

Since May, Bill Ross from Ross+Associates has been engaged in preparing updated versions of our Capital Improvement Element and Impact Fee Methodology Report. These documents are being updated to reflect new population, housing and employment projections as well as adjusted project lists for each of the six (6) impact fee facilities. Bill has met with each of the related departments to gather updated information on existing facilities and future capital projects. The documents will be available in draft form within the next week. We are ready to set the public hearing for August 20th to transmit the documents to ARC and DCA for review.

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:

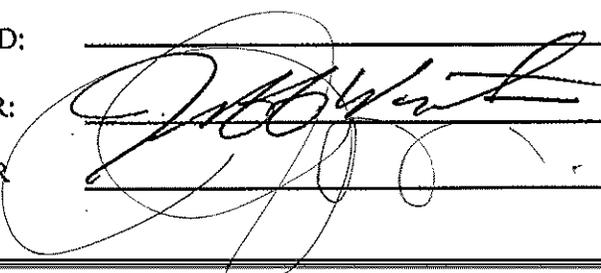
Set a Public Hearing for the August 20th BOC meeting in order to consider transmitting the new Capital Improvement Element and 2013 Annual Impact Fee Report to ARC & DCA for review.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____



Impact Fee Program Update

Cherokee County
Board of Commissioners
August 6, 2013

Bill Ross, President
ROSS+associates

Agenda

What Are Impact Fees?

Purpose of Update

CIE Update Process

Impact Fee Components

Preliminary Results

Next Steps

Today –

- Background on impact fees
- The update process

August 20 –

- Impact Fee Calculations
- CIE Public Hearing

What Are Impact Fees?

Capital Project Financing Options

- Taxes – Often SPLOST, Sometimes General Fund
- Bonds – Repaid Through Taxes (i.e. Parks Bond)
- Impact Fees
- State and/or Federal Funds

What Are Impact Fees?

A charge ...

levied on new building construction ...

to cover the cost of building or providing public facilities ...

that are needed only to serve such new growth and development.

The impact fee must be proportional to the demand placed on the public facilities by each building project.

Taxes vs. Fees

- Taxes

 - Based on property value, money spent, income

 - No required connection between taxes paid and services received

- Fees

 - Direct connection required between amount of fee and services made available

 - "Rational Nexus"

Public Facilities – Ga Law

- Water supply, treatment & distribution.
- Wastewater collection, treatment & disposal.
- Roads, streets, and bridges.
- Storm-water and flood control facilities.
- Parks, open space, and recreation.
- Law enforcement – police, 911, fire, emergency medical, and rescue.
- Libraries.

Public Facilities - Cherokee

- Water supply, treatment & distribution.
- Wastewater collection, treatment & disposal.
- Roads, streets, and bridges.
- Storm-water and flood control facilities.
- Parks, open space, and recreation.
- Law enforcement – police, 911, fire, emergency medical, and rescue.
- Libraries.

Limitations on Impact Fees

- Impact fees must be spent in the same public facility categories for which they were collected.
- Impact fees must be deposited into an interest bearing account.
- Impact fees not encumbered within 6 years must be refunded to the fee payer, with interest.
- The same Level of Service must be applied to the existing population as new growth.
- All calculations must be made in Net Present Value.
- Annual Financial Reporting and STWP Update.

Fee Reductions

Several ways for the impact fees to be reduced on a particular property:

- Credit for Building System Improvements
- Exemptions – Extraordinary Economic Impact & Affordable Housing
- Individual Assessments
- Administrative Appeals

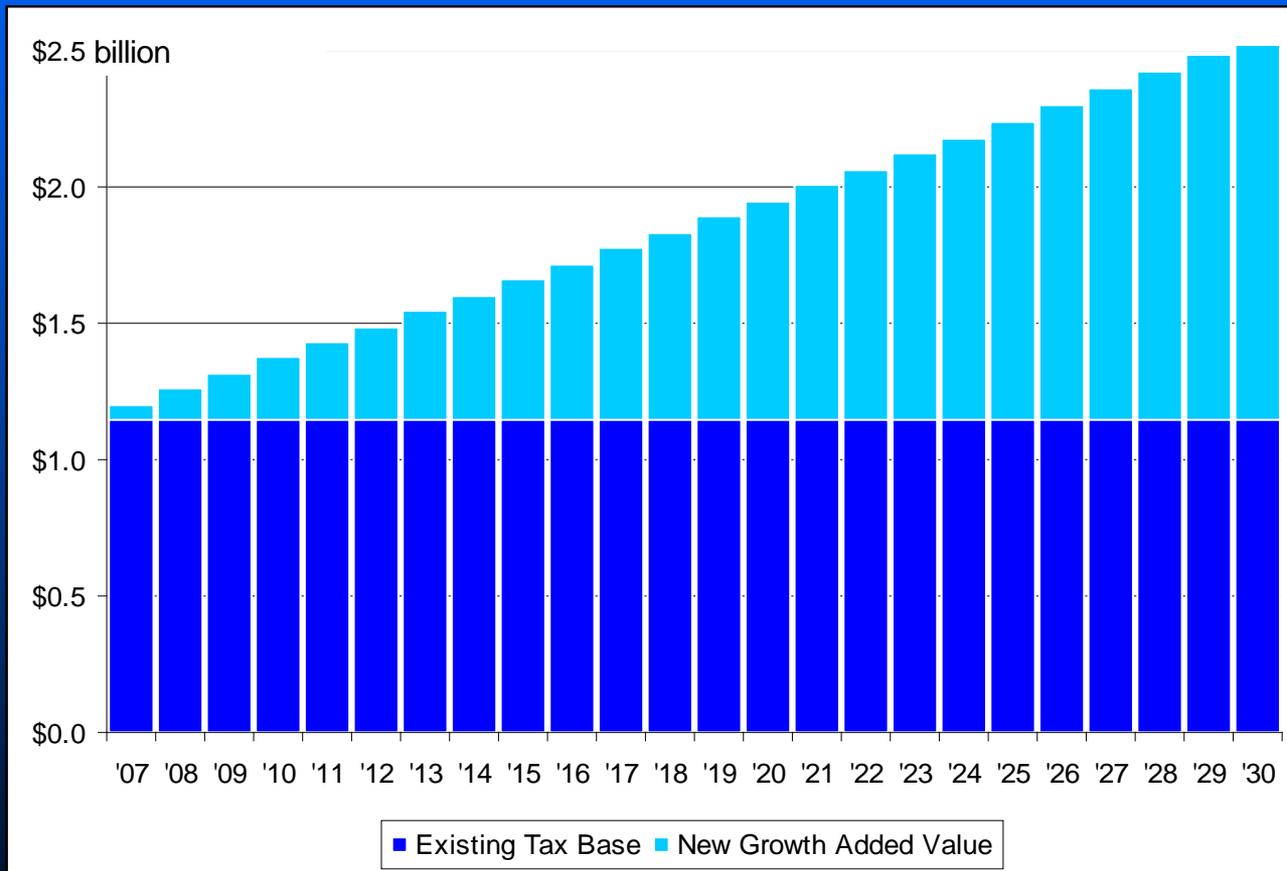
Purpose Of Update

Purpose

- Ensure Impact Fees Remain Proportional – New Projections
- Reflect Changes in List of Capital Projects and Costs
- Improved Accounting for Credits & Net Present Value

“Fair Share” Funding

New Growth and Tax Base Value

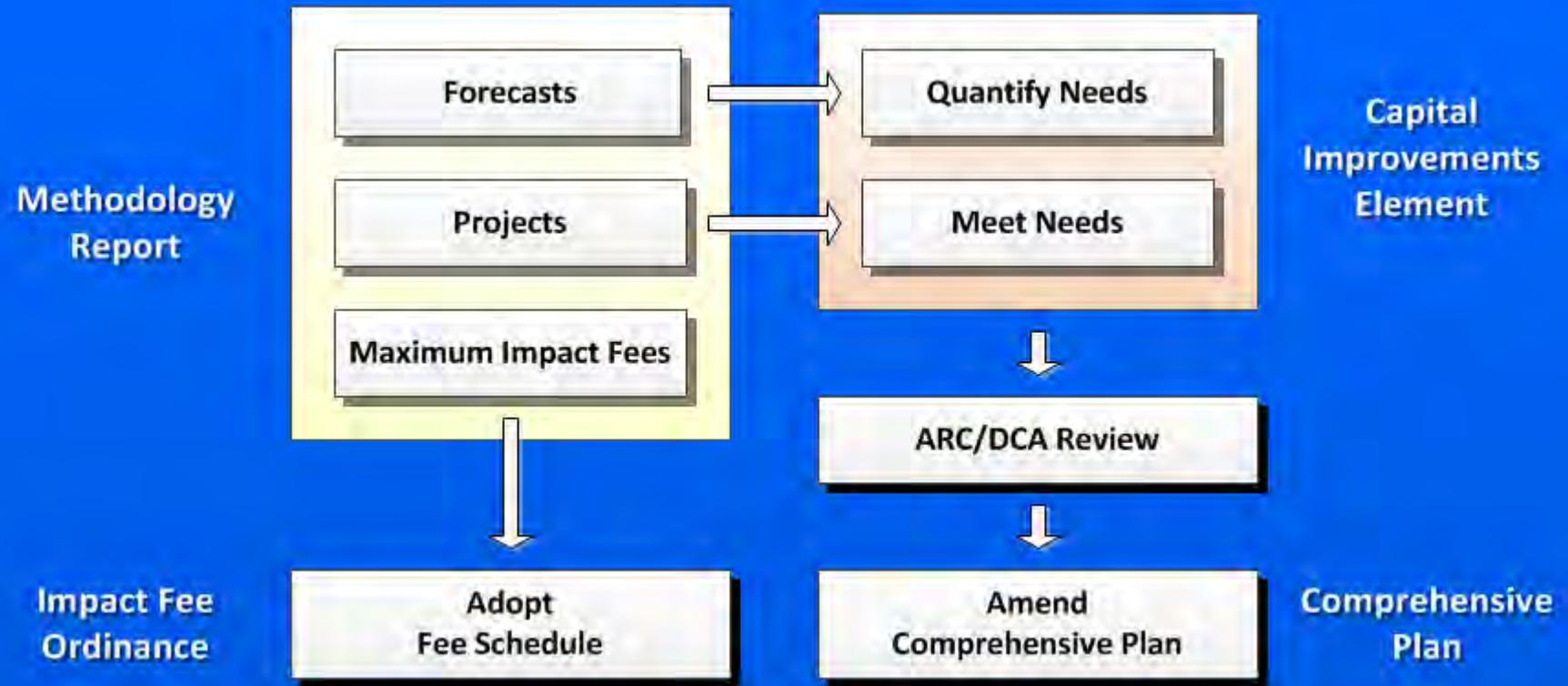


The Update Documents

- Impact Fee Methodology Report
(How much could be charged?)
- Capital Improvements Element
(Connection to Comprehensive Plan)
- Impact Fee Ordinance
(Revised fee schedule)

CIE Update Process

The CIE Update Process



The Planning Connection: DIFA

Municipalities and counties which have adopted a **comprehensive plan** containing a **capital improvements element** are authorized to impose by ordinance development impact fees as a condition of development approval on all development pursuant to and in accordance with the provisions of [the Georgia Development Impact Fee Act].

Capital Improvements Element

"**Capital improvements element**" sets out

- **projected needs** for system improvements during a planning horizon established in the comprehensive plan,
- a **schedule of capital improvements** that will meet the anticipated need for system improvements, and
- a description of anticipated **funding sources** for each required improvement.

CIE Link - impact fee program

The CIE establishes the impact fee project listing for each Public Facility Category, including ...

- A schedule of projects.
- The estimated cost of each project.
- The percentage of each project that is impact fee eligible.

Minor changes in Annual CIE Update Report.

Major changes require an amendment to the CIE.

Impact Fee Cost Components

PROJECT COST
Current estimated cost of project

PLUS

ADJUSTMENTS
Future increase due to inflation
Reduced to present using CPI

MINUS

CREDITS
SPLOST, Bonds, Property Taxes
paid by new growth

EQUALS

MAXIMUM NET FEE
Net Present Value

Fee Schedule

The MAXIMUM impact fees that could be adopted are calculated in the **Methodology Report**.

State Law provides that new development cannot be charged MORE than their "proportionate share" (i.e., the maximum).

However, the County can **adopt lower fees** than the maximum (a % across the board, for instance) ... and make up the difference **from other revenue sources**.

Preliminary Results

- Libraries ↓
 - Reduction in Square Footage & Collection Materials
- Fire Protection ↑
 - Reduction in Square Footage & Heavy Vehicles, cost inflation
 - Added Ambulances as Separate Category
- Public Safety Facility ↑
 - \$13.8 mil Communications Project Removed
 - Cost of Jail Expansion Has Increased (inflation)

Preliminary Results

- Sheriff's Patrol ↑
 - Higher LOS Based on 2013 Precincts & CID / K-9
- Parks & Recreation ↑
 - Parks Bond Projects Raised Overall 2013 LOS
- Roads ↓
 - \$10 mil Reduction in Cost Estimate for Bells Ferry-2 (Road Widening)
 - Bells Ferry-3 No Longer Eligible for Impact Fees
 - Reviewing Trip Generation rates

Next Steps

Board of Commissioners –

- Briefing on Methodology Report – August 20
- Hold Public Hearing - August 20
- Transmit Draft CIE to ARC
- Receive ARC/DCA comments/approval
- Adopt CIE (with any revisions) – October 15?
- Amend Impact Fee Ordinance with new fee schedule

Q&A

ROSS+associates

Bill Ross

404-626-7690

bill@planross.com



Cherokee County, Georgia Agenda Request

SUBJECT: Old Doss Lane Roadway Design

MEETING DATE: August 6, 2013

SUBMITTED BY: Geoffrey E. Morton, County Engineer

COMMISSION ACTION REQUESTED:

Consider approval of a proposal from Moreland Altobelli Associates, Inc. to perform a roadway design for Old Doss Lane under their annual engineering consulting services contract in the amount of \$11,000.00.

FACTS AND ISSUES:

The Cherokee County Roadway Capital Program Management Division requested proposals from four (4) engineering firms to provide roadway design services for improvements to Old Doss Lane, from Old Doss Road to the railroad. All four firms provided proposals. They included:

Moreland Altobelli Associates, Inc.	\$11,000.00
Southeastern Engineering, Inc.	\$17,500.00
American Engineers, Inc.	\$29,400.00
Ross Consulting Engineers, Inc.	\$36,600.00

Upon review of all proposals, we recommend award of the design to Moreland Altobelli Associates, Inc.

BUDGET:

Budgeted Amount:	\$66,592.00	Account Name: Roadway Design Countywide
Amount Encumbered:	\$ 0.00	Account #: SPLOST - 64011
Amount Spent to Date:	\$40,974.00	
Amount Requested:	\$11,000.00	
Remaining Budget:	\$14,618.00	

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 from Moreland Altobelli Associates, Inc. to perform a roadway design for Old Doss Lane under their annual engineering consulting services contract in the amount of \$11,000.00.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



Thomas D. Moreland, PE
Chairman/CEO

Buddy Galton, PE
President

Vickie E. Moreland
Executive Vice President/CFO

George M. Byrd, PE
Senior Vice President

J. Holly Moreland
Vice President

Richard C. Bouffain, PE
Vice President

Henry E. Collins, Jr.
Vice President

Bradley M. Ha'a, PE
Vice President

Albert J. Joyner, Jr
Vice President

L.N. Manchi, P.E.
Vice President

Joe McGrew, PE
Vice President

July 29, 2013

Cherokee County Roadway Capital Program Management Division
1130 Bluffs Parkway
Canton, Georgia 30114

Attention: Geoffrey E. Morton, PE, County Engineer

Re: Request for Proposal, Design Services for Old Doss Lane Improvement Plan

Dear Mr. Morton:

Moreland Altobelli Associates, Inc. (MA) is pleased to offer the County the following proposal to provide the requested services. We have reviewed the RFP and survey files provided and understand the scope to generally be as follows:

- Develop plans, profiles and cross sections for use by the County's in-house forces.
- Improved road will have minimum pavement width of 20 feet and rural ditch typical section within 60 feet of right of way.
- The design speed is 25 mph.
- All design plans will conform to specifications and policies of GDOT, AASHTO and the MUTCD.
- Final plans will be submitted electronically.

Eric Brown, PE, RLS, will be our project manager and lead designer; as well as your single point of contact. His resume is attached for your consideration.

Our proposed lump sum fee is \$11,000 for the required construction and right-of-way plans, cross sections and erosion control plans. The fee does not include any environmental permitting or supplemental survey costs.

Please do not hesitate to call Eric at 770-781-5507 or me at 770-263-5945 with any questions you may have. We appreciate the current contracts we have with Cherokee County for right-of-way tasks and look forward to the opportunity to provide engineering services.

Sincerely,

Thomas D. Moreland, PE
Chairman/CEO



Position
Project Engineer

Education
B.S., Civil Engineering,
Georgia Institute of
Technology

Professional Registrations
Professional Engineer
Georgia #17039
South Carolina #28521
Registered Land Surveyor:
Georgia #3101

Professional Certifications
Level II Certified Design
Professional #18452,
Georgia Soil and Water
Conservation Commission

Eric W. Brown, PE, RLS

Brown, senior project manager for Moreland Altobelli (MA), brings more than 25 years of hands-on practical involvement in civil site design, project management, quality assurance, quote preparation, scheduling/coordinating tasks, and problem solving.

Brown's experience includes:

- Storm drainage analysis and design
- Flood studies
- Storm water management design
- Roadway and Intersection improvements
- Land planning and site design
- Water system modeling and design
- Sanitary sewer and storm drainage design
- Stream stabilization
- Erosion and sediment control plans
- Water and wastewater treatment plants
- Water supply systems, reservoirs, and storage tanks design
- Boundary and topographic surveys and construction layout
- Regulatory contact and permitting

His project experience includes:

Storm drainage system analysis and design, Gwinnett County DWR and DeKalb County, Georgia public works department

- Evaluate and design stormwater culverts and storm drainage systems.
- Evaluate and design storm drainage repairs.
- Evaluate existing detention ponds and design pond repairs.

