REVISED

# Cherokee County Board of Commissioners
# WORK SESSION AGENDA

**March 4, 2014**
**3:00 p.m. | Cherokee Hall**

1. Presentation on the Capital Improvement Element by Bill Ross and Margaret Stallings.

2. Mountain Goats Assault at Garland Mountain by Lisa Randal.

3. Discussion of Regular Agenda Items.

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Executive Session to Follow

Planning and Land Use

March 4, 2014

# CAPITAL IMPROVEMENT ELEMENT ADOPTION

# Contents

- Background
- CIE Highlights
- Part I of Impact Fee Program Improvements
- Adoption
- Next Steps

# Background

## *Three Documents*

### Annual CIE/STWP Update

- Yearly report to state
  - Financials
  - Progress on projects

- Transmitted – Aug. 20, 2013
- Approved – Sept. 27, 2013
- Adopted – Oct. 1, 2013

### CIE Amendment

- Study of projects and calculation of costs
- Amendment to the Comprehensive Plan

- Transmitted - Aug. 20, 2013
- Approved - Oct. 25, 2013

# Background

## *Three Documents (cont.)*

### Methodology Report

- Study of projects & costs
- Calculation of Maximum Impact Fees

- For Information Only
- Basis for setting impact fees

# CIE Highlights

- CIE Includes:
  - Population, housing & employment projections
  - List of capital projects for each facility
  - Current Levels of Service (LOS)
  - Calculation of total capital costs

# Fresh Look at Impact Fees

- Program in place since 2000
- Collected Feedback
  - Amount of Fees *(Transportation Too High)*
  - Process
  - Impact on Economic Development

# Transportation Projects Changes

- Revised project estimates for Bells Ferry Road project - ↓ $10 million
- Removed Bells Ferry Bridge - ↓$1.5 million
  - Creates no additional capacity

# CIE Adoption

- Ready for BOC to Adopt

  *Note: Does not change impact fee schedule*

# Next Steps

- Workshop – April 1
  - Methodology Report & Setting Fees
  - Remaining Impact Fee Program Changes

## Questions:

Bill Ross
Ross & Associates
(404)355-4505
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Margaret Stallings
Cherokee Planning & Land Use
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# Assault on Garland Mountain by Mountain Goat Adventures

- Saturday, March 8, 2014
- Registration – 6:30 AM to 8:00 AM
- 4 mile and 9.6 mile options
- Fun, Social Environment For Runners and Hikers
- Get A One-of-a-Kind Event Shirt
- Post-Race Party for Participants & Volunteers
- Support Cherokee County Saddle Club
- For event details, please visit www.mountaingoatadventures.com/garland/details

# Cherokee County Board of Commissioners
# AGENDA

**March 4, 2014**
**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"***

Flag Presentation and Pledge of Allegiance by Cherokee County Fire Explorers.

## CALL TO ORDER — CHAIRMAN AHRENS

## RATIFY CLOSURE OF EXECUTIVE SESSION

## PROCLAMATIONS

Proclaiming March 4, 2014 as **Cherokee County Fire Explorers Day**.

## AMENDMENTS TO AGENDA

## ANNOUNCEMENTS

**APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM FEBRUARY 18, 2014.**

**PUBLIC HEARING**

**PUBLIC COMMENT**

**ZONING CASES**

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**COMMISSION BUSINESS**

| | |
|---|---|
| **CHAIRMAN** | **L. B. AHRENS** |

A. Consider Appointment to the Ethics Board.

| | |
|---|---|
| **VICE CHAIR/COMMISSION DISTRICT 1** | **HARRY B. JOHNSTON** |
| **COMMISSION DISTRICT 2** | **RAYMOND GUNNIN** |
| **COMMISSION DISTRICT 3** | **BRIAN POOLE** |

**COMMISSION DISTRICT 4** **JASON NELMS**

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## CONSENT AGENDA

1.1 Consider approval of budget amendment allocating insurance recovery monies and purchase replacement patrol unit for the Sheriff's Office.

1.2 Consider approval of 2014 budget amendment to reduce the Parks Bond FY2014 Budget to only appropriate the remaining reserves.

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## COUNTY MANAGER

2.1 Consider adoption of the updated Cherokee County Capital Improvement Element as approved by the Georgia Department of Community Affairs and the Atlanta Regional Commission.