Site Design – Responsible for layout, grading, utilities, and stormwater design for numerous projects, including:

- Carrington Academy, Forsyth County, Georgia
- Evans Farms, Forsyth County, Georgia
- Hunters Walk, Forsyth County, Georgia
- Brookside, Forsyth County, Georgia

Roadway/Intersection Design – Responsible for construction plans and CM and CEI for the following projects:

- State Route 9 at Main and Maple Streets, Cumming, Georgia
- Drew Road at Bethelview Road, Forsyth County, Georgia
- Leland Drive, Cobb County, Georgia
- Buford Dam Road, Cumming, Georgia
- Kelly Mill Road, Forsyth County Georgia

Sanitary/Storm Sewer – CM and CEI, layout and design of numerous systems including:

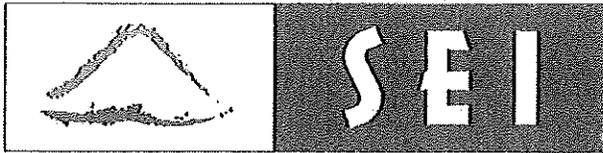
- Culverts and storm drainage systems, Gwinnett County DWR, Georgia
- Sewer system, City of Cornelia, Georgia
- 150,000 GPD lift station, Cornelia, Georgia

Water/Wastewater Treatment Plants – Prepared construction drawings and calculations and performed CM and CEI for the following projects:

- Baldwin Demorest Water System, Water Treatment Plant, Demorest, Georgia
- Fripp Island Wastewater Treatment Plant Expansion, Fripp Island, SC
- Golden State Foods Wastewater Pretreatment Facility, Conyers, Georgia



Engineering • Planning •
Surveying • Geotechnical •
Environmental • Land
Acquisition • Architecture



SOUTHEASTERN ENGINEERING, INC.

2470 Sandy Plains Rd. Suite A
Marietta, GA 30066
Phone (770) 321-3936
Fax (770) 321-3935
wayne@seengineering.com

July 29, 2013

Geoffrey E. Morton, P.E.
Cherokee County
678-493-6057
1130 Bluffs Parkway
Canton, GA 30114

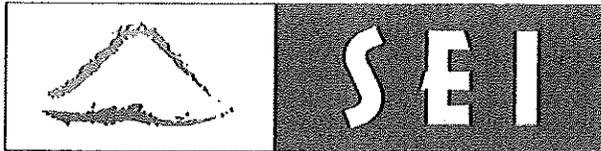
RE: Design Services for Old Doss Lane Improvement Plan

Dear Geoffrey,

Southeastern Engineering, Inc., SEI, appreciates the opportunity to provide this proposal to provide professional engineering, design and landscape architecture services for the above referenced job. In structuring this proposal, SEI has drawn upon previous experience, however, as experience has shown, not all requirements can be anticipated. Please review the exclusions and general conditions at the end of this proposal carefully.

Sincerely,

Wayne Matthews, PE
Southeastern Engineering, Inc.



SOUTHEASTERN ENGINEERING, INC.

2470 Sandy Plains Rd. Suite A
 Marietta, GA 30066
 Phone (770) 321-3936
 Fax (770) 321-3935
wayne@seengineering.com

Scope of Services

SEI will begin by preparing a base map with Cherokee County survey information. SEI will then use the supplied data to analyze the existing vertical and horizontal road alignment to determine what changes need to be made to enhance the safety and quality of this roadway. SEI will work with Cherokee County Staff to determine the best solution for the roadway and provide construction drawings, including plan and profile, cross-sections at 50 foot intervals, right-of-way plans and erosion and sediment control plans. SEI will comply with all AASHTO, MUTCD, and Georgia Department of Transportation Standards and Specifications.

Phase/Description	Rate	Billed	Authorization (Initials)
Old Doss Lane Improvement Plan	\$17,500	% Complete	

Schedule

SEI can initiate work on this project immediately upon notice to proceed. At the request of the client, SEI will provide a detailed project schedule within 5 business days of receipt of an executed contract.

Terms of Payment

If additional professional services are required beyond the scope of work defined by this proposal, SEI will cease work immediately and notify you to receive approval prior to proceeding. Upon receipt of an approved change order, any additional work requested outside the scope of services shall be billed in accordance with the standard rate schedule contained herein. If the project is not approved within 6 months for reasons others than items within SEI's scope of services, this contract shall be considered completed, and payment of services rendered will be due. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This contract shall be considered valid for a period of ninety (90) days from the date on page one. The General Conditions attached hereto are a part of the proposal and will be part of our agreement. If the above scope of services and terms are acceptable, please execute the agreement by initialing (each page), initialing the individual fees as they apply above and signing where appropriate. Please then return a copy for our records. Southeastern Engineering, Inc. appreciates the opportunity to be of service. If you have any questions or require additional information, please feel free to contact me a call at your earliest convenience.

Sincerely,



Wayne Matthews, P.E.

Accepted:

Geoffrey E. Morton, P.E.
Cherokee County

Date

HOURLY RATE SCHEDULE:

All additional services shall be Involced according to the following rates:

Planning and Landscape Architecture Personnel:

Administrative / Intern:	\$45/hr.
Technician:	\$55/hr.
Land Planner:	\$95/hr.
Landscape Architect I:	\$75/hr.
Landscape Architect II:	\$95/hr.
Landscape Architect III:	\$125/hr.

Engineering Personnel:

Adminstrative:	\$45/hr.
Technician I:	\$55/hr.
Technician II:	\$65/hr.
Land Planner:	\$95/hr.
Engineer I:	\$75/hr.
Engineer II:	\$95/hr.
Engineer III:	\$125/hr.
Principal:	\$150/hr.

Surveying Personnel:

Field Crew:	\$125/hr.
Field Crew (3 man):	\$165/hr.
GPS Field Crew:	\$165/hr.
Registered Land Surveyor:	\$125/hr.
LSIT Surveyor:	\$100/hr.
Project Manager:	\$80/hr.
Technician:	\$60/hr.
Administrative:	\$45/hr.

Note: Personnel Include direct and contract employees.

OTHER CHARGES:

Automobile	\$.44/mile		
Prints	<u>Sheet Size</u>	<u>Black/white</u>	<u>Color</u>
	8.5x11		\$0.75/pg
	17x22	\$1.17/pg	
	24x36	\$2.70/pg	\$24/pg
	30x42	\$3.93/pg	\$35/pg

DIRECT EXPENSE REIMBURSEMENT:

Outside services, equipment, and facilities not furnished directly by SEI will be billed at cost plus 15%, and may include, but are not limited to, the following:

Shipping	Special fees, permits, insurance, etc.
Transportation on public carriers	Printing and photographic reproduction
Meals and lodging	Subcontractors
Bonds required by project or client	Rental of equipment and vehicles
Outside laboratory testing	Supplies

EXCLUSIONS:

This proposal does not include the following:

- Construction management, contract administration or price/cost negotiations of construction work.
- Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work.
- Geotechnical investigation, compaction analysis of existing or compacted soils
- Buffer encroachment variance through EPD or Cherokee County.
- Land surveying services
- FEMA flood studies, LOMR, LOMA
- Traffic study (none anticipated)
- Downstream utility analysis, extension or improvement
- Utility coordination
- GDOT coordination
- Development or zoning variance application or coordination
- Direct expenses such as prints, courier, permit, submittal, application or recording fees, etc.
- Zoning or special use permit coordination
- Jurisdictional Determination of Waters of the State / Wetlands



AMERICAN ENGINEERS, INC.
PROFESSIONAL ENGINEERING

1634 White Circle, Suite 101
Marietta, GA 30066
Office (770) 421-8422
Fax (770) 421-0064

Mr. Geoffrey Morton, PE
County Engineer
Capital Program Management
1130 Bluffs Parkway
Canton, GA 30114

July 25, 2013

RE: Old Doss Lane Improvement Plan

Dear Geoff:

On behalf of American Engineers, Inc. (AEI), I would like to say we appreciate the opportunity to propose on the Design Services for your Old Doss Lane Improvement Plan based upon the scope of services dated July 15, 2013. Our proposed fee to provide this design is \$29,400.00. Again, we thank you for this opportunity to propose on this exiting Cherokee County Transportation Project and we look forward to continuing our strong relationship with Cherokee County.

Sincerely,
AMERICAN ENGINEERS, INC.

A handwritten signature in black ink that reads 'Tom Fravel' in a cursive, flowing script.

Tom Fravel, PE
Branch Manager

www.aei.cc

Glasgow, KY • Louisville, KY • Owensboro, KY • Madison, TN • Marietta, GA • Norcross, GA



ROSS
CONSULTING
ENGINEERS, P.C.

*Civil Engineering – Site Development – Water Resources
Surveying – Construction Layout – Transportation
131 Village Centre West, Woodstock, GA 30188-5130
Tel: 770-924-2955 Fax: 770-516-8697 URL: www.ross-civil.com*

July 29, 2013

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

**RE: REQUEST FOR PROPOSAL
DESIGN SERVICES FOR OLD DOSS LANE IMPROVEMENT PLAN**

Dear Geoff:

Ross Consulting Engineers, P.C. (RCE) is pleased to submit the attached proposal for the Engineering services associated with the design Improvement for Old Doss Lane in Cherokee County. The attached proposal is based on the Request for Proposal dated July 15, 2013.

It is our understanding that the project will consist of replacing the existing gravel road with an asphalt pavement using a rural section. The overall roadway length was determined, using the cad files provided, as approximately 3,000 feet. Furthermore we understand that if the services of geotechnical, environmental or survey professional are required, that the county will utilize their annual services contracts upon request.

The project will be divided into two phases of work including a Concept Phase and Final Design Phase. These phases are described in more detail on the following pages of this proposal. The attached Lump Sum proposal is based on our understanding of the project and the Scope of Services discussed. Please indicate your acceptance of the terms of this letter proposal by signing the enclosed Notice to Proceed and returning one copy to our office.

If you have any questions or require any additional information please don't hesitate to contact me. The Design Team will be delighted to work with your team on this assignment.

Sincerely,
Ross Consulting Engineers, P.C.

Michael P. Ross, P.E.
President



Concept Phase

This phase of the project will begin with assembling the base map from the information provided by the county. Since the survey is already complete, there is no need to delay the beginning of the base map preparation and design process.

A small portion at the end of the proposed road will be located within the floodplain; as a result the finished road grades will be raised above the 100 year floodplain elevation. It is our professional opinion that this limited encroachment will have minimal impact to the floodplain performance and therefore any floodplain modeling has been omitted in this proposal. RCE will work with the county to determine a floodplain 'swap' nearby should they wish to explore this alternative to a floodplain study. The end of the road will consist either of a cul-de-sac, hammerhead or another form of turn-around.

Once the base mapping is complete, the Design Team will prepare a conceptual design of the roadway that will include the roadway geometrics, typical sections, cross drains and limits of grading. At this point in the process, we will also identify any potential issues that could impact the objective of the project.

We anticipate that this phase of work can be completed within 2 weeks of the issuance of a Notice to Proceed. Upon completion of the concept design, we will submit a design package to the County for review and comment prior to initiating the next phase of work.

Final Design Phase

This phase of the project will build upon the work completed in the Concept Phase and will not be initiated until the conceptual design has been approved by the County. The main task associated with this phase is developing the roadway construction documents. These documents will be in Georgia Department of Transportation (GDOT) format and the design shall be in accordance with MUTCD and GDOT standards and specifications. The erosion control plans associated with the design shall be in accordance with the latest NPDES requirements.

We understand that the County will utilize their own work force for construction of the project and therefore quantities and detailed estimate are specifically omitted from this proposal. In addition no utilities, including water service designs, are included in this proposal.

Once the roadway Construction Documents have been reviewed and approved by the County, the Design Team will prepare the necessary Right of Way documents. These documents will include Right of Way plans that depict the existing property ownership and record boundary lines along with the required property and improvements necessary to construct the roadway. The Right of Way documents will be developed from the boundary survey provided by the County. Temporary construction and permanent storm drainage easements will also be included on the documents.

We anticipate that the roadway Construction Documents can be completed and submitted for permitting within 6 weeks of the City approving the conceptual design. The Right of Way Documents will be prepared within 2 weeks of the final approval of the Roadway Construction Documents.



**Proposal
For
OLD DOSS LANE
ENGINEERING SERVICES**

Scope of Services

Concept Phase

Task 1: Conceptual Parkway Design

Lump Sum Fee: \$7,900

- Base Mapping
- Horizontal and vertical alignment Layout
- Typical Sections
- Lane Configuration
- Limits of Construction
- Intersection Layout
- Preliminary Drainage Design
- County Coordination

Final Design Phase

Task 1: Roadway Construction Documents

Lump Sum Fee: \$23,700

- Cover Sheet
- Revision Summary
- Typical Roadway Sections
- General Notes
- Comprehensive Monitoring Plan
- Mainline Roadway Plans
- Mainline Roadway Profiles
- Erosion Control Plans
- Culvert Plan, Profiles & Details
- Cross Street Profiles
- Signage, Striping & Sidewalk Plans
- Drainage Profiles
- Cross Sections
- Storm Drainage Design
- Right of Way Drawings
- Construction and Storm Drainage Easements

Permitting Phase

Task 1: Permitting

Lump Sum Fee: \$5,000

- Cherokee County

Total Lump Sum Fee: \$36,600



Invoicing

RCE will invoice for all services monthly based on the percent complete of the agreed upon lump sum fee. Expenses such as printing, plotting, plan reproduction, review/submittal fees, water system flow and pressure tests, traffic counts, and any other incidental costs related to the execution of the work shall be considered reimbursable expenses. A multiplier of 1.15 will be used on all reimbursable expenses. A fee of one and a half percent (1 1/2%) per month will be added to all invoices aged over 30 days. The Client shall pay RCE in current funds for services subject to additions and deductions by Change Order the fees listed in the Fee Schedule. The prices and estimates of charges quoted in this proposal are valid for a period of 45 days from the date of the proposal.

Hourly Rate Schedule

The charge for services invoiced on an hourly basis will be the sums indicated below:

Engineering Staff Hourly Rates

Senior Engineer	\$145
Senior Project Manager	\$140
Project Manager III	\$135
Project Manager II	\$125
Project Manager I	\$115
Project Engineer III	\$105
Project Engineer II	\$90
Project Engineer I	\$85
Civil Designer III	\$90
Civil Designer II	\$85
Civil Designer I	\$80
Cad Operator II	\$60
Cad Operator I	\$55

Survey Staff Hourly Rates

Senior Surveyor	\$115
Senior Project Manager	\$115
Project Manager III	\$105
Project Manager II	\$95
Project Manager I	\$87
Survey Technician II	\$65
Survey Technician I	\$60
GPS Survey Crew	\$125
Conventional Survey Crew	\$105
Cad Operator II	\$60
Cad Operator I	\$55

Operations Staff Hourly Rates

Principal	\$155
Accountant	\$70
Administrative	\$50



Additional Services

RCE will verbally notify you of any work beyond the scope of this proposal prior to commencement of the work, and in writing as soon as practicable. In addition, RCE will gladly provide services beyond the scope of this proposal based upon time spent and the hourly rates indicated. The following is a partial listing of services that are not included as part of the scope of services contained within this proposal.

- Tree Locations Survey
- Subsurface Utility or Feature Locations
- Confined Space Entry
- Overhead Utility Sag Height
- Right of Entry Negotiations
- Title Abstract
- Hydrographic Survey
- Aerial Topographic Survey
- Written Property Descriptions
- Property Corner Monumentation
- Easement Monumentation
- FEMA Conditional Letter of Map Revision

Insurance and Contracting

RCE professional liability and errors of omission insurance is written through CNA -- verification will be gladly provided. This policy requires a written agreement. An EJCDC standard form is typically used and will be provided should you accept this proposal. Below is a summary of the insurance coverage maintained by RCE and that will apply to the project.

<u>Policy Type</u>	<u>Insurer</u>	<u>Limit of Liability</u>
Professional Liability	Continental Casualty Co.	\$1,000,000
General Liability	Transportation Insurance Co.	\$1,000,000
Aggregate Limit		\$2,000,000
Workers Compensation	Builders Insurance	\$500,000
Non-Owned and Hired Auto Liability	Transcontinental Insurance Co.	\$1,000,000
Company Owned Vehicles	Transcontinental Insurance Co.	\$1,000,000

Notice to Proceed

If you are in agreement with the scope of services, and fees indicated in this proposal, a **Notice-To-Proceed** may be given by signing in the space below and returning one original copy to this office.



**Notice to Proceed
For**

**OLD DOSS LANE
ENGINEERING SERVICES**

July 29, 2013

Client:

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114
(678)493-6077

Engineer:

Ross Consulting Engineers, P.C.
131 Village Centre West
Woodstock, Georgia 30188

Accepted by:

Date

Ross Consulting Engineers, P.C.
Michael P. Ross, P.E.
Director of Civil Engineering

Printed Name:

Date:





Cherokee County, Georgia
Agenda Request

1.5

SUBJECT: Donatlon – Life Connection Ministries MEETING DATE: August 6, 2013

SUBMITTED BY: Chief Tim Prather

COMMISSION ACTION REQUESTED:

Consideration and approval to donate used/surplused apparel (pants) from Cherokee County Fire & Emergency Services to Life Connection Ministries, located at 885 Woodstock Road in Roswell, GA.

FACTS AND ISSUES:

The donations consist of duty uniform fire apparel (pants) that currently are destroyed when placed out of service in our Logistics Division. This donation would help supply basic life needs through the Life Connections Ministries.

BUDGET:

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

Account Name:
Account #:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approval to donate used/surplused fire apparel (pants) from Cherokee County Fire & Emergency Services to Life Connection Ministries, located at 885 Woodstock Road in Roswell, GA.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

[Handwritten signature of Tim Prather]



LCM

LIFE CONNECTION MINISTRIES

#M117 p.20/04

**BUILDING BETTER COMMUNITIES
AND CHANGING LIVES.**

LIFE CONNECTION MINISTRIES

885 Woodstock Road

Suite 430-#155

Roswell, Georgia 30075

www.lcm-ga.com

Phone number: (678) 234-1798

Email address: info@lcm-ga.com

Our strategy is to:

Identify gaps in **basic life needs**, such as food, clean water, education and skills training for employment, that exist and **provide solutions** to satisfy the pertinent need.

Inclusive in this strategy is to create independence and community development to assist families in responding to their own needs and to improve their development, empowerment, and approaches to their needs. A sense of **ownership** and pride in programs available will **promote sustainability** and success in local communities.

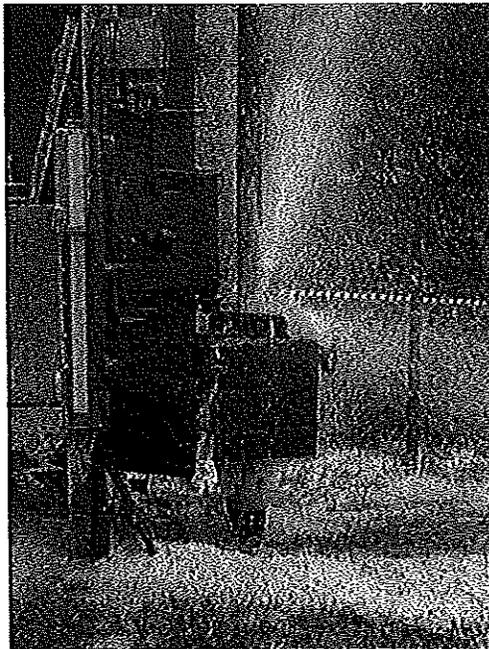
The final component of our strategy is to substantially **impact a generation of children** who have been affected by the HIV/AIDS epidemic. Continual **training for teachers and care-givers** has been established to ensure that all recipients of services receive quality and essential services that encourage the growth and development of orphaned and vulnerable children.

The following documentation provides the capacity of the organization based on results achieved, goals and objectives.

Capability of the Organization

Fresh Water

Life Connection Ministries first witnessed the lack of basic necessities such as clean water, food and economic means in the regions of South Africa in 2000. We realized that the conditions such as illness and poverty were a result of a lack of resources both natural and economic. Water collection was obtained through manual means and from sources contaminated with animal and human waste and shared with animals that were searching for the same water source. Therefore, people were directly infected with the same dysentery and unsanitary disease filled drinking water that the animals, primarily pigs, were using for a water source. Ultimately, the humans would drink after and eventually consume as food the infected animals and therefore infect themselves. The need for a clean water source was the first attainable goal of Life Connection Ministries to address the contamination and spread of AIDS. LCM has partnered with a local drilling company and has several wells that provide tens of thousands of liters of fresh water which are freely given to the various communities.



Food

One of the problems in the regions is that it does not rain during the growing season. We are able to utilize the well water and irrigate the land. This enabled us to address another immediate need for food and a source of economic growth and income in the area by erecting and stocking several hydroponic greenhouses with over 7500 plants and vegetables. The greenhouse not only provides food for the citizens of the region, but also provides a resource to sell and generate revenue to fund the purchase of fuel to run the generators and provide water from the well to the locals. The citizens benefiting from the drilled wells are enumerable and the number benefiting from the greenhouse reaches into the thousands.



Also, There has been over 5000 food parcels and fresh bread distributed to families in need. Each food parcel can feed a family of four for one week. LCM has partnered with many local merchants that help us with in providing reduced pricing.

Education

Life Connection Ministries has completed a basic skills training center for the local community residence. This facility will be staffed by local business and community professionals that have partnered with us for a common goal, to help fight unemployment. We are currently providing training for early childhood education, sewing and basic computer skills







Cherokee County, Georgia Agenda Request

SUBJECT: Senior Center Annual Grant Contract

MEETING DATE: 8/6/2013

SUBMITTED BY: Nathan Brandon, Director

COMMISSION ACTION REQUESTED:

Authorize the County Manager, on behalf of the Board of Commissioners, to execute the annual Atlanta Regional Commission Aging Sub-grant Contract for State FY14 (July 1, 2013 to June 30, 2014) and corresponding Amendment 1 to the Sub-grant Contract, reducing the Senior Services Fund by \$15,599 and the General Fund by \$1,545 for a total reduction in Senior Services Budget in the amount of \$17,144.00.

FACTS AND ISSUES:

Annually the County enters into an Aging Sub-grant Contract with the Atlanta Regional Commission (ARC) to receive federal and state grant monies to supplement the costs of the County's Senior Services (Fund 221). The grant monies are distributed through the Georgia Department of Human Services and administered by ARC.

This Contract is for the State Fiscal Year 2014; July 1, 2013 to June 30, 2014. This will cover three (3) months (July – September 2013) of the County's FY13 and nine (9) months (October 2013 – June 2014) of the County's FY14.

This SFY14 Contract provides the following funding for the Senior Services Programs:

Federal	\$458,590
State.....	\$239,036
Total Grant Funds.....	\$697,626

The funding for the SFY13 Contract was:

Federal	\$361,554
State.....	\$163,708
Total Grant Funds.....	\$525,262

The Funding increase covers a new Program (HCBS Home Delivered Meals-Ind Nutrition Services Incentive Program) which is 100% federally funded. This new Program also covers the addition of a Part Time Case Manager. The new position was approved by the Board on June 4, 2013 and included a Budget Amendment for the remaining three (3) months of the County's FY13 for this Position. Should the SFY15 Contract (beginning July 1, 2014) discontinue funding for this Program, the position will be eliminated.

Amendment 1 was issued July 15, 2013 and makes the following total funding changes:

Federal	\$(56,877) - cut
State.....	\$524 – add
Subtotal Grant Funds	\$(56,353) - cut
Local Match (County).....	\$(6,028) - cut
Client Contributions	\$(15) - cut
Total Amendment 1.....	\$(62,396) - decrease

While Amendment 1 is a net decrease in grant funding of \$56,353, the net increase in grant funding from SFY13 SFY14 is \$116,011. The annual Contract is amended throughout the year as funding fluctuates; therefore Staff does not expect any disruptions of level of service but will closely monitor the FY13 and FY14 budgets.

A Budget Amendment to the County FY13 Budget is needed to decrease the revenue and expenditures covered by this SFY14 Amendment 1 (25% of the total decrease). The remaining SFY14 Contract monies, including the other 75% of the decrease covered by Amendment 1, will be budgeted in the County's FY14 Budget and reviewed and adopted by the Board of Commissioners in the annual budget process.

BUDGET:

Budgeted Amount:	\$ 1,098,628	Account Name:	Senior Services
Amount Encumbered:	\$ 1,380	Account #:	Fund 221
Amount Spent to Date:	\$ 830,380		
Amount Requested:	\$ 15,599		
Remaining Budget:	\$ 251,2569		

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:

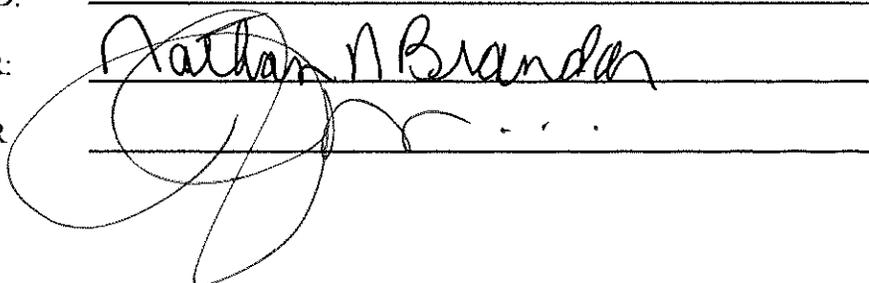
Authorize the County Manager, on behalf of the Board of Commissioners, to execute annual Atlanta Regional Commission Aging Sub-grant Contract for State FY14 (July 1, 2013 to June 30, 2014) and corresponding Amendment 1 to the Sub-grant Contract.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A large, handwritten signature in black ink is written over the signature lines for the Department Head, Agency Director, and County Manager. The signature is cursive and appears to read "Nathan A. Brandon".

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

Instructions:

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

REVENUES:

Department Org Code	Object	Account Name	Amount
22160	331100-ADMIN	SFY14 A-1 (FEDERAL)	(14,039.00)
22160	391201-ADMIN	SFY14 A-1 (LOCAL MATCH)	(1,545.00)
22160	371000-HDM2	SFY14 A-1 (CONTRIBUTIONS)	(15.00)
10090	389000	USE OF RESERVES	(1,545.00)
			(17,144.00)

= 15,599

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
25521000	523900-TRV36	OTHER PROF SVCS	(8,000.00)
25521000	523900-T3BTI	OTHER PROF SVCS	(7,599.00)
19000000	611221-ADMIN	GF TRANSFER	(1,545.00)
			(17,144.00)

7 15,599

PURPOSE OF TRANSFER/ AMENDMENT

Amendment 1 to SFY14 Contract - cut of \$62,396 total
 Affects 3 Months of County FY13 (July, August & September 2013)
 Total cut to County FY13 = \$15,599 (25% of \$62,396)

Department Head Approval: _____

County Manager Approval: _____

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

8/6/2013





Cherokee County, Georgia
Agenda Request

2.1

SUBJECT: Etowah River Park

MEETING DATE: August 6, 2013

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

COMMISSION ACTION REQUESTED: It is requested that the Board of Commissioners approve a Change Order to the Construction Services Agreement (CSA) with Georgia Development Partners, LLC for installation and construction of the Amphitheater for the Etowah River Park, in the **not to exceed amount of \$291,161.10 to be fully paid by the City of Canton.**

FACTS AND ISSUES: On January 8, 2013, the BOC approved the award of the construction services contract to Georgia Development Partners, LLC for construction of the Etowah River Park. As set forth by the bidding documents, the project documents included six add alternates; including Add Alternate No. 6 for construction of the Amphitheater, at a price of \$291,161.10.

In accordance with the attached County letter of December 21, 2012, executed by the City of Canton on January 8, 2013, the City of Canton recommended acceptance of the base bid sum of \$2,355,455.95, and selected Add Alternates No. 1 (Playground) for \$321,801.81; and Add Alternate No. 2 (Bridge over the Etowah River) for \$585,304.70; Add Alternate No. 3 (Ellipse Lighting) for \$54,958.58; and Add Alternate No. 5 (Landscaping) for \$68,248.95; for a total Add Alternate amount of \$1,030,314.04; for a total contract amount of \$3,385,769.99 to be awarded to the lowest responsible bidder, Georgia Development Partners, LLC. At the time of award and approval by the BOC, the City of Canton provided \$418,151.99 in supplemental funding from its stormwater and parks accounts to provide needed additional funding for the City and County to award the construction contract and accept the listed add alternates. Adequate additional funding was not available in January 2013 to allow the acceptance of additional add alternates; but now such additional funding may be available from the City for acceptance of Add Alternate No. 6 for construction of the Amphitheater.

As stated in the attached letter of July 16, 2013, the City has now advised Cherokee County of the City's desire to make this later acceptance of Add Alternate No. 6 for the Amphitheater; with the City agreeing to fully fund this change order sum in the amount not to exceed \$291,161.10. The Contractor, Georgia Development Partners, LLC, has confirmed their original price for the Amphitheater remains valid in the not to exceed amount of \$291,161.10; in association with other preliminary foundation work for the amphitheater already underway. A review and analysis of the bid tabulations has determined that this later acceptance of Add Alternate No. 6, and award to Georgia Development Partners, LLC, does not/would not have affected the original recommendation to award the construction services contract to Georgia Development Partners, LLC.

Accordingly, subject to formal, final approval by the Canton City Council, on or about August 1, 2013, and an upon receipt by the County of the check fully funding this change order, a Notice to Proceed will be issued to Georgia Development Partners, LLC to proceed, and the formal change order executed by the Contractor and Cherokee County, in the approximate amount of \$291,161.10. **Should the City fail to formally adopt approval of the needed funding, or fail to provide the required check in an amount not less than \$291,161.10 to Cherokee County by August 15, 2013, this recommendation for approval by the Cherokee County BOC shall become void, and the matter closed.**

BUDGET:

Budgeted Amount: (Original) \$6,591,666.67

Account Name: City of Canton

Account #: PR108

Budget Adjustments (Prior) \$ 625,000.00

County: County Park at Killian ONLY

\$ 418,151.99

City: Etowah River Park ONLY

Budgeted Amount (Current: ALL) \$7,634,818.66

Etowah & Killian Parks: TOTAL

Amount Encumbered: \$5,445,573.44

Amount Spent to Date: \$2,028,074.33

Amount Requested:

Canton Etowah River Park: \$ 291,161.10

Add Alternate No. 6: Amphitheater

County Park at Killian Site: \$ 0.00

NONE

TOTAL REQUESTED: \$ 291,161.10

Budget Adjustment Necessary:

Canton Etowah River Park: \$ 291,161.10

Add Alternate No. 6: Amphitheater

(From City of Canton)

County Park at Killian Site: \$ 0.00

NONE

Remaining Budget: (Park Bond) \$ 161,170.89

(Upon receipt of additional City funds)

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.

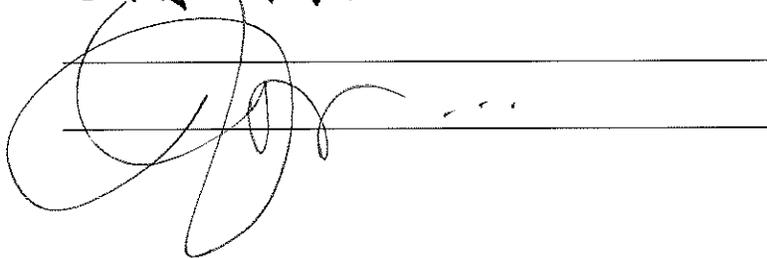
ADMINISTRATIVE RECOMMENDATION: It is requested that the Board of Commissioners approve a Change Order to the Construction Services Agreement (CSA) with Georgia Development Partners, LLC for installation and construction of the Amphitheater for the Etowah River Park, in the **not to exceed amount of \$291,161.10 to be fully paid by the City of Canton.** Should the City fail to formally adopt approval of the needed funding, or fail to provide the required check in an amount not less than \$291,161.10 to Cherokee County by August 15, 2013, this recommendation for approval by the Cherokee County BOC shall become void, and the matter closed.

REVIEWED BY:

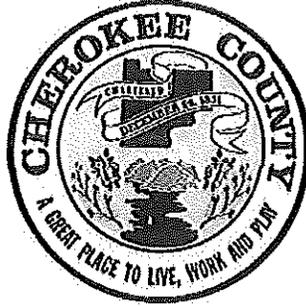
DEPARTMENT HEAD:



AGENCY DIRECTOR:



COUNTY MANAGER:



Bill Echols

Cherokee County
Office of the Board of Commissioners
Capital Projects
1130 Bluffs Parkway
Canton, GA 30114
(770) 721-7818
Fax (678) 493-6088

December 21, 2012

Mr. Scott Wood, City Manager
City of Canton, Georgia
City Hall
151 Elizabeth Street
Canton, Georgia 30114

*Returned to Bill Echols
Jan. 08, 2013*

RE: CITY OF CANTON ETOWAH RIVER PARK PROJECT
Report of Bid Results: Request for Approval by City for County BOC Approval
Cherokee County to Proceed for Construction Contract Award

HAND DELIVERED: DECEMBER 21, 2012

Dear Mr. Wood:

Thank you for allowing me to attend the City Council meeting on December 20, 2012, to update the Council and to discuss the process for approval by the City for award of the bids for the Etowah River Park.

As reported to the Council, on December 13, 2012, Cherokee County received competitive bids from ten (10) interested bidders/contractors for construction of the City of Canton Etowah River Park and the County Park at Killian Site Projects. Attached are a copy of the Bid Tabulation and a copy of the bid proposal submitted by the apparent low bidder for the City of Canton Etowah River Park: Georgia Development Partners, LLC. Based upon our review of the bids, construction contracts will be awarded to separate contractors for the two parks.

Also, attached are copies of the City of Canton's letter to Cherokee County, dated August 16, 2012, regarding confirmation of the project budgets, and a copy of the letter from Cherokee County to the City of Canton, dated September 5, 2012, confirming agreement with the established project budgets for the respective City of Canton Etowah River Park and the County Park at Killian Site projects.

CITY OF CANTON ETOWAH RIVER PARK

Accordingly, the purpose of this letter is to request that the City of Canton advise Cherokee County of its review and acceptance of the project scope and competitive base bid and alternate prices, and that the City confirm its approval of the base bid price and Additive Alternates as outlined below, so that the Cherokee County Board of Commissioners can take approval action at its meeting of January 8, 2013, for award of both the City of Canton Etowah River Park and the County Park at Killian Site projects.

As discussed with the Council on December 20, 2012, should the City of Canton require additional time to conduct its review of the bids, or to determine its options for providing additional funding for the City of Canton Etowah River Park, please note that the County may proceed to award the construction contract for the County Park at the Killian site at its planned meeting of January 8, 2013, so that the work of that park can proceed; unless the City requests that both parks be reviewed and approved by the County BOC together as a joint project.

As outlined in the attached City/County letters of August and September 2012, in addition to the base bid and Add Alternate total, a construction contingency account of \$136,782.00 will also be requested for approval by the Cherokee County BOC. This contingency account will be controlled by Cherokee County Capital Projects, in association with the City of Canton. Also, as reported to the Council on December 20, 2012, two unit prices for possible unforeseen soil conditions and gravel backfill, in the total sum of \$68,200.00 are already included in the base bid amount submitted by the apparent low bidder contractor, Georgia Development Partners, LLC. and would be immediately available for the project, if or when needed.

Upon formal approval action by the Canton City Council, currently planned for its meeting of January 3, 2013, please designate the City's acceptance on the bid items listed below, then please sign and return this original to my attention. Return of this letter and any accompanying City Council Resolution, is requested not later than January 4, 2013, to allow formal approval to be scheduled for Cherokee County BOC action at its regular meeting of Tuesday, January 8, 2013. If the item is not, or cannot, be acted on at this BOC meeting, we will schedule for BOC approval at the next meeting of January 22, 2013; or a meeting shortly thereafter.

I have copied Mr. Cooper, County Manager, on this letter to advise him of this pending BOC action for January 8, 2013.

CITY OF CANTON ETOWAH RIVER PARK:

The following base bid and Add Alternates have been reviewed and are accepted by the City of Canton. Please circle your approval/disapproval below.