2.2 Consider adoption of resolution designating the County's Open Records Officers.

2.3 Consider approval to execute MOU with Cherokee County, Georgia (Animal Shelter) and the Stanton Foundation to accept grant monies in the amount of $201,300.00 and authorize a budget amendment to allocate the funds.

2.4 Consider approval of an Annual Traffic Striping and Pavement Marking Services Contract with Parker Traffic Markings, Inc., to perform traffic striping countywide as needed. Budget totals $75,000.00.

2.5 Consider approval of Purchase Order in the amount of $80,750.00 to the low bidder, Reynolds-Warren Equipment Company, for the acquisition of a roller machine for Roads and Bridges with budgeted SPLOST V Program monies.

2.6 Consider approval of Purchase Order in the amount of $27,894.00 to the low bidder, Vigil Ford-Lincoln, Inc., for the purchase of a 2015 Ford F-350 for Roads and Bridges with budgeted SPLOST V Program monies.

2.7 Consider approval of submission of continuation application for Stop Violence Against Women Act (VAWA) Criminal Justice System Improvement (CJSI) Grant in the amount of $70,000.00 with a required match of $23,333.00 satisfied with existing personnel. Match will not require any new County Funds.

2.8 Consider approval of 2013 Post-Audit Budget amendment to recognize expenditures that were legitimately incurred in excess of the budget to conduct necessary county operations. Revenues sufficient to cover budget amendment. Total spend <u>under</u> budget $14.7 Million.

2.9 Consider approval of FY 2015 GDOT grant application in the amount of $563,580.00 in operating expenses and $188,828.00 in capital costs associated with the CATS 5311 Rural Public Transportation program. Cherokee County's obligation will be $281,790.00 in operating expenses and $18,883.00 in capital costs.

2.10 Consider resolution to rename a portion of Old Rope Mill Road to Ridgewalk Parkway.

2.11 Consider authorizing approval to purchase one (1) Chevrolet Tahoe with SSP package from low bidder, AutoNation in the amount of $36,188.00. plus add-on package in the amount of $300 for a total requested amount of $36,488.00 for Fire & ES.

2.12 Consider one-time payment of $25,000.00 to Cherokee Office of Economic Development (COED) to enhance marketing efforts.

2.13 Consider awarding Purchase Order to highest ranked proposer, Flint Equipment Company, in the amount of $141,116.00 for the acquisition of an Excavator machine for Roads and Bridges and authorize the trade of a County-owned Excavator. Funding is from budgeted SPLOST V Program monies.

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## COUNTY ATTORNEY

3.1 Annexation Notice from City of Woodstock for 8.13 acres of property located at 294 Rope Mill Road.

## ADJOURN

# Cherokee County
# Proclamation

**WHEREAS,** Cherokee County Fire Explorers Post #469 was founded with the goal to establish skills, knowledge and experience for future careers in fire and emergency profession; and

**WHEREAS,** the program is affiliated with the Boys Scouts of America and is for youth between 14 and 21 years of age; and

**WHEREAS,** the program helps to build self-confidence, leadership, networking, teamwork and to bring "real-world" career experiences to young men and women; and

**WHEREAS,** the members attend weekly meetings at the local fire stations for training and provide help within the department with trained leaders; and

**WHEREAS,** the Explorers assist Cherokee County Fire and Emergency Services in emergency calls and community events: and

**WHEREAS,** sixteen members of the post demonstrated their skills and expertise during the 40th Annual Winterfest Competition in Gatlinburg, Tennessee; and

**WHEREAS,** the Explorers received the second place trophy in the Advanced Emergency Medical Drill; and

**WHEREAS,** the group scored third place in Vehicle Extrication, the Emergency Medical Service Team Challenge and the Table Top Display; and

**WHEREAS,** the local Fire Explorers Post continues to be a shining example of the next generation in our county; and

**WHEREAS,** we the Board of Commissioners recognize the contributions of these young men and women and the achievements that they have received, and in doing so call on our citizens to recognize and congratulate them;

**NOW THEREFORE,** I, on behalf of the Board of Commissioners, hereby proclaim March 4th, 2014 as ***Cherokee County Fire Explorers Day*** in Cherokee County, Georgia.

Signed this ___ Day of _____, 2014

_____

L.B. Ahrens, Chairman

# Cherokee County Board of Commissioners
# WORK SESSION MINUTES

**February 18, 2014**
**3:00 p.m. | Cherokee Hall**

The Chairman began at 3:06 a.m. with all Commissioners present.

1. Pine Bluff Landfill footprint redesign site suitability acceptance presented by Brian Evola, Waste Management.

Mr. Evola explained the purpose of the meeting is to discuss the recent issue of acceptability issued by the Department of Natural Resources (DNR) Environmental Protection Division (EPD) for the expansion of the Waste Management Pine Bluff Landfill. He provided background information regarding an application for the expansion submitted by Waste Management of Metro Atlanta, Inc. on October 18, 2013. In accordance with Section 12-8-32C of the Georgia Comprehensive Solid Waste Management Act, Cherokee County must hold a public hearing to notify affected residents and landowners in the area of the proposed expansion of the landfill. Mr. Evola presented a map to show the suitability coverage area as designated by the EPD. The proposed area has been deemed suitable for waste. Commissioner Johnston commented the biggest concern of the residents was what happens with the height. Mr. Evola stated that the topic was still under discussion and that they are reaching out to community members and are forming a committee to help with the process. Commissioner Johnston stated that according to what was presented seems to make sense for everybody. He added that if they can prevent from going higher, they would have less resistance. The Chairman informed the newest Board members of the height limit of the landfill. Mr. Evola addressed a previous question of distance to waste as 1,700 feet. The proposed expansion shortens the length of the perimeter road as well as cuts down on road noise and dust.

2. Q1 2014 Financial Update by Janelle Funk.

Ms. Funk began with a Status Summary for the first quarter Financial Update for 2014. She stated the cash position for all funds is good as well as the cash position for the General Fund. The General Fund improved from negative cash

in November of 2010 to $7.0M low point in December 2013. She said we still need to correct the cash balance from Unincorporated County Services Fund but it is worked into the budget for this year. Revenues are coming in the way they should be except the sale of the old Admin Building. The positive thing is that this does not need to be used to support General Fund operations, but rather building the Unincorporated County Services Fund cash balance. Expenditures are right on track. The only concern is healthcare claims. Headcount is on target as well.

Ms. Funk went over the Cash Executive Summary. She commented that to look at All Funds is not the best indicator because as capital projects are completed, the cash balance will go down. So it is best to look at All Funds without capital. The General Fund and most other operating funds are improving. The main drivers for the $10.4M increase are the Unincorporated Services Fund, the General Fund and the Fire Fund. Ms. Funk referenced the change in Third Party Administrator for EMS and said we are in a transition period with the new administrator. She said they have a plan in place to get the collections back and are working with Chief West and Chief Prather and have forecast what they believe the collections will come out to be. We will test scanners in ambulances to improve the collection of insurance information. Chief West spoke with Mr. Hayes at Northside Hospital regarding sharing information electronically rather than through paper. LifeQuest will be working the claims more often. The Chairman asked about the getting caught up on collections. Ms. Funk explained that as long as we are achieving the 70% collection rate no matter when it's coming in, it will be falling into the monthly collections. It may take longer to get caught up but eventually we will be moving around the $315,000 mark. The Chairman asked about the current collection rate. Ms. Funk replied that looking at May through December, it is below 50%. Commissioner Johnston asked if LifeQuest could promise 70% because they had other customers like us and achieved that rate. Ms. Funk responded that they do. She added that their claim is they process claims quicker and the customer is more apt to pay the residual amount since they would receive the bill sooner rather than later. Commissioner Johnston asked if they are tracking a collection of bills that originated in that quarter or if it is cash collected in that quarter. Ms. Funk stated they do both, but the $315,000 is what can show up in the future.

Ms. Funk reviewed the Revenue Executive Summary for all recurring external revenues for All Funds. There are small variances throughout. The more significant positive variances are collections from mortgage related taxes, building permits and impact fees. Ms. Funk gave a property tax collection update. She stated that of the property taxes that were billed, we've received

about 95%. Ms. Funk stated that for the Revenue Executive Summary for the General Fund, the County is right on budget.