The LUMP SUM BASE BID PROPOSAL AMOUNT submitted by Georgia Development Partners, LLC. is accepted: Complete for all Work of this Project: including Unit Prices, No Allowances are included.

\$2,355,455.95;

ACCEPTED BY CITY:

YES NO

The following ALTERNATES submitted by Georgia Development Partners, LLC, are accepted by the City of Canton, and shall be ADDED to the Base Bid proposal amount immediately noted above, and that amount shall become the Total Contract Amount to be approved by the Cherokee County BOC.

ALTERNATES 1, 2, 3, 4, 5 & 6 are ADD Alternates. Alternate No 7 is DEDUCTIVE.

ADD ALTERNATE NO. 1: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of the **PLAYGROUNDS**, in accordance with and as set forth by the drawings and specifications.

ADD \$321,801.81: ACCEPTED BY CITY: YES NO

ADD ALTERNATE NO. 2: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of the **BRIDGE OVER ETOWAH RIVER; INCLUDING ABUTMENTS & BOARDWALK ACCESS**, in accordance with and as set forth by the drawings and specifications.

ADD \$585,304.70: ACCEPTED BY CITY: YES NO

ADD ALTERNATE NO. 3: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of the **ELLIPSE LIGHTING; IRRIGATION AND SHELTERS AND OVERLOOKS AT RIVER**, in accordance with and as set forth by the drawings and specifications.

ADD \$54,958.58: ACCEPTED BY CITY: YES NO

ALTERNATE NO. 4: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of the additional **TRAILS TO BOLING PARK**, in accordance with and as set forth by the drawings and specifications.

ADD \$250,550.99: ACCEPTED BY CITY: YES NO

ALTERNATE NO. 5: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of the additional **LANDSCAPING**, in accordance with and as set forth by the drawings and specifications.

ADD \$68,248.95: ACCEPTED BY CITY: YES NO

ALTERNATE NO. 6: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of the **AMPHITHEATER**, in accordance with and as set forth by the drawings and specifications.

ADD \$291,161.10: ACCEPTED BY CITY: YES NO

ALTERNATE NO. 7: The Contractor shall furnish to Cherokee County all work necessary and required for the complete construction of providing **SEEDED GRASS LAWNS, (IN LIEU OF SOD) AT THE AMPHITHEATER AND SOCCER/MULTI-PURPOSE FIELDS, INCLUDING ALL NECESSARY AND NEEDED WATERING AND MAINTENANCE THROUGHOUT THE CONSTRUCTION PERIOD UNTIL SUBSTANTIAL COMPLETION AND ACCEPTANCE BY CHEROKEE COUNTY AND THE CITY OF CANTON**, in accordance with and as set forth by the drawings and specifications.

DEDUCT \$95,562.10: ACCEPTED BY CITY: YES NO

To assist the City in its review of bids and alternates, Georgia Development Partners, LLC, is the apparent low bidder for award of the Base Bid amount ONLY, Georgia Development Partners, LLC, is also the apparent lowest bidder based upon award of the Base Bid amount + acceptance of Add Alternates 1 & 2 ONLY; and Georgia Development Partners, LLC, is the apparent lowest bidder based upon award of the Base Bid + acceptance of Add Alternates 1 & 2 AND acceptance of Add Alternates 3 & 5. Under these two options, the following additional funds would be required: (please see attached worksheets on these calculations.)

~~Base Bid + Add Alternates 1 & 2 ONLY are accepted: Not less than \$294,944.46,~~

Base Bid + Add Alternates 1 & 2 ONLY are accepted: Not less than \$418,151.99,

345
AC

\$ 3,385,769.99 (amount to be calculated and written-in/completed by City of Canton)

GRAND TOTAL REQUEST FOR APPROVAL OF THE ABOVE BASE BID AND ACCEPTED ALTERNATES.

\$2,967,618.00 FUNDS AVAILABLE FOR AWARD OF BASE BID AND ABOVE SELECTED ALTERNATES; as determined below:

\$3,144,238.00: Beginning balance as set forth by the City/County letters of August/September 2012.

LESS the following:

\$119,620.00: HDR additional design services fee, and

\$ 57,000.00: Additional monies to be paid to railroad for clearing of RR ROW by the railroad.

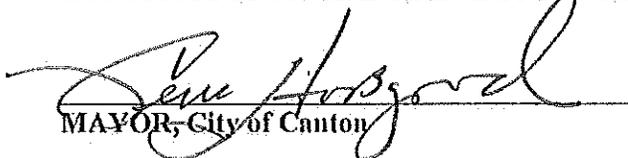
\$176,620.00: SUBTOTAL

\$ 418,151.99 (amount to be calculated and written-in/completed by City of Canton)

ADDITIONAL MONIES TO BE PROVIDED BY THE CITY OF CANTON.

Source(s) of these (possible) additional funds is/are the sole determination of the City of Canton, and by signatures below the City attests that such funds are legally authorized for the purposes set forth in and by this letter; and the City is solely responsible for all such additional funds. The City also declares that such additional funding shall be fully paid to the Cherokee County Board of Commissioners within ten (10) calendar days of approval by the Cherokee County BOC, and prior to Cherokee County's issuance of the Notice of Award letter to the selected contractor, Georgia Development Partners, LLC.

REQUEST BY CITY OF CANTON FOR CHEROKEE COUNTY BOC TO APPROVE CONTRACTOR AWARD AND AMOUNT AS SET FORTH AND WRITTEN ABOVE:

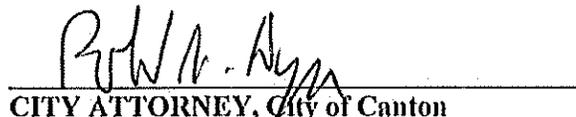

MAYOR, City of Canton

1-8-13
Date

CITY COUNCIL RESOLUTION IS ATTACHED:

YES or (NO)

Witnessed and approved as to legal form and conditions as set forth above:


CITY ATTORNEY, City of Canton

Date

COUNTY PARK AT KILLIAN SITE

Separately, Cherokee County is reviewing the bids and alternates received December 13, 2012, for the County Park at Killian Site, and plans to award construction of the County Park at the Killian site to W. E. Contracting, Acworth, Georgia, at the Cherokee County BOC meeting of January 8, 2012.

Because the bids received for the County Park at Killian site exceed the budget agreed to by the City and County by the August/September 2012 letters, the balance of additional funds necessary for award of the County Park at Killian site by Cherokee County BOC will be allocated from Park Bond Project line items and contingencies, without impact to the balance of funds under the City of Canton Park Bond Program allocation.

SCHEDULE

Based upon the above tentative schedule for action by the City of Canton at its meeting of January 3, 2013, and Cherokee County BOC approval on January 8, 2013, we would expect to issue the Notice of Award and Construction Services Agreements to Georgia Development Partners, for the City of Canton Etowah River Park project, and to W. E Contracting for the County Park at Killian Site project, on or about January 10, 2013, for their execution and return (with required bonds, insurance and other forms) to Cherokee County by late January 2013.

We would thereafter expect to obtain execution by Cherokee County and issue the formal Notice to Proceed by early February 2013. Based upon the project construction schedule of 365 calendar days, completion is expected by early 2014; if not sooner. If BOC action is not until the January 22, 2013, meeting, or later, all dates would be adjusted.

If we can be of any additional assistance, please call. Thank you. We look forward to commencing construction of the City of Canton Etowah River Park and the County Park at Killian Site projects under the Cherokee County Park Bond Program approved by the voters in November 2008.

CHEROKEE COUNTY



C. William Echols, Jr., AIA
Director of Capital Projects

CC: Jerry W. Cooper, County Manager
Dale Jordan, Cherokee County, Director of Procurement
Joby West, City of Canton
Project File





Cherokee County, Georgia Agenda Request

SUBJECT: FY 2014 Department of Human Services (DHS)
Annual Contract for Rural Transportation Program
CATS 5311 Demand Response Service

MEETING DATE: August 6, 2013

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of the FY 2014 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311).

FACTS AND ISSUES:

This program provides necessary local match funding for transit services for the elderly, persons with disabilities and other transit dependent citizens of Cherokee County.

The 2014 DHS contract amount is \$159,104.49 versus the \$169,665.13 provided in FY 2013. However, we have contacted DHS and they plan to add funds to this contract through an amendment later this fall. Due to changes under the FTA this year (combining of FTA funded sources) DHS has not received FTA Section 5310 funds yet. They expect to add those funds in an amount that will bring the funding up to the FY 2013 level.

A Budget Amendment is not needed. Funds have already been appropriated in the County FY13 Budget and will be appropriated in the County FY14 Budget for adoption by the Board.

BUDGET:

Budgeted Amount:	Account Name: Transportation Fund POS
Amount Encumbered:	Account #: 24010-345511-DHS
Amount Spent to Date:	
Amount Requested:	\$(159,104) – County FY14
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:

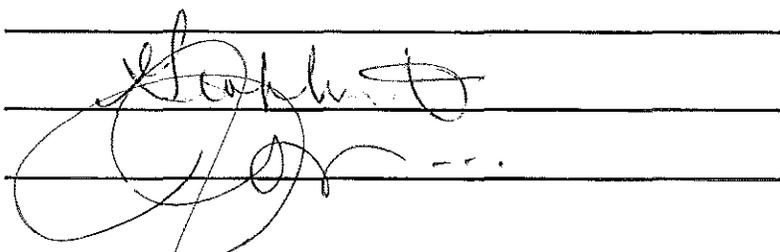
Approval of the FY 2014 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311).

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES CONTRACT FORM

This Contract is entered into between the Department of Human Services and the Contractor named below:
State Entity's Name: Department of Human Services, through its Office of Facilities and Support Services, (hereinafter the "Department" or "DHS")

Contractor's Name: Cherokee County Board of Commissioners (hereinafter the "Contractor")	Contractor's Address: 1130 Bluffs Parkway Canton, Georgia 30114
Contractor's FEI # 58-6000799	Contractor's FY End Date 09/30
Contractor's Entity Type: Government	

Department Administrative Information

DHS Contract # 42700-362-0000023378 Requisition # 0000023378	Sub-recipient Y <input type="checkbox"/> N <input checked="" type="checkbox"/> If Y, DUNS # N/A Vendor Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
DHS Financials Vendor ID # 0000014576	CFDA #(s): 93.558, 93.667, 84.126
NIGP Code(s): 96182 Exempt <input type="checkbox"/> Intergovt. <input checked="" type="checkbox"/>	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source Event #
Equip. Inv. Locator #: N/A	Total Options to Renew N/A
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	
Summary of Contracted Services: To provide a coordinated transportation system for human services agency consumers.	

Expense Revenue No Cost

Total Obligation: \$159,104.49 Federal: \$25,936.99 State: \$133,167.50 Match: \$0.00 Other: \$0.00

Contract Term:

Initial Contract Start Date: 07/01/2013 Contract Expiration Date: 6/30/2014 Contract Fiscal Year: 2014

Authorized Person(s) to Receive Contract Notices for DHS:

Department of Human Services, Office of Facilities and Support Services, Transportation Services Section

Attn: Leigh Ann Trainer, TSS Manager

Address: 2 Peachtree Street, NW, Suite 29-463, Atlanta, Georgia 30303-3142

Telephone: 404-657-6211

Fax: 404-657-6215

Email: latrainer@dhr.state.ga.us

Authorized Person(s) to Receive Contract Notices (Correspondence Only) for Contractor:

Cherokee County Board of Commissioners

Attn: Geoffrey E. Morton, P.E.

Address: 1130 Bluffs Parkway, Canton, Georgia 30114

Telephone: 678-493-6077

Fax: 678-493-6088

Email: gmorton@cherokeega.com

Contractor's mailing address for all contract payment checks or remittance advice (EFT only) is:

Cherokee County Board of Commissioners

Address: 1130 Bluffs Parkway, Canton, Georgia 30114

The parties agree to comply with the terms and conditions of the Contract including the following Annexes which are part of the Contract by reference:

<input checked="" type="checkbox"/> Annex A: Scope of Services Includes Proposal and DHS Coordinated Transportation Map	<input type="checkbox"/> Annex: Reporting Requirements- N/A	<input checked="" type="checkbox"/> Annex G: Notice Concerning Critical Incident Reporting
<input type="checkbox"/> Annex B: Service Delivery Sites- N/A	<input checked="" type="checkbox"/> Annex F: HIPAA Business Associate Agreement	<input type="checkbox"/> Annex: Resolution (Requires Signature)- N/A
<input type="checkbox"/> Annex C: Certification Regarding Lobbying (Requires Signature)-N/A	<input type="checkbox"/> Annex: Sub-recipient Federal Grant Award Information- N/A	<input checked="" type="checkbox"/> Annex H: Security and Immigration Compliance Affidavits (Requires Signature and Notary)
<input checked="" type="checkbox"/> Annex D: Debarment Certification (Requires Signature)	<input type="checkbox"/> Annex: Additional Compliance Requirements- N/A	<input type="checkbox"/> Annex :
<input checked="" type="checkbox"/> Annex E: Payment Provisions Includes Rate Schedule; Invoice and Cost and Budget Report (Sample)	<input type="checkbox"/> Annex: Additional Terms and Conditions- N/A	<input type="checkbox"/> Annex :

STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT

SECTION I GENERAL CONTRACT PROVISIONS:

SECTION IA

PARA #101 CONTRACT DEFINED:

(101) 04/01/13

The following words shall be defined as set forth below:

"Contract" means the agreement between the Department and the Contractor as defined by the Department of Human Services Contract Form and its incorporated documents, including the Department of Human Services Contract Form, amendments, renewals, extensions and addenda.

"Contractor" means the provider(s) of the Services under the Contract.

"Department" or "DHS" means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract Form to contract with the Contractor for the Services identified.

"Department of Human Services Contract Form or DHS Contract Form" means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, and any mutually agreed upon amendments, renewals, or extensions. The DHS Contract Form may be referred to separately throughout the Contract as a means of identifying the location of certain information. An Administrative Addendum to the DHS Contract Form issued by the Department may be executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract, and will be incorporated herein. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

"Services" means the services and deliverables as provided in the Contract and described in the Scope of Services.

"State" means the State of Georgia, the Department, and any other authorized state entities requiring services under or having an interest in the Contract.

This contract is made and entered into by and between the Department, (responsibilities and obligations pursuant to this Contract will be performed by the Department's Division/Office and by the sub-unit and individuals identified in the Department of Human Services Contract Form), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated Section 49-2-1 and the Contractor that is legally empowered to contract under the laws of the State of Georgia.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

PARA #102 PERIOD OF CONTRACT:

(102) 04/01/13

The Contract between the Department and the Contractor shall begin and expire on the dates specified in the Department of Human Services Contract Form unless terminated earlier in accordance with the applicable terms and conditions.

PARA #102A RENEWAL:

(102A) 04/01/13

The parties agree that the Department shall have up to four (4) options to renew this Contract for additional terms of up to one (1) year, each upon the same terms and conditions, and in the amount in effect at the time of renewal. The renewal option shall be exercisable solely and exclusively by the Department. As to each term and subject to the termination provisions of this Contract, the Contract shall terminate absolutely and automatically at the close of the then-current term without further obligation by the Department. The original Contract, applicable amendments and any contract renewals shall bind the Department and the Contractor. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Upon the Department's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed in writing by the Department and the Contractor.

PARA #103 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(103) 04/01/13

A. Contact Information:

The mailing addresses, contact persons, and contact information listed in the Department of Human Services Contract Form may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three days if by regular mail or certified/registered mail.

B. Contract Service Delivery Sites:

This Contract involves the service delivery site(s) indicated in the Annex titled Service Delivery Sites. The Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

PARA #104 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:

(104) 04/01/13

- A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. NONDISCRIMINATION IN SERVICE PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D.** The Contractor agrees to require any subcontractor performing services funded through this Contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #105 CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

(105) 04/01/13

The Contractor agrees to abide by all state and federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) calendar day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

PARA #106 CONFLICT OF INTEREST:

(106) 04/01/13

The Contractor and the Department certify that the provisions of the Official Code of Georgia Annotated Sections 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

PARA #107 CONTRACT MODIFICATION/ALTERATION:

(107) 04/01/13

- A.** No modification or alteration of this Contract, except for DHS's administrative changes to the DHS Contract Form or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.

- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

PARA #108 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(108) 1/21/85

The Department reserves the right to suspend the Contract/subgrant in whole or in part under this contract provision if it appears to the Department that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this Contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the Department, in the programmatic performance or service delivery.

PARA #109 SEVERABILITY:

(109) 3/4/03

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #110 TERMINATION:

(110) 04/01/13

- A. Due to non-availability of funds. Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. Due to default or for cause. This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. For Convenience. This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon 60 days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon 30 days prior written notice to the Contractor.
- D. Notwithstanding any other provision of this Contract, this Contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:
1. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
 2. Contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
 3. Contractor or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
 4. Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
 5. A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
 6. An assignment is made by the Contractor for the benefit of creditors.
 7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
 8. The Department deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 9. Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
 10. Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or state and federal laws.

PARA #111 COOPERATION IN TRANSITION OF SERVICES:

(111) 04/01/13

The Contractor agrees upon termination of this Contract, in whole or in part, for any reason to cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

PARA #112 FORCE MAJEURE:

(112) 3/4/03

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

PARA #113 ACCESS TO RECORDS AND INVESTIGATION:

(113) 04/01/13

- A. The State and federal government and the Department shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of the Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of the Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.
- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of the Georgia State Auditor or other authorized federal or state agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized federal or state agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

PARA #114 COLLECTION OF AUDIT EXCEPTIONS:

(114) 3/1/92

The Contractor agrees that the Department may withhold net payments (voucher deduction) equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by check.

PARA #115 SUBCONTRACTS:

(115A) 04/01/13

Any subcontracts or delegation of the authority herein will be submitted to the Department for approval prior to execution. The Contractor/Board specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this Contract. The Contractor/Board will ensure that the subcontractor both understands and abides by all pertinent provisions of the Contract and regulations applicable to the subcontractor. The Contractor/Board agrees to reimburse the Department for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor. The Department's Division/Office directors and their program officers/directors are the Department's approving authority for subcontracts and delegation of authority.