Ms. Funk briefly reviewed the TAVT and "Birthday Tax" collections. The TAVT results show the Actual is a little better than budget and the "Birthday Tax" is a little less than budget but together we are where we should be. Ms. Funk stated she was a little concerned because the TAVT dropped in December but she doesn't think they are at risk at not meeting the budget.

Ms. Funk went over the Expenditure Executive Summary. Expenses are being managed across All Funds. Some variances exist but are explainable. For General Fund, the only thing higher than it should be is Workers' Comp and that is due to paying administrative fees up front to the third party administrator. Ms. Funk said the only expense she is concerned about is the Insurance & Benefits Fund. Healthcare claims are about 17% over budget for Q1. Gallagher Benefit Services (GBS) informed Ms. Funk that claims tend to trend upward at the end of the calendar year and that large claims usually drive performance. GBS will examine the data in February to review the underlying causes. The variance can be driven by Per Enrollee Per Month (PEPM) which is over budget by 12% and we have more employees enrolled. The Fund is $140K over budget.

Ms. Funk stated that the actual year-to-date headcount is close to the original estimate. She said she expects the Seasonal category to change some during the summer months. She added this is a better measure to track headcount and compare it to other counties.

The Chairman commended everyone for the call during the previous week's storm. He mentioned there will be a debriefing meeting coming soon.

The Chairman stated there is an amendment to the Regular Meeting Agenda to accept the resignation of three of the members of the Resource Recovery Development Authority (RRDA). Those members are Jeff Duncan, Tom Ware, and John Konop. The Chairman explained their reason for resigning and that moving forward they need to discuss that during the Regular Meeting and accept their resignation.

3. Upcoming Department of Audits Sales Ratio Study of 2013 Digest – John Adams and Steve Swindell.

Mr. Adams began by stating when the 2012 Ratio Study was performed, the Audit Department compared the January 1, 2012 values we had established to sales values that occurred several months later. The result was it made it look like our values were lower than they should be. Our State organization did not agree with this method. The School District appealed the study so we had a hearing which some of the Commissioners attended. As a result of the hearing, we were able to get some sales thrown out of the study and then we were in compliance with the Department of Revenue standards. The real estate market here has gone up 15% to 20% since mid-2012 and all through 2013 and if the Audit Department does the look forward again it will make it look like we had a bad digest when we did not. Commissioner Johnston commented that the County was probably under-appraising property. Mr. Adams said that is correct and that the information they have to look at is what has happened coming in to the end of the year; and look at as much as the information at the first of the year because they have to establish the value as of January 1st. It puts us behind from the beginning of the year. The Chairman and Commissioner Johnston asked why they do that. Mr. Adams explained that the reason behind it goes back to SB 346. Part of the bill is the one-year lock-in. If you buy a property today, then next year it cannot be appraised for more than that amount for that year's taxes. The amount is locked in unless physical changes or upgrades are made in some manner. Then those can be added into the purchase price. The method is that if the amount is locked in then the value is going to be perfect. So it is tainted in the eyes of the audit department. They will not use that sale on a ratio study. Commissioner Johnston stated we kept up on the downturn and are struggling to keep up on the upturn using the restraints the State has on us in how we have to appraise. Mr. Adams stated that if you use the criteria we've always used, for example, we use both good sales and distressed sales occurred in 2012, mixed together for the best fit. The rate of distressed sales brings down the overall evaluation of everything. He said the problem they have is the audit department is using a small fraction of the distress sales which makes it look like we are lower than we are. Looking at the entire year once the market turned up, the part they got to see the first quarter was going down but when the audit department looked at the entire year, it was up which put us in a hole. At the hearing, the audit department conceded that in our particular market, they should only look at the first quarter. We were back in compliance after that. We will be in a similar situation for 2013. Their in-house studies show we are above 95% which is a 38% ratio. Mr. Adams stated that the market is getting better. The Chairman asked the total sales for 2012. Mr. Adams said there were about 5,200 sales. He said for

2013 there are almost 3,600 qualified sales versus less than 500 distress sales which show things are improving. Still with the market increasing during 2013 compared to January 2013 assessment date statewide, if the same method is used again, it's going to fall short again. If the ratio falls below 38%, we could face penalties with the Revenue Department.

Mr. Adams stated one of the Representatives called a special meeting with the State Auditor and asked our group along with others to attend. They agreed to do some time adjustments. He urged that we need to keep the pressure on them to get some things fixed through legislation. Mr. Adams asked the Board to use any influence they may have to get them on the same playing field with those in Tax Assessors Offices throughout the State. He said they are just starting to look at 2014 and may see a pretty heavy upswing in certain areas. He added that it looks like most of the County has recovered as evidenced by the fewer foreclosures, bank sales and distress sales. It will be a few months while they do field checks. Commissioner Johnston asked what portion of the tax digest is utilities. Mr. Adams replied that the Utility Digest is given to them by the State Revenue Department. He said until they get the group of sales used in the study, they won't know exactly how bad it could be. Based on information that they have been asked for, he feels they are trying to get it as close to the true value as possible. The Chairman asked what kind of penalties would be assessed if we are at 36%. Mr. Adams replied that we would have to make up the difference between 36% and 40% to the State. He added there are other components they look at as well. The Chairman confirmed with Mr. Adams that we are not the only county dealing with this issue. The Chairman asked if it is likely anything will change. Mr. Swindell stated one of the problems we're having is one of the assessors wanted to see in HB 295 was an idea of imposing a moratorium on the State keeping them from assessing those penalties until the market settles down. A State Representative from another county who sits on the Ad Valorem subcommittee, wants that stricken. He doesn't like the idea of the State losing oversight ability on the Assessors' Offices. After they met with him, he still removed the language from the bill so the counties are still on the hook. They received promises from the auditor that he was going to narrow the time frame and look at no more than six months then he was going to time adjust the sales. Mr. Swindell said the auditor suggested that the Department of Revenue needs to relax its standards on the uniformity issue. He added the State Representative reference earlier agreed and said he would speak to the head of the Department of Revenue. Mr. Swindell expressed concern that there is no legislation to enforce the change. He said the chief appraisers are getting nervous about this idea because it's going to put them in a bad spot if the auditors are not as proactive as we are, a lot of the appraisers are going to be on the hook. Mr. Swindell also encouraged

the Commissioners to use their influence to impress upon the Representatives to force the Department of Revenue to loosen the standards the way they need to. The Chairman asked if there is a draft resolution. Mr. Swindell said one of the problems they are having with the ACCG is they dropped that particular issue from their platform. Commissioner Nelms asked who would have lobbying power. Mr. Swindell said the Legislature has the power of the purse strings. He added that we should no longer be held to a standard that was established during a very tranquil market. Discussion ensued regarding methodology of calculating ratios. Mr. Swindell indicated that with both agencies giving conflicting data, we're stuck in the middle. He added that if Legislation would get rid of the one-year lock-in provision, the problem goes away. The Chairman asked what they wanted them to do. Mr. Swindell asked them to contact the subcommittee members and express displeasure with the provision. The Chairman asked for discussion points. Mr. Swindell referenced the bank sale issue and the Department of Revenue relaxing their standards. Commissioner Nelms asked if they would get him the list of those members on the Ad Valorem subcommittee. Mr. Swindell said yes.

4. Discussion on Historical Preservation Ordinance.

The Chairman asked the Commissioners if they wanted to wait and discuss the Historical Preservation Ordinance at the Regular Meeting. Commissioner Johnston stated that he feels that the County is building up this ordinance around a situation it cannot solve. Mr. Watkins said it would help for future situations. He said the public wants to know information on historical structures in the County. Mr. Watkins said he thought of some alternatives to the ordinance. He stated we have codes and ordinances in place for buildings that can be slimmed down that gets something like the establishment of historical landmarks. Mr. Watkins commented that Certificate of Appropriateness seems to rub people the wrong way by telling people what they can do with their property. He feels the Public Hearing process is tough to do. He suggested taking some aspects of the model code and adding them to our current code of ordinances, some sort of notice procedure, a time out, and identifying historical landmarks. The Chairman commented that he liked that thought process. Commissioner Johnston stated this would create some public notice of demolitions, some period of time, and some process; but after that process, the owner could do what they wanted. Mr. Watkins said his idea of public notices of demolitions would be similar to the notices they post at properties for zoning. He said he would try and get a draft version to the Commissioners this week if possible.