PARA #116 PUBLICITY:

(116) 05/01/12

Contractors must ensure that any publicity given to the program or services provided herein identify the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Commissioner's Office of Legislative Affairs and Communications. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

PARA #117 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

(117) 05/01/12

Any documents or other material prepared or in the process of being prepared by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, and ownership interest in any such documents shall vest in the Department immediately upon their creation and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

- A. **Inventions and patents.** The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this Contract, to report such facts in writing promptly and fully to the Department. The federal agency and the Department shall determine whether protection of the invention or discovery shall be sought. The federal agency and Department will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.
- B. **Copyrights.** Except as otherwise provided in the terms and conditions of this Contract, the author or the Department is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this Contract. Should any copyright materials be produced as a result of this Contract, the federal agency and the Department shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and departmental purposes.
- C. **Publications:** All publications, including pamphlets, art work, and reports shall be submitted to the Department electronically.

PARA #118 CONSULTANT/STUDY CONTRACT:

(118) 04/01/13

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with Department of Human Services Policy 7901, Protection of Human Subjects.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #119 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(119) 05/01/12

- A. The Contractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this Contract.
- B. The Contractor is responsible to ensure that subcontractors are appropriately licensed.
- C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by state or federal laws. The Contractor agrees that if it loses or has sanctioned any license,

certification or accreditation required by this Contract or state and federal laws, that this Contract may be terminated immediately in whole or in part.

PARA #120 DRUG-FREE WORKPLACE:

(120) 05/01/12

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 - 1. A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - 2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - 1. The Contractor has made false certification hereinabove; or
 - 2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

PARA #121 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING: (121A) 4/30/01

- A. Pursuant to Section 1352 of Public Law 101-121, the Contractor agrees that no federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. Contractor further agrees that in accordance with the federal appropriations act:
 - 1. No part of any federal funds contained in this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
 - 2. No part of any federal funds contained in this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- C. Contractor further agrees that no part of state funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #122 CRIMINAL HISTORY INVESTIGATIONS:

(122A) 04/01/13

- A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-GAPS system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

- B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
- C. Provisions of paragraphs A and B shall not apply to:
1. Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or
 2. Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #123 AIDS POLICY:

(123) 3/4/03

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #124 INDEMNIFICATION:

(124) 04/01/13

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, the Department of Administrative Services ("DOAS"), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by DOAS (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

PARA #125 DEBARMENT:

(125) 04/01/13

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #126 NONSMOKING POLICY FOR CHILDREN SERVICES:

(126) 3/24/95

The Contractor agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the Contractor and used routinely or regularly for the provision of health care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the Contractor.

PARA #127 INSURANCE:

(129) 04/01/13

The following requirements shall be adhered to by Contractors throughout the duration of the Contract, and as may otherwise be specified herein. Contractor shall procure and maintain insurance that shall protect the Contractor and the Department from any claims for bodily injury, property damage, or personal injury that may arise out of operations under the Contract. Contractor shall procure the insurance policies at its own expense and shall furnish the Department an insurance certificate of the coverage required in this section listing the Department as certificate holder. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number and signature of the authorized agent; the name of the insurance company (licensed to operate in Georgia); a description of the coverage in detailed standard terminology (including policy period and limits of liability); and, an acknowledgment that notice of cancellation is required to be given to the Department. Contractor is required to obtain and maintain the following types of insurance coverage for the duration of the Contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Title 34, Chapter 9 of the O.C.G.A. (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). Contractor shall require all subcontractors that are required by statute to hold workers compensation insurance and that occupy the premises or perform work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
- B. Commercial General Liability Policy (Occurrence) to include contractual liability. \$1 million per occurrence/\$3 million dollar aggregate policy limits.
- C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. \$1 million per occurrence/\$3 million dollar aggregate policy limits.
- D. Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage. \$1 million per occurrence/\$3 million aggregate policy limits.
- E. Commercial Umbrella Policy (Occurrence). An umbrella policy may cover the aggregate policy limits required herein. There must be no gap between the \$1 million and \$3 million dollar policy limits and the umbrella policy must follow the form of the underlying \$1 million primary policy.

The Contractor's policy containing coverage amounts with higher limits than stated above will satisfy the requirements of this paragraph.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least 10 days prior written notice has been given to the Department. Certificates of insurance showing such coverage to be in force shall be filed with the Department prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the Department. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof. At all times, coverage shall be within limits acceptable to the Department.

PARA #128 INDEPENDENT CONTRACTOR RELATIONSHIP:

(130) 05/01/12

In its relationship with the Department and the state and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the state. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the state or any of its agencies.

PARA #129 NON-EXCLUSIVE RIGHTS/NO MINIMUMS GUARANTEED:

04/01/13

- A. Non-Exclusive Rights. This Contract is not exclusive. The Department reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.

B. No Minimums Guaranteed. This Contract does not guarantee any minimum level of purchases or use of Services.

SECTION II TERMS AND CONDITIONS:

SECTION IIA

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201) 04/01/13

The Department has a need for and desires the services/deliverables described in the Annex titled Scope of Services. The Contractor has represented to the Department its willingness and ability to provide the services/deliverables identified in the Scope of Services. The Department agrees to provide the services identified in the Scope of Services.

Furthermore, the following selected terms and conditions apply and are set forth as follows:

PROPERTY MANAGEMENT REQUIREMENTS:

(201) 4/30/01*

The Contractor agrees:

- A. For any Department- owned vehicles operated under this contract, the Contractor will submit to the Department cost and utilization information as requested by the Transportation Services section.
- B. In the event that Contract is terminated prior to expiration or is not renewed, Contractor agrees to properly dispose of all state property as follows:
 1. Prepare Form 5086, Equipment Status Change form listing all state equipment in the Contractor's possession and send this form to the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination.
 2. Upon notification by the Office of Facilities and Support Services, Contractor agrees to transport the state property to the designated State surplus facility. Expenses incurred by the Contractor in transporting this equipment may be charged to the terminated Contract.

The Division property coordinator will confirm, by written notification to the Office of Facilities and Support Services, that all surplus property listed on completed Form 5086 has received proper disposition.

SECTION III CONTRACT PAYMENT PROVISIONS

The Department will make payments to the Contractor within thirty (30) days of receipt of the required documentation that has been approved by the Department. The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex titled Payment Provisions:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301E) 2/23/84*

The Department will pay the Contractor according to the Rate Schedule attached as an Annex after receipt of specified documentation and approval by the Department.

Total approved contract amount is \$159,104.49 comprised of federal, state, and local funds as indicated below:

- a. Social Services Block Grant (SSBG) funds from Division of Aging Services are \$0.00 which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- b. Social Services Block Grant (SSBG) funds from Division of Aging Services which do not require a local match to be provided by the Contractor are \$16,500.00. Total payments for services against these funds shall not exceed \$16,500.00 (federal funds).
- c. Title III fund of the Older Americans Act from Division of Aging Services are \$0.00 which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00.
- d. State funds available from Division of Aging Services are \$0.00. Payments for services against these funds shall not exceed \$0.00.
- e. Multiple fund sources available for services not specifically designated for Division of Aging Services' clients are \$142,604.49. Payments for services against these funds shall not exceed \$142,604.49.

Total fund sources available for trips for all clients, including senior citizens, are \$159,104.49 (state and federal). Total payments for services against these funds shall not be exceeded.

PARA #302 INVOICE SUBMISSION:

(306B) 04/01/13*

The Contractor agrees to submit an Invoice monthly in accordance with the fixed rate payment schedule. Any invoice submitted more than 30 days following the contract termination date will not be paid by the Department. The invoice form to be used is attached to this Contract in the Annex titled Payment Provisions.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

(401F) 04/01/13

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements.

A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as an Annex, which the Contractor agrees to by signing this Contract. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to Section 4.3 d of the Business Associate Agreement.

Compliance with Security Management Process: The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).

B. 45 CFR Part 74; as used in this Contract, the word Contractor is synonymous with the word Subgrantee as used in this Code of Federal Regulations.

C. Compliance with Executive Orders Concerning Ethics and Lobbyist Registration: The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

D. Fair Labor Standards Act of 1938, as amended.

E. OMB Circular A-133 Subpart D--Federal Agencies and Pass-Through Entities §.400(c): Subrecipient Federal Grant Award Information is enclosed as an Annex when federal funds are the source of the grant award to the subrecipient. Notwithstanding Paragraph 107 of this Contract, this Annex may be updated by the Department from time to time which shall not be considered a contract modification/alteration requiring execution by the parties.

F. Compliance with Federal and State Immigration Laws: Contractor agrees that Contractor complies with O.C.G.A. Sec. 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in the Annex titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. Sec. §13-10-90 *et seq.*, and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration Affidavits at the initiation of and throughout the contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

- G. Social Security Act, Title XX, as amended; Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35; Jobs Training Bill, Public Law 98-8 and 473; Medicaid and Medicare Patient and Program Act of 1987; Omnibus Budget Reconciliation Act of 1987, Public Law 100-203; Family Support Act of 1998, Public Law 100-485; Omnibus Budget Reconciliation Act of 1993, Public Law 106-66, 42 U.S.C 1397 ET seq. (93.667)
- H. Social Security Act, Title IV, Part A, 42 U.S.C 601 et seq. (93.558)
- I. Rehabilitation Act of 1973, Title I, Part A and B, Section 100-111. (84.126)

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402C) 09/01/12

Contractor agrees to provide within 180 days after the close of the Contractor's fiscal year, one (1) copy of the audit or annual report required of local governments by Section 36-81-7 of the Official Code of Georgia Annotated and one (1) copy of the additional reports, statements, schedules and forms outlined in the Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions, to the:

Director, Internal Audits
DHS Office of Inspector General
Room #30.450
Two Peachtree Street, N.W.
Atlanta, Georgia 30303-3142
Or email to Audits@dhr.state.ga.us

Contractor understands that failure to comply with the above audit and financial reporting requirements could be cause for DHS to suspend payments or to terminate this Contract.

PARA #403 CRITICAL INCIDENT REPORTING ("CIR"):

(403) 04/01/13

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subcontractors employed by the Contractor to provide services pursuant to this Contract.

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.
- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
 - 1. Whether or not client's health, safety and welfare are adequately protected;
 - 2. That the response to the situation and event was reasonable and appropriate;
 - 3. That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 - 4. That Contractor and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the Individuals served under this Contract
- G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.

All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.

Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

PARA #404 ENTIRE UNDERSTANDING:

(404) 03/5/08

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

CHEROKEE COUNTY BOARD OF COMMISSIONERS



CONTRACTS WITH COUNTIES

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures on the dates indicated.

I, the undersigned Commissioner of Cherokee County, certify that this Contract is entered in Book No. _____, Page No. _____, of the official minutes of the Commission of Cherokee County.

CONTRACTOR EXECUTION:

DEPARTMENTAL EXECUTION:

Signature

Department of Human Services

***Date signed by Contractor

Commissioner

*Typed name of individual signing
Chairman, Commission of

Date signed by the Department

County

Division/Office Director

DATE: _____

Attestor's signature

James T. Bricker, Director
Office of Facilities and Support Services

Attestor's typed name

**Title of Attestor

Date signed by Department

*Must be Chairman or sole Commissioner.

**Must be Clerk of Commission.

SCOPE OF SERVICES

Includes:

Technical Proposal for FY 2014

DHS Coordinated Transportation Map

SCOPE OF SERVICES

- A. Contractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:
1. The Grant Application and Transportation Plan, approved by the Department, is by reference made a part of this contract and attached hereto as an Annex. All details of the proposal shall be carried out by the Contractor.
 2. Transportation services which meet the special needs of elderly and disabled persons in accordance with the Department's "State Management Plan and Administrative Application Package for Transportation for Elderly Persons and Persons with Disabilities" which is by reference made a part of this contract if applicable.
 3. Acknowledge prior receipt of the "State Management Plan and Administrative Package for Transportation for Elderly Persons and Persons with Disabilities," and to comply with its provisions. Also insure that all sub-contractors adhere to the provisions of the same, if applicable.
 4. Arrange for transportation for consumers who are located in counties adjacent to the Region, but served at DHS sites located within Region.
 5. Provide to elderly and disabled persons transportation services which are coordinated with the transportation activities of other service agencies and organizations as intended by O.C.G.A 37-2-9, by participating in Coordinated Systems.
 6. Administer, operate, expand and maintain a coordinated transportation system for residents of Cherokee County, which is in the Department of Human Services (DHS) Region # 3B. A map outlining the counties that are in each region is attached hereto as an Annex.
 7. Submit monthly billing information to the Regional Transportation Office by the 10th working day of the month. Information must be submitted in the correct format agreed upon by the Regional Transportation Office. A sample invoice is attached hereto as an Annex. Trip detail organized by DHS site, indicating names of consumers and dates of trips must be submitted as back-up documentation to all billing.
 8. Submit invoices in accordance with the fixed rate schedule during the term of this contract. Any invoice submitted later than 30 days following the contract termination date will not be paid by the Department.
 9. Comply with all details in the technical proposal and rate schedule, unless specified by amendment(s).
 10. Attend meetings with the Regional Transportation Coordinating Committee (RTCC) as requested and/or scheduled.
 11. Implement such service expansions or improvements as may be recommended by the RTCC and accepted by the Department, or as may otherwise be agreed upon between the parties from time to time and as funding allows. Requests for transportation of new Human Service Providers or expansion of existing transportation will be submitted to the RTO for review and approval as funding is available.
 12. Maintain any vehicles in a mechanically safe condition and submit annual safety certifications for all state vehicles used in the program.
 13. A Cost Report and a Budget Report for all contractors and subcontractors who will be providing transportation services in the execution of this contract. The prescribed formats to be used in providing cost and budget data is hereto attached as an Annex. The forms to be used in meeting this contract requirement will be provided electronically to the Contractor by DHS. The Contractor will certify to the accuracy and validity of all cost and budget information submitted by subcontractors as being directly related to the DHS Transportation Services provided. The previous year's final and current year's mid-year Cost Report information will be provided no later than January 31st of each year. The Budget Report will be provided in February with the Contractor's annual proposal and no later than the proposal deadline designated by DHS. Both reports will be submitted to the DHS Regional Transportation Office in the appropriate region. Regional Transportation Office staff may require submission of this information on a monthly or quarterly basis in addition to the annual requirement.

14. Maintain updated internet accessibility and an updated Microsoft Windows operating system, both within the last two released versions, in order to be able to properly access and utilize a web-based trip ordering system planned for implementation in FY 2014.
15. Assist with evacuation efforts in a governor-declared state of emergency. DFCS rates will be applied for services provided.
16. Ensure contractors and subcontractors, that actively provide transportation services to DHS consumers, submit "Wildly Important Goals" survey forms to the Regional Transportation Office weekly. A specific day will be determined by the DHS Regional Transportation Office.
17. Ensure contractors and subcontractors, that actively provide transportation services to DHS consumers, submit the total number of trips (to include DHS, DOT, DCH, and other) performed, miles traveled, and hours operated, for all transit programs administered by the contractor and subcontractor, to the Regional Transportation Office monthly. This information is to be submitted with the monthly billing information.
18. Assist DHS in conducting an annual customer service survey by distributing and collecting DHS survey forms to and from targeted passenger groups. Forms, directions and schedules will be provided by the DHS Regional Transportation Office.
19. Monitor its coordinated transportation service contractors for compliance with applicable policies, procedures and contract specifications. Such monitoring shall be documented and made available to the DHS Regional Transportation Office upon request.

B. The Department will provide the following in accordance with the terms and conditions of the Contract:

1. Monitor and evaluate the Contractors activities for effectiveness.
2. Technical assistance as need and requested.

C. Both parties agree that:

1. The Department will pay the Contractor within 30 days of receipt of all required billing and supporting documentation. DHS procedures will be followed for processing payments. Request for rush payments or deviation from procedures will be denied.
2. If the Contractor elects to operate a state titled vehicle from the Department and other contracting agencies to provide services, the Contractor will pick up, take custody of and be responsible for, maintaining vehicles (including preventive maintenance, cleaning and repair, and component replacement as necessary, including cost of surplus/disposing of state titled vehicle at the end of useful life per current manual instructions). Provide vehicle liability insurance coverage in accordance with the DHS Risk Management Manual, defend all suits brought upon such claim and pay all costs and expenses incidental thereto; however, agencies shall have the right, at their own expense, to participate in the defense of any suit without relieving the Contractor of any obligation there under and return vehicles to the Department in good condition upon termination of the contract. The Contractor shall be responsible for any expenses incurred by the Department due to the failure of the Contractor to return vehicles in good condition. Expenses incurred by the Department to restore vehicles to good condition shall be deducted from the final payment to the Contractor or if expenses exceed final payment, billed to the Contractor.
3. Every transportation provider who operates in the Coordinated Transportation System will follow accident reporting procedures for DHS owned and non-DHS owned vehicles in accordance with the DHS Risk Management Manual and the Transportation Manual.

TECHNICAL PROPOSAL FOR FY 2014

I. Identifying Information

Legal Name of Contractor: Cherokee County Board of Commissioners
Cherokee Area Transportation System / CATS

Type of Organization – Local Government

Federal Employer Identification Number (FEIN): 58-60000799

Business (Street) Address of Contractor: 1130 Bluffs Parkway
Canton, Georgia 30114

Vendor #: 14576

If you currently receive payments from DHS electronically, please provide the last four digits of the account where deposits are received: 4925

Fiscal Year End Date: 09/30/2013

Is the organization a small or minority business? NO

Is the organization certified as a Disadvantaged Business Enterprise (DBE)? NO

Mailing Address of Contractor for correspondence, reports, and other matters relative to the contract:

1130 Bluffs Parkway
Canton, Georgia
30114

Mailing Address of Contractor for all contract payment checks or remittance advice (for electronic funds transfer only):

1130 Bluffs Parkway
Canton, Georgia
30114.

Contact Person: Geoffrey E. Morton, P.E. Contact's Telephone Number: 678-493-6077

Contact's Title: Agency Director Contact's Fax Number: 678-493-6088

Contact's E-mail Address: gmorton@cherokeega.com

II. Receiving/Scheduling/Delivering Trips

A. How will trip orders be received, scheduled and transportation services be delivered?

Agencies submit trip orders by phone, fax, and email, and are then scheduled by CATS Dispatcher, Secretary/Bookkeeper or Operations Manager using the Route Match system.