5. Discussion of Regular Agenda Items.

**ZONING CASES**

1. Consider setting a public hearing at the request of adjacent property owner, David Vice, to hear appeal of Zoning Board of Appeals decision on January 9, 2014 regarding case 14-01-001V, Dr. Peter Congiundi.

   Ms. Taylor-Lee said it would be March 18th before she could get the Public Hearing advertised should the Board approve it. She said her concern is there is no technical defect. It was legally advertised and the applicant was at the hearing and was heard. The Zoning Board of Appeals (ZBA) followed protocol and procedure, heard the case, and made a ruling. She does not feel there are grounds for the applicant to ask for an appeal for granting the variance. The applicant petitioned Ms. Lee to ask the Commissioners to review the ruling of the ZBA. She stated he also submitted some possible re-designs if they would be interested in viewing those along with the ruling. Commissioner Johnston asked for some kind of perspective of what variance the applicant is seeking. Ms. Taylor-Lee stated it is 18 parcels and Dr. Conigiundi has four acres and Mr. Vice has close to 25 acres but in several pieces. Dr. Conigiundi's plan, based on the topography, was to line up his house with attached garage and workshop. He asked for a 35-foot variance in the 50-foot setback on one side. The ZBA granted a 30-foot variance into the 50-foot setback. There is no building on Mr. Vice's property at this time. The properties rise and fall front to back as well as southwest to northeast making Mr. Vice's property between 35 and 40 feet higher than Dr. Conigiundi's house. Mr. Vice's reasons were that he didn't receive notice although he was at the hearing; he thought the doctor could turn his house a different way and wouldn't need quite the variance; and it would cause a de-valuing of his property. Commissioner Johnston stated there is no precedent for taking out a second-guessing of the judgment of the ZBA. Ms. Taylor-Lee stated that in the past if a case was turned down, they appealed to the Commissioners could hear the case. She reiterated her concerns previously stated.

2. Consider Case Number 14-02-001 below:

   APPLICANT : Matthew Francoletti
   ZONING CHANGE : R-20 and AG to GC

| | |
|---|---|
| LOCATION | : 8566, 8572, and 8600 Cumming Highway |
| MAP & PARCEL NUMBER | : 03N10, Parcels 192, 193, & 194 |
| ACRES | : 3.0 |
| PROPOSED DEVELOPMENT | : Commercial/Retail |
| COMMISSION DISTRICT | : 1 |
| FUTURE DEVELOPMENT MAP | : Transitional Corridor over Suburban Growth |
| PLANNING COMMISSION RECOMMENDATION | : Approval of NC |

Ms. Taylor-Lee indicated the applicant contacted her and said he couldn't use NC for his business which is a flooring company. She said she advised him to contact the Commissioners and explain his situation and that he would require GC for his business. She commented that her concern was not for this GC zoning but for others they might get for this area. Commissioner Johnston asked how offensive it would be if they approved NC with the additional allowed use of retail floor covering business. Mr. Watkins said he believes it would go the other way. Ms. Taylor-Lee stated they could approve NC use with the one GC use.

**CHAIRMAN** **L. B. AHRENS**

A. Consideration of agreement for the Ball Ground Recycling site, pending receipt of recommendation from RRDA Board at their Monday, February 17, 2014 meeting.

The Chairman stated the three RRDA members were present and recommended that the Board of Commissioners adopt a letter of interest and a rental agreement which would allow the lessee to occupy the property sooner during which a lease/purchase agreement would be developed. Commissioner Johnston stated it was a difficult call. He said he felt from the beginning this deal wasn't enough although he is reluctant to pass up the best current offer they have. He believes the property is worth at least $100K per acre like other industrial properties in the County. He said if they couldn't get significantly more to represent the value of the equipment, then he is inclined to hold onto it to use as an Economic Development site for a prime industrial prospect in the future. Commissioner Johnston suggested that if they wait five years and market the property for at least $1M more than the current offer, then they are still better off. The Chairman asked if the balance principal is due immediately. Commissioner Johnston said they would have to lease versus sale since the property is pledged as collateral for the bonds.