CATS operates defined coordinated transportation runs in the AM & PM that serve the mix of DHS clients. Occasionally a public trip may be worked into the scheduled run if it can be accommodated, however, most public trips are scheduled as part of Demand Response service.

CATS dispatch office is located at 884 Univeter Rd. Canton, GA 30115

TCT dispatch office is located at 931 Monroe Dr. Ste A102 Atlanta, GA 30308

CATS vehicles are housed at CATS facility at 884 Univeter Rd., Canton, GA 30115
TCT vehicle(s) are stored 300 Vinings Vintage Cir., Mableton, GA 30126

CATS drivers receive electronic manifests utilizing the RouteMatch RM mobile application supported by Samsung Galaxy 10.1" android tablets. This provides accurate manifests updated in real time to reflect cancellations and changes to the schedule. The tablets also provide instant messaging communications support by our 12.5 kHz narrowband two-way radio system in each bus.

Subcontractor trip requests will be sent by CATS to subcontractor in the event a trip cannot be scheduled by CATS during core hours, or due to lack of capacity.

B. How will service delivery operate during inclement weather?

CATS operates under the Cherokee County Board of Commissioners Inclement Weather policy in partnership with the County's Emergency Management Office. Office closings and delayed opening notices are issued on local radio and TV stations and posted on the Cherokee County Website. Clients are instructed to monitor local radio and TV channels for updates. The primary goal is the safety of residents, riders and employees of Cherokee County. (see attach #1 Inclement Weather Policy) Included as Attachment "B"

C. On time service delivery is expected with courteous treatment of all passengers. How will you ensure this and all aspects of customer service are given by you and your sub-contractor(s)?

The County has a customer service policy adopted by the Board of Commissioners. In addition, we provide ongoing training in the areas of customer service and periodically Operations Manager conducts ride-a-longs to evaluate driver safety and on-time performance. (see attach #2 - Customer Service Standards) Included as Attachment "C"

D. How will complaints be resolved?

We take all complaints seriously and the Operations Manager is required to respond to all complaints as quickly as possible to ensure expeditious resolution.

Subcontractor Total Care Transportation (TCT) -- Agrees to adhere to DHS Complaint Policies and Procedures and has a documented complaint handling policy

(see attachment "D" - TCT Accident/Incident Complaint/Comment Policy)

- E. Please describe your and any sub-contractor(s)'s experience and qualifications in the area of transportation.

Cherokee County has operated rural transportation service since 2007. We understand the needs of our clients which include Senior Center, Training Center, DFACS, and the county residents that rely on these transportation services. Our dispatcher and several of our drivers have been employed with CATS since the service began, and have great knowledge of county and clients. We continue to seek ways to enhance customer service, increase ridership, while maintaining effective cost controls and efficiency. During 2012 we completed installation of RouteMatch CAD system with the in-bus mobile devices to permit real-time dispatching and route management.

Sub-Contractor, Total Care Transportation Services was established as LLC in 2012. However team members have over 10 years of experience servicing family, neighbors, faith-based organizations by providing safe, compassionate transportation services to transportation disadvantaged population in metro Atlanta counties.

- F. Please describe how your organization and your sub-contractor(s)'s business are staffed to meet all of the responsibilities required under DHS Coordinated Transportation. Please include organizational charts with your proposal for contractor and, if applicable, all subcontractors.

CATS is staffed to meet all of the required responsibilities under the DHS Coordinated Transportation program. Staff is comprised of fulltime Operations Manager, Dispatcher, Administrator/Bookkeeper, plus eight (8) fulltime drivers & two (2) part-time drivers for 5311 transportation service. (Org chart attached)

SubContractor : TCT has team of 4 partners certified in Project Management (PMP), Lean Six Sigma, Human Resources Management (PHR), ADA Program Specialist, Training Specialist & Masters in Financial Management and Audit.

III. Sub-Contractor Agreements

- A. Please list the names, addresses, phone and fax numbers, and e-mail addresses of any subcontractor that you will utilize in transportation service delivery. Also indicate which counties and/or human services providers will be served by each subcontractor.

Sub-contractor: Total Care Transportation Services, LLC
931 Monroe Dr., Suite 102 Atlanta, GA 30308
Mallika Humphries, Senior Partner
mhumphries@totalcaretransit.com
678-379-9589 fax 1-877-730-0244

Subcontractor agreement executed in February 2013. It is anticipated that TCT will provide support during periods of excess demand, non-core hour request and to out-of county destinations.

- B. Please provide a copy of all sub-contractor agreements to the Regional Transportation Office, where they will be retained. (RTO has a copy of the subcontractor agreement.

IV. Vehicle Fleet

A. Please complete Attachment A for each prime and sub-contractor vehicles used to transport DHS consumers. Please complete a separate form for each prime and subcontractor(s). Also, provide Annual Safety Inspection Reports for each vehicle, following the guidelines included as an exhibit in the DHS Transportation Manual. Provide copies of the inspections to the Regional Transportation Office, where the information will be retained.

B. Please describe your vehicle maintenance program (preventive & corrective).

Cherokee County has a countywide fleet service department which maintains all county vehicles including all CATS vehicles. Most, if not all of the maintenance employees are ASE certified. All buses complete "A", "B", & "C" inspections throughout the year based on time and/or mileage. Additionally, all drivers complete a pre-trip and post-trip inspection on each vehicle they operate daily.

C. Please describe your vehicle replacement plan for any vehicle deemed inoperable or if the need to expand services occurs. At a minimum, include what vehicles will be replaced in the upcoming fiscal year and provide timelines of replacement plans for the remaining vehicles.

Vehicle replacement plan is coordinated with GDOT. All six (6) 2008 model buses were replaced in FY2013. There are no replacements scheduled in FY 2014.

D. Please submit proof of insurance to the Regional Transportation Office, including coverage levels, for all vehicles used to transport DHS consumers. This information will be retained at the Regional Transportation Office.

E. Please state how you will insure all accidents are reported immediately to the Regional Transportation Office.

CATS drivers and TCT drivers are trained on accident / incident reporting. CATS drivers report accident to dispatch and /or Operation Manager. TCT drivers report to their Transit Director, who will report to CATS Operations Manager if transporting for CATS. All accidents are reported to the DHS RTO by CATS Operations Manager. First report is written alert via e-mail within 24 hours of accident. Written accident report and Supervisors' Accident Investigation reports are completed and forwarded to the RTO with the police report when obtained from local jurisdiction. (see attach #4 TCT Accident/Incident Policy)

V. Financial Capability (Please complete for Prime and all Sub-contractors)

A. Please provide verification of the financial stability of each transportation provider.

Please provide copies of the financial statements indicated below from the organization's most recent audit. If the organization is not audited, provide unaudited financial statements from the organization's accounting system/books.

If the organization is For-Profit, provide these financial statements:

- Profit and Loss Statement

- Balance Sheet

SEE RFP Response and Cherokee County Agreement

If the organization is Government or Not-for-Profit, provide these financial Statements:

- Statement of Activities
- Statement of Net Assets
-

[http://www.cherokeega.com/departments/finance/uploads/File/CAFR INFO/Cherokee County 2011 Final CAFR 06.28.2012.pdf](http://www.cherokeega.com/departments/finance/uploads/File/CAFR%20INFO/Cherokee%20County%202011%20Final%20CAFR%2006.28.2012.pdf)

Also provide the DHS Cost and Budget reports to the Regional Transportation Office. (A separate template will be provided by the RTO for these reports.) Prime contractors will provide overall reports that include the funds paid to subcontractors as well as the funds retained by the prime. Subcontractors will provide reports based on their portion of services provided. Prime contractors will insure the validity of the subcontractors' reports.

on their portion of services provided. Prime contractors will insure the validity of the subcontractors' reports.

VI. References (for first-time proposal submissions only)

Please provide three business references (name, address, telephone, and fax number).

N/A

VII. Additional Items

To clarify, the following items are to be submitted to the Regional Transportation Office. These items are required and will be housed at the Regional Transportation Office; they will not be attached to your contract document:

- Subcontractor Agreements
- Annual Safety Inspection Reports
- Certificates of Insurance or Proof of Insurance
- Documents that Illustrate Financial Stability
- DHS Cost and Budget Reports for Prime Contractor and Subcontractors

In addition, if applicable to the contract, these items are also required to be submitted. These documents will become a part of your contract document:

- Completed 5310 Application (application portion only, do not submit the body of the 5310 State Management Plan)
- Resolution to Enter Contract
- EFT Request with Canceled Check
- Request for Advance Documents:
 - Annex Cover Sheet
 - Request for Advance Form
 - Statement of Need Form
 - Fidelity Bond with DHS listed as Loss/Payee

VIII. Signature



(Authorized Signature)

PUBLIC WORKS AGENCY DIRECTOR

(Title)

3/25/13

(Date)

ATTACHMENT A

CONTRACTOR'S ANNUAL SAFETY CERTIFICATION
FOR VEHICLE COMPLIANCE

Name of Prime Contractor: Cherokee County / CATS

Name of Subcontractor (If applicable): Total Care Transportation System

The following vehicles have been inspected to meet the DHS Annual Safety Certification requirements. These vehicles meet the requirements of DHS.

YEAR	MAKE/MODEL	VIN #	Tag #	CAPACITY (AMB/LIFT)	OWNER
2008	Ford E350/Elkhart Bus	A54796	GV93260	13 / NO	GDOT
2008	Ford E450/Goshen Bus	A32655	GV93239	16 / YES	GDOT
2008	Ford E350/Elkhart Bus	A59686	GV93262	10 / YES	GDOT
2008	Ford E450/Goshen Bus	A32652	GV93238	16 / YES	GDOT
2008	Ford E450/Goshen Bus	A32653	GV93241	16 / YES	GDOT
2008	Ford E450/Goshen Bus	A85000	GV93240	16 / YES	GDOT
2011	Ford E350/Goshen Bus	A02620	GV1545B	10 / YES	GDOT
2010	Ford E450/Goshen Bus	A82334	GV0396B	20 / NO	GDOT
2011	Ford E450/Goshen Bus	A02643	GV1544B	16 / YES	GDOT
2011	Ford e450/Goshen Bus	A02644	GV1543B	16 / YES	GDOT
2011	Ford E450/Goshen Bus	A02645	GV1542B	16 / YES	GDOT
2011	Ford E450/Goshen Bus	A02646	GV1541B	16 / YES	GDOT

Subcontractor -- Total Care Transportation Service

2008	Chevrolet Uplander	D177341	LW1234	7 / NO	TCTS
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ATTACHMENT A

**CONTRACTOR'S ANNUAL SAFETY CERTIFICATION
FOR VEHICLE COMPLIANCE**

Name of Prime Contractor: Cherokee County / OATS

Name of Subcontractor (if applicable): Total Care Transportation System

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2008	Ford E350/Elkhart Bus	A59686	GV93262	10 / YES	GDOT
2008	Ford E450/Goshen Bus	A32652	GV93238	16 / YES	GDOT
2008	Ford E450/Goshen Bus	A32653	GV93241	16 / YES	GDOT
2008	Ford E450/Goshen Bus	A85000	GV93240	16 / YES	GDOT
2011	Ford E350/Goshen Bus	A02620	GV1545B	10 / YES	GDOT
2010	Ford E450/Goshen Bus	A82334	GV0398B	20 / NO	GDOT
2011	Ford E450/Goshen Bus	A02643	GV1544B	16 / YES	GDOT
2011	Ford e450/Goshen Bus	A02644	GV1543B	16 / YES	GDOT
2011	Ford E450/Goshen Bus	A02645	GV1542B	16 / YES	GDOT
2011	Ford E450/Goshen Bus	A02646	GV1541B	16 / YES	GDOT

Subcontractor -- Total Care Transportation Service

2008	Chevrolet Uplander	D177341	LW1234	7 / NO	TCTS
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XV: INCLEMENT WEATHER

The CHEROKEE COUNTY Board of Commissioners makes the decision concerning the closing and opening of the all-county offices in the event of inclement weather. In the event that inclement weather causes the county offices to close CHEROKEE AREA TRANSPORTATION SYSTEM (CATS) will not operate. All passengers and staff affected by this will be responsible for monitoring local radio and television broadcast for closings and details.

In the event that CHEROKEE COUNTY School Board does not provide transportation because of inclement weather, CHEROKEE AREA TRANSPORTATION SYSTEM (CATS) will also not provide transportation. CHEROKEE AREA TRANSPORTATION SYSTEM (CATS) will be open but no transportation will take place. All passengers and programs affected by this will be responsible for monitoring local radio and television broadcast for school closings. CHEROKEE AREA TRANSPORTATION SYSTEM (CATS) staff members should refer to page 12 of the CHEROKEE COUNTY Personnel Policy Manual concerning reporting to work in the event of inclement weather when the county is open.

Inclement weather can happen at any time. When the county is officially open and the CHEROKEE COUNTY School Board is closed, because of a holiday, a decision concerning transportation will be determined as soon as possible by CHEROKEE AREA TRANSPORTATION SYSTEM (CATS) in consultation with the Division Director, Safety Officer and 911 operations. If it is determined that transportation should be delayed or stopped for a period of time due to inclement weather, programs and passengers affected by the decision will be contacted by CHEROKEE AREA TRANSPORTATION SYSTEM (CATS).

CHEROKEE COUNTY GOVERNMENT
www.cherokeega.com



CHEROKEE COUNTY

Customer Service Standards

January 2006

CUSTOMER SERVICE STANDARDS

Staff within public contact areas and, where applicable, internal service delivery areas, should implement strategies that demonstrate the following service standards:

Know your customer base

Staff should demonstrate a good understanding of their customer base.

Focus on Customer Needs

Customer-focused organizations base their business decisions around the needs of their customers. They ensure that they fully understand their customers' needs and provide their products and services in a way that suits them.

Individuals that are focused on customer needs will make an effort to empathize with customers, analyse inquiries or predicaments and adjust their service delivery to match. They also ask questions to clarify the customer's needs but don't assume that they fully understand their needs.

Use a Can-Do Approach

A *can do* approach is one where the service provider focuses on how much and how best they can help each customer rather than on what they can't do or how difficult it will be.

A *can do* approach can be taken in every interaction with customers, both internal and external ones.

A *can do* approach means interpreting the customer's stated requirements and considering whether you might have additional services or information to help them.

Customer Friendly Staff

The Customer Service Code of Practice (page 5) should be applied by all staff.

Customer Focused Public Contact Area

Departments will:

- Be clean, presentable and welcoming to customers.
- Be accessible to all customers including disabled access, customer friendly opening hours etc.
- Be customer oriented including integrating customer friendly initiatives such as seating for customers, pens available etc.
- Possess clear and customer-friendly sign-posting, instructions, brochures, forms and information.
- Clearly display *Commitment To Service* (CTS) Statements and performance targets in accessible areas.

Comprehensive Complaints Handling Process

The department should develop formal and effective complaints-handling processes. These processes will, as a minimum, satisfy the *Best Practice Complaints Handling Standards*.

- Customer Value Performance Measures & Targets** The department will:
 - Develop performance measures and targets against a minimum of four (4) key customer priorities/values.
 - Monitor and report performance against the targets.
 - Integrate the performance measures and targets with your *Commitment To Service (CTS) Statements*.

- Telephone and Counter Techniques** Departments should develop formal and effective telephone and counter techniques. The techniques will, as a minimum, satisfy the *Best Practice Telephone and Counter Standards*.

- Continuous Improvement** Departments should continually seek opportunities for customer-driven service delivery improvement.

CUSTOMER SERVICE CODE OF PRACTICE

5

County employees will demonstrate the following key standards of service:

1 Focus on the Customers Needs

- Always focus on solutions for the customer.
- Provide a 'can do' approach.
- Always provide alternatives and assistance for the customer.
- Anticipate, understand and focus upon customer needs.
- Follow up on customer needs where necessary.

2 Customer Friendly Presentation

- Always be neatly dressed and well presented for customers.
- Adopt and portray a friendly identity.
- Display a positive image to customers including customer-friendly body language and posture.
- Always project a positive attitude towards the customer.

3 Customer Friendly Attributes

- Demonstrate the following key customer service attributes:
 - Friendly, cheerful, courteous and helpful.
 - Understanding and empathy.
 - Patience, reliability and trustworthiness.
 - Promote a positive attitude to customers.
 - Display integrity, trust and respect.
 - Display loyalty to the organization.
 - Remain sensitive to your customer base.

4 Professional Skills & Knowledge

- Demonstrate the following key customer service skills/competences:
 - Appropriate customer service skills/competences relevant to your role
 - A sound knowledge of department services and products.
 - Clear and concise verbal and written skills.
 - Ability to listen to customers.
 - Conduct administrative processes in an accurate, rigorous manner.
 - Take responsibility for meeting customer needs.
 - Work well in a team environment.
 - Respect confidentiality of information where appropriate.
 - Meet the ethical obligations and requirements of the *Employee Code of Conduct*.



Total Care

Transportation Services

Total Care Transportation – Policies & Procedures Manual

SUBJECT: PASSENGER
COMPLAINT/COMMENT

SECTION:

EFFECTIVE DATE: 3/21/2012

REPLACES:

DIRECTIVE:

To establish a method for passengers to communicate complaints, compliments and suggestions.

PROCEDURE:

Passengers may call to lodge a complaint, make a suggestion or compliment an employee or the service.

The staff taking the information must document the details on the Comment Form. After the comment form is completed, it must be forwarded to the Transit Director within 24 hours. All customers will be handled with respect and in an expeditious manner.

Complaints that are serious in nature must immediately be brought to the attention of the Transit Director.

The Transit Director will immediately take appropriate action to begin an investigation to determine validity.

On all validated complaints the Transit Director will contact the person that initiated the complaint within seven (7) days. The Transit Director will provide the resolution in writing to the complainant within ten (10) days. Other alternative formats will be provided upon request.

The Transit Director will ensure that appropriate retraining and/or disciplinary action occurs and is documented.

Compliments for employees or service will be posted on the employees' bulletin board. All thank you notes will also be posted.

Suggestions submitted will be discussed during staff meetings to determine the feasibility of the suggestion.

All Comment Forms will be logged in and tracked monthly.

RESPONSIBILITIES:

Responsibilities defined above.



Total Care Transportation – Policies & Procedures Manual

SUBJECT: ACCIDENT/INCIDENT POLICY

SECTION:

EFFECTIVE DATE: 3/21/2012

REPLACES:

DIRECTIVE:

To provide handling guidance for all accidents and incidents involving transit vehicles.

DEFINITIONS:

Accident: any circumstance involving a transit vehicle, whether in revenue service or not, and/or secondary vehicle(s) resulting in damage to one or more vehicles, property, or bodily injury and requiring the response of local law enforcement and/or emergency services personnel.

Incident: any circumstance involving a transit vehicle, whether in revenue service or not, resulting in damage to the transit vehicle and/or Agency property, bodily injury to a passenger or employee, or violation of any policy on prohibited behavior (i.e. disruptive behavior, prohibited items brought on board, etc.).

PROCEDURE:

Accidents

All drivers, dispatchers, supervisors, and Directors must report all accidents to the Transit Director as soon as possible.

All drivers involved in an accident must perform the following actions:

1. Check for personal injury.
2. Check all passengers for injury.
3. For all accidents involving secondary vehicles, check the driver and passengers of second vehicle for injury.
4. If vehicle(s) is in operational condition, move to a safe area not obstructing the flow of traffic.
5. Notify dispatch of the accident.
 - a. If the driver has a cellular telephone, either business or personal, notify local law enforcement and emergency services personnel if required.
 - b. If the driver does not have a cellular telephone, inform dispatch that local law enforcement and emergency services personnel are required and provide all necessary location information. Monitor radio traffic for requests of additional information if necessary.
6. Remain at the scene until released by law enforcement or emergency services personnel.
7. If necessary, make tow arrangements.
 - a. If the transit vehicle requires tow services, the responding Supervisor/Director will make arrangements.



Total Care Transportation -- Policies & Procedures Manual

- b. If an involved secondary vehicle(s) requires tow services, the driver/owner of that vehicle will be responsible for arrangements.
 - c. If no Supervisor/Director is able to respond, inform dispatch that tow services are required.
8. Complete any required accident investigation documentation required by the Agency.
 9. Report for any required drug and alcohol testing as outlined in the agency substance abuse policy.

Incidents

All drivers are required to report all incidents to the Supervisor/Director as they occur. If it is not possible to report the incidents as they are occurring, the incident must be reported when the driver returns to base or within twenty-four hours from occurrence whichever is most feasible.

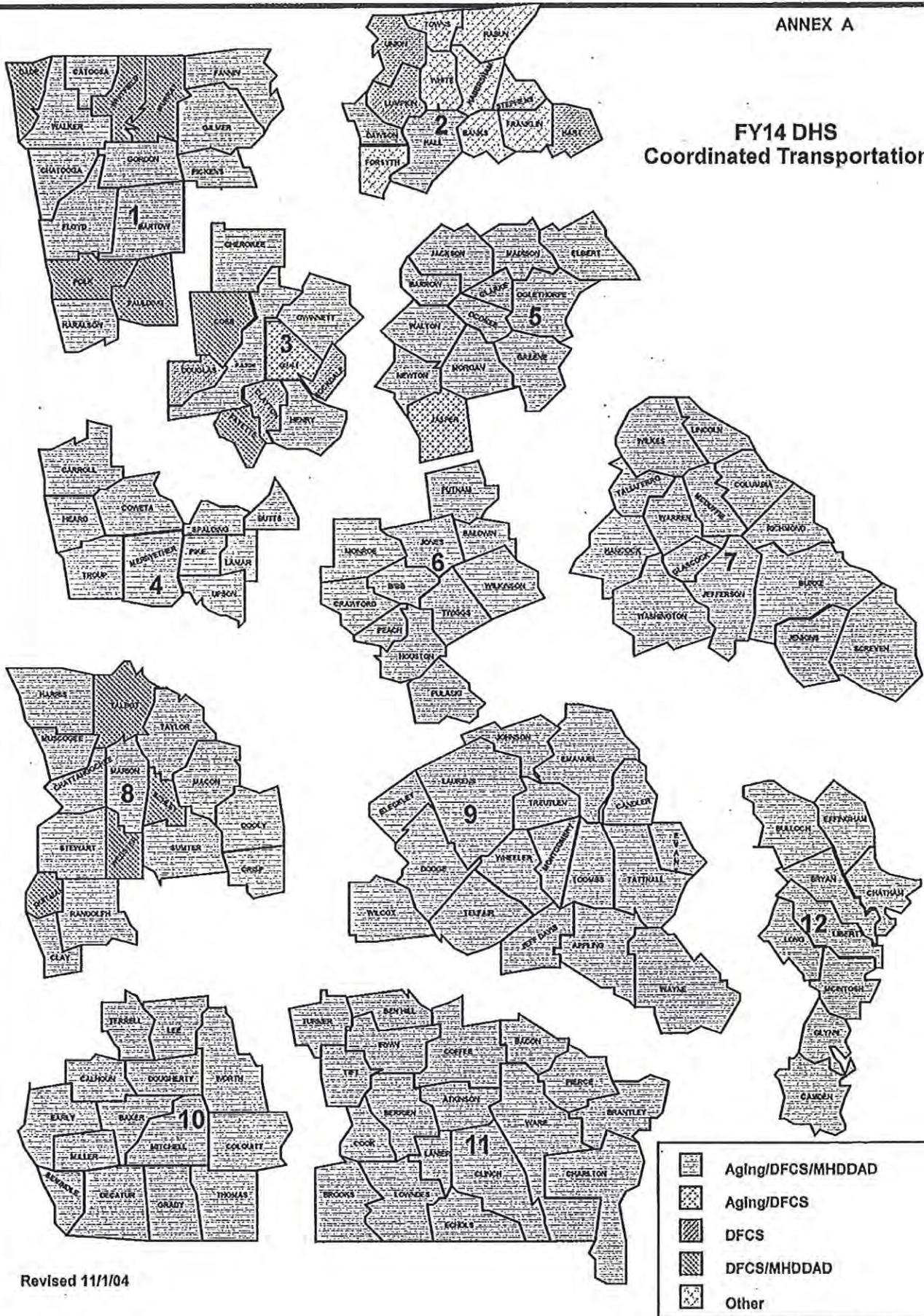
All drivers involved in an incident must perform the following action:

1. Check for personal injuries.
2. Check all passengers for injury.
3. Notify dispatch of the incident. If required, inform dispatch that local law enforcement and emergency services personnel are required and provide all necessary location information. Monitor radio traffic for requests of additional information.
4. If the driver is unable to contact dispatch and the driver has a cellular telephone, either business or personal, notify local law enforcement and emergency services personnel if required.
5. If passengers are on board and vehicle is operational:
 - a. Complete assigned trips, informing dispatch that a vehicle incident has occurred.
 - b. After the final passenger has debarked, park the vehicle in an area as not to obstruct the flow of traffic.
 - c. Complete an Incident Report form.
 - d. Submit the Incident Report form with all manifests at the end of the shift.
6. If no passengers are on board and the vehicle is operational:
 - a. Park the vehicle in an area as not to obstruct the flow of traffic.
 - b. Complete an Incident Report form.
 - c. Submit the Incident Report form with all manifests at the end of the shift.
7. If the vehicle is inoperative:
 - a. Inform dispatch that a vehicle incident has occurred.
 - b. Request a back-up vehicle
 - c. Inform dispatch that tow services are required.
 - d. Complete an Incident Report form.
 - e. Submit the Incident Report form with all manifests at the end of the shift.

RESPONSIBILITIES:

It is the responsibility of all drivers to ensure that accidents/incidents are reported to the appropriate Agency personnel in a timely manner.

FY14 DHS Coordinated Transportation



SERVICE DELIVERY SITES

-Not applicable to this contract-

CERTIFICATION REGARDING LOBBYING

-Not applicable to this contract-

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative	Signature	Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



PAYMENT PROVISIONS

Includes:

Rate Schedule

Invoice

Cost and Budget Report (Sample)

RATE SCHEDULE

FY 2014

CONTRACTOR NAME: **Cherokee County Board of Commissioners**

Type	DEFINITION	RATE
CORE TRIP	Any one-way trip that occurs between 6 AM and 6 PM. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response.	Aging: \$4.75 DFCS & VR: \$11.75 DBHDD: \$5.75 DOJ: \$12.50 10 Ride Pass: \$12.50 10 ride Pass Ages 62 and older: \$6.00
NON-CORE TRIP (0-29 Miles)	Any one-way trip that occurs between 6 PM. and 6 AM. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response. This will include all non-core hour trips, holidays, and weekends.	\$33.00
*LONG DISTANCE TRIP (30 - 49 MILES)	An hourly rate for the transport time of a long distance trip. A long distance trip is defined as any trip over 30 miles one-way and no more than 49 miles (will only include mileage for the passenger being counted as long distance).	\$35.00
LONG DISTANCE TRIP (50- 75 MILES)	Long distance trip is defined as any trip over 50 miles (will only include mileage for the passenger being counted as long distance).	\$45.00
FIELD TRIP HOURLY	Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge an hourly rate, the trip must be less than 8 hours. These trips are not charged per passenger.	
WAIT RATE FOR FIELD TRIPS AND LONG DISTANCE TRIPS HOURLY	An hourly rate for the time a driver must wait for a consumer that cannot be dropped off and picked up at a later time.	\$20.00
WHEELCHAIR TRIP	Any one-way trip that is ordered by a HSP that requires the use of a vehicle lift. The consumer may have temporary or permanent physical limitations (or disabilities) that prohibit or make it difficult for the consumer to climb the vehicle steps. For instance, the consumer may require the use of a mobility aid, such as a wheelchair, walker, cane, or the consumer may experience a problem which makes it difficult to climb the vehicle's steps.	

INVOICE

DHR Office of Facilities & Support Services
Transportation Services Section
Region _____

CHECK REQUEST

Make Payment Payable To:
Provider/Contractor Name: _____
Address: _____
City, State, Zip Code: _____
Contact Name: _____
Phone #: _____

Invoice Number: _____ Invoice Date: _____

For Coordinated Transportation Services: _____ Region _____

	(MONTH/YEAR)		Region
Total # of Core Trips	X Rate	=	
Total # of Non-Core Trips	X Rate \$	=	
Total # of Long Distance Trips (30-75 miles)	X Rate \$	=	
Total # of Long Distance Trips (>75 miles)	X Rate \$	=	
Total # of Field Trips Hourly	X Rate \$	=	
Total # of Field Trips Daily	X Rate \$	=	
Total # of Wheelchair Trips	X Rate \$	=	

Less Title IIIB Local Match (10%) _____
Less SSBG-Aging Local Match (12%) _____
Less prior month adjustment amount, for Month of: _____

Total Reimbursement Amount _____

*Please attach supporting documentation and explanation of any prior month adjustments.

DHR Department Requesting Payment:
Office of Facilities & Support Services
Transportation Services Section, Region _____
Address: _____ (street, p.o. box)
_____ (city, state, zip)
_____ (county)

Certified By: _____ Date: _____
Authorized Signature: _____ Date: _____

SAMPLE						
Transit System Cost/Budget Report						
SFY						
Transportation Operator:					Average Cost Per Trip	#DIV/0!
Budget Year:					Average Cost Per Hour	#DIV/0!
Period Covered by Report:					Average Cost Per Mile	#DIV/0!
Administrative Expenses	Amount	Operating Expenses	Amount	Capital Expenses	QTY	Amount
1 Director Salary		15 Driver Salary		29 Standard Van		
2 Supervisor Salary		16 Dispatcher Salary		30 Modified Van		
3 Bookkeeper Salary		17 Maintenance Expenses		31 Conversion Van		
4 Secretary Salary		18 Repair Expenses		32 Conversion Van w/ Lift		
5 Fringe Benefits		19 License Expenses		33 Shuttle Van		
6 Training Expenses		20 Vehicle Insurance Expenses		34 Shuttle Van w/ Lift		
7 Marketing Expenses		21 Drug / Alcohol Testing		35 Shuttle Bus		
8 Telephone Expenses		22 Background Investigation Expenses		36 Shuttle Bus w/ Lift		
9 Office Supplies		23 Uniform Expenses		37 Mobile Radio		
10 Employee Health Benefits		24 Communications Expenses		38 Base Radio		
11 Rental Expenses		25 Fuel Expenses		39 Two-way Radio		
12 Computer Software		26 Mechanic Expenses		40 Computer Hardware		
13 Audio		27 Contract Services		41 Dispatching		
14 Other Administrative Expenses		28 Other Operating Expenses (list)		42 Other (list)		
Total	\$	Total	\$	Total		\$
Administrative Total / Ratio	\$	#DIV/0!		TRIPS PROVIDED/PLANNED BY PROGRAM		
Operating Total / Ratio	\$	#DIV/0!		Program		# Trips
Capital Total / Ratio	\$	#DIV/0!		#DIV/0!	DMR	
Total Expenses	\$	#DIV/0!		#DIV/0!	FTA Section 5311	
Number of Drivers - Full Time				#DIV/0!	Medicaid NET	
Number of Drivers - Part Time				#DIV/0!	TOTAL TRIPS PROVIDED	
Number of Vehicles						
Number of Transport Hours						
Number of Transport Miles						
Please use the area below to explain any issues experienced during the past year which had an impact on expenses, or to provide an explanation if the administrative ratio exceeds 20% of the total.						

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day, month and year of the Contract, is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and the Contractor (hereinafter referred to as "Business Associate").

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of Protected Health Information ("PHI") that a business associate may receive or create on behalf of DHS pursuant to this Contract and to document those assurances by entering into Business Associate Agreements with certain entities that provide functions, activities, or services involving the use of PHI;

WHEREAS, Business Associate may provide functions, activities, or services involving the use of PHI;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, compliance with the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Business Associate (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. DEFINITIONS

- 1.1 "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E; and upon the enforcement date as specified by the regulation, the Health Insurance Reform: Security Standards at 45 C.F.R. parts 160, 162 and 164.
- 1.2 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Rules, including without limitation those set forth at 45 CFR Parts 160.103 and 164.501.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Unless otherwise Required by Law, Business Associate agrees:

- 2.1.1 **Nondisclosure.** That it will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2.1.2 **Safeguards.** To establish, maintain and use appropriate administrative, physical and technical safeguards to reasonably protect the confidentiality, integrity and security of the PHI and prevent use or disclosure of the PHI other than as provided for by this Agreement; and upon the enforcement date as specified by the Privacy and Security Rules under HIPAA, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of DHS in its capacity as a Business Associate.
- 2.1.3 **Mitigation.** To mitigate, to the extent practicable, and in cooperation and consultation with DHS, any harmful effect that is known to Business Associate of a use or disclosure of PHI or Security Incident by Business Associate in violation of the requirements of this Agreement.
- 2.1.4 **Compliance of Agents.** That its agents or subbusiness Associates, including subcontractors, are subject to the same obligations that apply to Business Associate under this Agreement and Business Associate agrees to ensure that its agents or subbusiness, including subcontractors, Associates comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Business Associate under this Agreement. Business Associate also agrees to ensure that any agents or subbusiness Associates, including subcontractors, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
- 2.1.5 **Report Unpermitted Disclosure of PHI.** To report to DHS any use or disclosure of PHI that is not provided for by this Agreement of which it becomes aware. Business Associate also agrees to report to DHS any Security Incident related to Electronic Protected Health Information of which Business Associate becomes aware. Business Associate agrees to make such report to DHS in writing in such form as DHS may require within twenty-four (24) hours after Business Associate becomes aware.
- 2.1.6 **Amendments.** To make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 CFR 164.526 at the request of DHS or an Individual, within five (5) business days after request of DHS or of the Individual. Business Associate also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- 2.1.7 **Access.** To provide access to PHI in a Designated Record Set to DHS upon request, within five (5) business days after such request, or, as directed by DHS, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524. Associate also agrees to provide DHS with written confirmation that access has been granted in such format and within such time as DHS may require.
- 2.1.8 **Disclose Practices, Books, and Records.** To give DHS, the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or their designees access to Business Associate's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after DHS, the Secretary or their designees request such access or otherwise as DHS, the Secretary or their designees may require for purposes of the Secretary determining DHS's compliance with the Privacy and Security Rules. Business Associate also agrees to make such information available for review, inspection and copying by DHS, the Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to DHS, the Secretary or their designees in such form, format or manner as DHS, the Secretary or their designees may require.
- 2.1.9 **Document Disclosures.** To document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with the requirements of the Privacy and Security Rules.
- 2.1.10 **Release Documentation of Disclosures.** To provide to DHS or to an Individual, information collected in accordance with Section 2.1.9 of this Agreement, above, to permit DHS to respond to a request by an Individual for an accounting of disclosures of PHI as provided in the Privacy and Security Rules.
- 2.1.11 **Respond to Requests from Individuals.** Except as this Agreement or any other agreement between DHS and Business Associate may otherwise provide, in the event Business Associate receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, Business Associate will redirect the Individual to DHS.
- 2.1.12 **Ownership.** To the extent permitted by law, any and all PHI provided to or created by Business Associate shall remain the property of DHS, and Business Associate's use, possession or knowledge of PHI does not cause Business Associate to have any right, title, ownership or interest in the PHI, including de-identified information.

2.2 Permitted Uses and Disclosures by Business Associate

- 2.2.1 **Functions and Activities on Behalf of DHS.** Except as limited in this Agreement, Business Associate may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy and Security Rules if done by DHS or the minimum necessary policies of DHS. All other uses or disclosures by Business Associate not authorized by the Agreement or by specific instruction of DHS are prohibited.
- 2.2.2 **Business Associate's Management and Administration.** Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- 2.2.3 **Disclosure by Business Associate Required by Law or With Reasonable Assurances.** Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate and to carry out its legal responsibilities, provided that disclosure is Required By Law, or provided that the Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that: 1) the Protected Health Information will be held confidentially; 2) the Protected Health Information will be used or further disclosed only as Required By Law or for the purpose(s) for which it was disclosed to the person or entity; and 3) the person or entity will notify Business Associate of any instances of which the person or entity is aware in which the confidentiality of the information has been breached.
- 2.2.4 **Data Aggregation Services.** Except as otherwise limited by this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
- 2.2.5 **Report Violations of Law.** Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. **OBLIGATIONS OF DHS**

3.1 **Inform Business Associate of Privacy/Security Practices and Restrictions.**

- 3.1.1 Security Rules If, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Business Associate's use or disclosure of PHI.
- 3.1.2 DHS will notify Business Associate of any change in, or revocation of, permission by an Individual to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Business Associate's use or disclosure of PHI.
- 3.1.3 DHS will notify Business Associate of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy and Security Rules If, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Business Associate's use or disclosure of PHI.

- 3.2 **Permissible Request by DHS.** DHS shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules If done by DHS.

4. **TERM AND TERMINATION**

- 4.1 **Term.** The Term of this Agreement shall commence on the day and year first written above, and shall terminate when all of the PHI provided by DHS to Business Associate, or created or received by Business Associate on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Annex.

4.2 **Termination for Cause.** Upon DHS's knowledge of a material breach by Business Associate, DHS shall either:

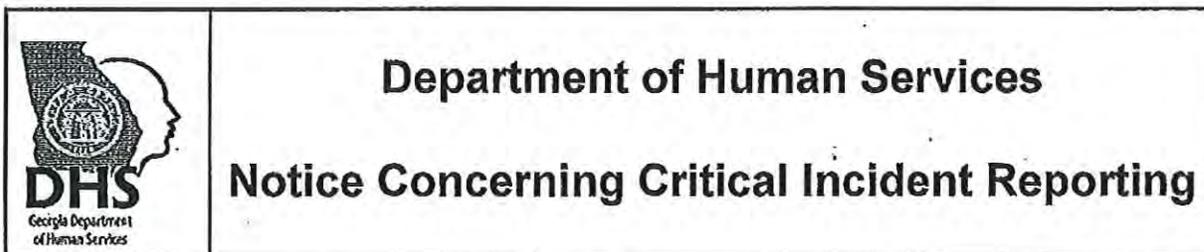
- a. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHS;
- b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure is feasible, DHS shall report the violation to the Secretary.

4.3 **Effect of Termination.**

- a. Except as provided in paragraph (b) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from DHS, or created or received by Business Associate on behalf of DHS. This provision shall apply to PHI that is in the possession of subbusiness Associates or agents, including subcontractors, of Business Associate. Neither Business Associate nor its agents nor subbusiness Associates including subcontractors, shall retain copies of the PHI.
- b. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall send DHS detailed written notice of the specific reasons why it believes such return or destruction is not feasible and the factual basis for such determination, including the existence of any conditions or circumstances which make such return or disclosure infeasible. If DHS determines, in the exercise of its sole discretion, that the return or destruction of such PHI is not feasible, Business Associate agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional action as DHS may require for the protection of patient privacy or the safeguarding, security and protection of such PHI.
- c. If neither termination nor cure is feasible, DHS shall report the violation to the Secretary.
- d. Section 4.3 of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.

5. **MISCELLANEOUS.**

- 5.1 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- 5.2 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for DHS to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191
- 5.3 **Survival.** The respective rights and obligations of Business Associate under Section 4 of this Agreement shall survive the termination of this Agreement.
- 5.4 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable state and federal laws, rules and regulations, and the Privacy and Security Rules, and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy and Security Rules If, and to the extent that, they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA and its Privacy and Security Rules.
- 5.5 **Scope.** The Parties agree that the terms of this Agreement apply to any relationship or agreement, existing now or arising in the future, between Business Associate and DHS related to use and/or disclosure of PHI.
- 5.6 **Entire Agreement.** This Agreement is the complete and exclusive statement of the understanding of the parties with respect to the subject matter hereof and hereby supersedes any prior written or verbal proposals, agreements, understandings or discussions with respect to same. This Agreement shall not be limited in any way by any provisions in the Contract. This Agreement may not be modified or amended except by written agreement executed by authorized representatives of both parties.
- 5.7 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5.8 **Sovereignty.** In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 5.9 **Choice of Law.** This Agreement shall be governed by the laws of the State of Georgia.
- 5.10 **Full Force and Effect.** All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Annex, shall remain in full force and effect.
- 5.11 **Business Associate Assurances.** The Business Associate agrees that it will comply with all provisions of HIPAA and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164, subparts A and E; and upon the enforcement date as specified by the regulation, the Health Insurance Reform: Security Standards at 45 C.F.R. parts 160, 162 and 164, and that it assures to DHS that it will provide appropriate safeguards of Protected Health Information ("PHI") as an entity that provides functions, activities, or services involving the use of PHI.



Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhr.state.ga.us

**Via web: <http://dhs.georgia.gov>, Navigate to "Divisions & Offices",
scroll to "Office of Inspector General" and click "online form"**

Address: 2 Peachtree Street, NW, Suite 30.450

Atlanta, Georgia 30303-3142

Security and Immigration Compliance Affidavits

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:



Security and Immigration Compliance Affidavits

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Cherokee County Board of Commissioners on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five 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 business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:



Security and Immigration Compliance Affidavits

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for ([name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]) and ([name of contractor]) on behalf of the Georgia Department of Human Services 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to ([name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to ([name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC My Commission Expires:



HERE





Cherokee County, Georgia Agenda Request

SUBJECT: New Effective Date for Tax Collection Commission Rates Charged to the CCSD
MEETING DATE: 8/6/2013

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Consider approving resolution to change tax collection commission rate charged to Cherokee County School District (CCSD) to 2.3% beginning 9/1/2013, rather than 10/1/2013 as approved earlier this year. Also change future year reductions to become effective on September 1.

FACTS AND ISSUES:

On May 21, 2013 the Cherokee County Board of Commissioners approved lowering the tax commission rate charged to the Cherokee County School District from 2.5% to 2.3% on October 1, 2013. After reviewing with the Cherokee County Tax Commissioner, September 1, 2013 would align with their processes. October 1, 2013 had been chosen to represent the next fiscal year for Cherokee County Board of Commissioners; however, September 1 would better represent the intent of the Board to lower the rate beginning with the 2013 levy.

Rate reductions in future years would also become effective on September 1.

A resolution has been provided with this agenda request.

BUDGET: N/A to FY2013 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:

Approve.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: Janelle Funk

COUNTY MANAGER: _____

A Resolution to Approve New Effective Date for New Commission Rates Charged to the Cherokee County School District for Tax Collection Processing

For Cherokee County, Georgia

The Cherokee County Board of Commissioners hereby adopts the following rates for the processing of Cherokee County School District tax collections:

	Current Rate (will continue to apply to all years prior to 2013)	9/1/2013 (to apply to 2013 Levy)	9/1/2014 (to apply to 2014 Levy)	9/1/2015 (to apply to 2015 Levy and future levies unless new rates are approved by the BOC)
School M&O	2.50%	2.30%	2.10%	2.00%
School Bond	2.50%	2.30%	2.10%	2.00%

So adopted this is the 6th day of August, 2013

Board of Commissioners

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk





Cherokee County, Georgia Agenda Request

SUBJECT: 2014 LMIG Proposal

MEETING DATE: August 6, 2013

SUBMITTED BY: Cliff Harden, Director – Cherokee County Roads & Bridges Division

COMMISSION ACTION REQUESTED:

Consideration of request to submit list of sixteen (16) roadways in need of resurfacing to GDOT for funding under the 2014 LMIG (Local Maintenance and Improvement Grant).

FACTS AND ISSUES:

This is to request approval of roads for Cherokee County to submit to the Georgia Department of Transportation for resurfacing under the LMIG (Local Maintenance and Improvement Grant) program for its 2014 fiscal year. The list of roads attached. It includes sixteen (16) roads with a total length of 25.74 miles.

In 2013 Cherokee County received approximately \$1,406,717.00 in LMIG funds for roadway resurfacing on eight (8) roads with a total length of 16.53 miles.

For 2014 GDOT has announced that Cherokee County will be receiving approximately \$1,592,611.00 in LMIG funds.

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 submit list of sixteen (16) roadways in need of resurfacing to GDOT for funding under the 2014 LMIG (Local Maintenance and Improvement Grant).

REVIEWED BY:

DEPARTMENT HEAD:

Cliff Harden

AGENCY DIRECTOR:

[Signature]

COUNTY MANAGER

[Signature]

Cherokee County 2014 GDOT LMIG Request

Prepared by Roads & Bridges

rev 7/25/13

Post	Priority	Road Name	Beginning Point	Ending Point	Paving Miles	GDOT Request
1	1	Fate Conn Road	NW of Towne Mill Ave	Lower Burris Road	2.10	\$ 119,145
1	2	Fields Chapel Road	SR 20	Dead End @ Gate	1.32	\$ 74,749
1	3	Glenn Wilkie Trail	Edwards Mill	SR 372	1.37	\$ 86,200
1	4	Land Road	Lower Burris Road	Lower Bethany Road	1.09	\$ 75,233
1	5	Lower Burris Road	Land Road	SR 140	4.00	\$ 302,016
1	6	Lower Creighton Road	SR 369	Forsyth Co Line	2.12	\$ 146,729
1	7	Salacoa Road	SR 140	Jerusalem Church Road	3.96	\$ 274,080
2	8	Waters Road	North Arnold Mill Road	East Cherokee Drive	2.22	\$ 125,714
2	9	Earney Road	Dam	Batesville Road	1.26	\$ 81,338
1	10	Harmony Drive	SR20	Entrance Gov Preserve	1.18	\$ 60,901
1	11	Hornage Road	Lower Bethany Road	Howell Bridge Road	3.23	\$ 169,360
1	12	Old Hornage Road	Hornage Road	Dead End	1.04	\$ 44,616
1	13	A Donald Road	Lower Burris Road	Land Road	0.56	\$ 26,693
2	14	Fox Lane	Red Fox Circle	Dead End	0.06	\$ 3,146
2	15	Fox Ridge	Red Fox Circle	Cul de sac	0.05	\$ 2,622
2	16	Red Fox Circle	Red Fox Circle	Earney Road	0.17	\$ 8,914
Totals					25.74	
Project Request amount						\$ 1,601,457

Allocation Amount per GaDOT 6/19/13

\$ 1,592,611

August 7, 2013

Mr. DeWayne Comer, District Engineer
Georgia Department of Transportation
P. O. Box 10
Cartersville, Georgia 30120

Dear Mr. Comer:

Enclosed is Cherokee County's formal list of candidate roads for resurfacing under the GDOT FY2014 Local Maintenance and Improvement Grant (LMIG) program.

These roads in Cherokee County have structural deficiencies that we believe warrant approval for resurfacing. The County is requesting funding of topping and tack and will perform all preparatory work, including patching, leveling, and post-paving shoulder building as a part of the County's matching funds participation.

Cherokee County will absorb any overruns beyond the GDOT funded amount for these submitted roads.

Thank you for your cooperation and for the continuous help your staff provides to Cherokee County.

Sincerely,

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

Cc: BOC
Jerry Cooper, County Manager
Geoffrey E. Morton, P.E., County Engineer
Cliff Harden, Director Roads and Bridges

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to that Professional Services Agreement, dated January 8, 2013 (“Second Amendment”) made and entered into by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (“County”), and Rhonda D. McClendon & Associates, CPA, PC (“Consultant”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the County and Consultant entered into that Professional Services Agreement dated January 8, 2012 (“Agreement”) to provide certain services generally described as forensic audit; and

WHEREAS, the County and Consultant entered into that First Amendment to Professional Services Agreement dated January 8, 2013 to amend the Agreement to increase the cap amount set forth in Section III(B) and to add additional provisions to the Agreement concerning: (1) the direct delivery of the final forensic audit report to the Cherokee County District Attorney; and (2) the authorization of the Consultant’s retention of an attorney of her choosing to assist her with the forensic audit for a specified retainer amount and a specified maximum overall fee amount; and

WHEREAS, the County and Consultant now desire to further amend Section I(D) and Section III(B).

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

1. The Parties agree to amend Section I(D) of the Agreement to read as follows:

“D. Delivery of Final Forensic Audit Report

The final forensic audit report prepared by Consultant (the “Final Report”) shall be delivered directly to the Cherokee County District Attorney (the “County DA”) no later than the close of business of the office of the County DA on September 12, 2013. The release of the Final Report by the County DA to the County shall be made by the County DA at an appropriate time within the discretion of the County DA, but in no event shall the County DA withhold the release of the Final Report to the County upon the conclusion of the County DA’s investigation concerning the use of the RRDA Bonds and Ball Ground Recycling Project.”

2. The Parties agree to amend Section III(B) of the Agreement to read as follows:

“B. “The total amount paid under this Agreement as compensation for the Work performed and reimbursement for costs incurred, including amounts to be paid pursuant to Section IV(O) of the Agreement regarding the retention of Rosenzweig, Jones, Horne & Griffis, P.C. (including attorney George C. Rosenzweig of that law firm), shall not, in any case, exceed

Four Hundred Thousand and 00/100 Dollars (\$400,000.00), except as outlined in Section II(C) above.”

3. Except in so far as modified by the above specified amendment, this Second Amendment in no way modifies or changes the original Agreement, as previously amended, to be performed under the specifications thereof, and the original Agreement, as previously amended, is in full force and effect.

4. All capitalized terms in this Second Amendment shall have the same meaning as in the original Agreement, as previously amended, except if otherwise noted.

5. This Second Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.

6. Each of the individuals executing this Second Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.

WHEREFORE, the Parties having read and understood the terms of this Second Amendment, they do hereby agree to such terms by execution of their signatures below.

CHEROKEE COUNTY, GEORGIA

By: L.B. Ahrens
Its: Chairman

[COUNTY SEAL]

Signed, sealed and delivered in the presence of:

Witness

Notary Public
(Notary Seal)

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

**CONSULTANT: RHONDA D. MCCLENDON &
ASSOCIATES, CPA, P.C.**

By: Rhonda D. McClendon
Its: President
[Corporate Seal]

Signed, sealed and delivered in the
presence of:

Witness

Notary Public
(Notary Seal)

**AUTHORIZED RETAINER AMOUNT AND CAP ON TOTAL
FEES FOR PROFESSIONAL SERVICES AND EXPENSES APPROVED BY:**

**LAW FIRM: ROSENZWEIG, JONES, HORNE &
GRIFFIS, P.C.**

By: George C. Rosenzweig, Esq.
Its: _____
[Corporate Seal]

Witness

STATE OF GEORGIA
COUNTY OF CHEROKEE COUNTY

CHEROKEE COUNTY BOARD OF COMMISSIONERS
POLICY NO. 03- P- 01

PUBLIC COMMENT POLICY

In 1999, the Cherokee County Board of Commissioners established a public input policy, to welcome citizen comment and attendance. The following is a revised edition of that policy. The original Policy No. 99-P-1 is hereby rescinded.

(1)

The Cherokee County Board of Commissioners does hereby establish a policy that “**Public Comment**” is invited and encouraged. However it must be made known that the Cherokee County Board of Commissioners will not participate in a public debate regarding any item of public comment.

(2)

Therefore, it is the policy of Cherokee County that time for public comment will be set aside for each regularly scheduled meeting. **If the item you wish to speak about is on the agenda, it will be at the discretion of the Board as to whether you will be allowed to speak.**

(3)

At both regular meetings, a fifteen (15) minute period, after the approval of the minutes of the previous meeting, will be set aside for public comment. Persons wishing to address the Board of Commissioners shall be required to sign up at a designated area on a sign up sheet provided before the meeting, giving their name and the topic of interest; the number of citizens appearing will be limited to five (5) on a first come first-served basis and will be limited to three (3) minutes per presentation. Their comments must be limited to their chosen topic. Only items pertaining to County business may be brought before the Board. The speaker is required to state their name and location in the County and whether he/she is speaking for himself/herself or for another.

(4)

Any person or persons, organization or group wishing to be put on the agenda and address the Board of Commissioners during a public appearance at which either official action will be considered or requested are required to submit a written request to their Post Commissioner, and the County Clerk, explaining the nature of the request, at least seventy-two (72) hours prior to said meeting.

(5)

Members of the public shall not make inappropriate, offensive, insulting or malicious remarks while addressing the Commissioners during public comment. All remarks shall be made to the Commission as a body and addressed through the Chair. Remarks shall not be made to a particular Commissioner.

(6)

A person may be barred from further speaking before the Commission in that meeting if his/her conduct is deemed out of order; a person, once barred for improper conduct, shall not be permitted to continue or again address the Commission in that meeting unless a majority vote of the Commission allows; in the event a speaker thus barred fails to obey the ruling, the Chair may take such action as is deemed appropriate. The Chairman may bar a person from addressing Commission meetings for up to thirty (30) days for improper conduct

As revised this 6th day of May, 2003.

MISSION STATEMENT



The CHEROKEE COUNTY Board of Commissioners is dedicated to providing a " Superior Quality of Life " for its residents.

OUR GOAL:

To preserve the Beauty, Unique Character, and Desirability of the Community where we live, work, and play.

OUR PROMISE:

Listen to you; Respect your Rights; & Represent you with the highest standards of Ethics and Integrity.

OUR COMMITMENT:

Service Excellence & Continuous Improvement;

Accelerate Infrastructure Improvements;

State-of-the-art Public Safety facilities, training, and personnel;

Fiscal Responsibility & Conservative Planning to maintain lowest tax rates in ARC - Metro Atlanta.



Cherokee County Board of Commissioners

2013 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month, with the exception noted below in January. **Regular meetings are held at 6:00 p.m.** at the Cherokee County Administrative Complex located at 1130 Bluffs Parkway, Canton, GA 30114 in Cherokee Hall. Work Session begins at 3:00 p.m.

January	8th	22nd
February	5th	19 th
March	5th	19th
April	2nd	16th
May	7th	21st
June	4th	18th
July	2nd	16th
August	6th	20th
September	3rd	17th
October	1st	15th
November	5th	19th
December	3rd	17 th

Cherokee County Holidays

Jan 1 – New Year’s Day
Jan 21 – Martin Luther King Day
May 27 – Memorial Day
July 4 – Independence Day
September 2 – Labor Day

November 11 – Veterans Day
November 28 – 29 Thanksgiving
December 24 – 26 – Christmas
Birthday - Floating