He said he believes the only other option would be to lease until the County is in a position to pay off the full balance. Commissioner Nelms stated he didn't think this was a great deal, but that there isn't going to be a great deal. He believes this will move the County in the right direction. He mentioned the value of the equipment will depreciate more the longer it sits without operating. The Chairman stated he sees complimentary activities possible. He believes we have a certain obligation to do something. He added they will accept the resignation of the three members and consider how they fill the gap short-term. The Chairman stated that should the offer be approved, they will need to appoint Board members back. This would require a called meeting for Wednesday, February 19, 2014.

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

1.1 Consider acceptance of GAEMS (Georgia Association of Emergency Medical Services) Trauma Equipment Grant and budget amendment in the amount of $21,491.82. This is a no match grant to reimburse the EMS department's recent purchase of trauma equipment in the amount of $28,130.00.

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

2.1 Authorize purchase order to low bidder, Wade Ford, in the amount of $23,991.00 for the purchase of a 2015 Ford F-350 for Roads and Bridges Department.

2.2 Authorize purchase order to low bidder, King Ford, in the amount of $18,953.00 for the purchase of a 2014 Ford F-250 Chassis for Roads and Bridges Department.

2.3 Consider approval to purchase twelve (12) new vehicles for the Cherokee Sheriff's Office from Cherokee Dodge in the total amount of $276,276.00.

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Mr. Hamilton went over the one item under the **County Attorney** portion:

3.1 Tax Levy resolution for Cherokee County School District.

Cherokee County School Board Attorney, Mr. Darrell Caudill, began by stating the School Board is in the process of issuing general obligation bonds for the Commissioners' consideration. He said for this particular bond, they have about $46M in new money; and the school district will be refinancing approximately $25M that will result in a savings of about $1.5M to $1.6M. He added this is from SPLOST of 2011. Commissioner Johnston confirmed that this was for school construction projects. Mr. Caudill stated it was for completing the Teasley Middle School project already underway and it is also earmarked for the Dean Rusk Middle School. He added technology and some other things are also included. Commissioner Johnston commented that it seems to be a catch-22 because the School Board is obligated to come to the BOC for approval for a property tax back-up mechanism and yet the Board doesn't really have the option to deny it. He said he understands it to be a back-up in the event SPLOST revenues are not sufficient to pay the debt. Mr. Caudill replied that is how he believes it to be. He said this is just to bring everything to full light for the taxpayers and representatives of the County. The Chairman stated the document does not mention any kind of cap or direction on taxing. He asked if it is open-ended. School District CFO, Mr. Candler Howell, stated whatever the digest would take, about 3 mils. Commissioner Johnston commented that they have to face the reality that if voters choose not to renew these three more SPLOSTs, then the automatic property tax increase would kick in to protect the bond dollars and be sure they get paid.

## Adjourn

Hearing no further business, Commissioner Johnston made a motion to adjourn to Executive Session at 4:56 p.m. to discuss personnel, land acquisition or disposal, and/or threatened or pending litigation; Commissioner Nelms seconded and the motion was unanimously approved.

# Cherokee County Board of Commissioners
# MINUTES

**February 18, 2014**
**Regular Meeting**
**CHEROKEE HALL 6:00 PM**

## INVOCATION

Commissioner Johnston 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"***

Jerry Cooper led the Pledge of Allegiance.

## CALL TO ORDER — CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:10 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Chris Hamilton; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

## RATIFY CLOSURE OF EXECUTIVE SESSION

The Chairman called for a motion to ratify the closure of Executive Session at 6:00 p.m.

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

## PRESENTATIONS/PROCLAMATIONS

## AMENDMENTS TO AGENDA

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

## ANNOUNCEMENTS

## APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM FEBRUARY 4, 2014.

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

## PUBLIC HEARING

None scheduled.

## PUBLIC COMMENT

No one signed up to speak.

## ZONING CASES

1. Consider setting a public hearing at the request of adjacent property owner, David Vice, to hear appeal of Zoning Board of Appeals decision on January 9, 2014 regarding case 14-01-001V, Dr. Peter Congiundi.

Ms. Taylor Lee gave an overview of the variance hearing where the ZBA heard a case for a set-back variance. She said that an adjacent property owner was requesting the Board of Commissioners to re-hear the case. Commissioner Johnston commented that they had never had a case where the adjacent property owner had appealed. He said it didn't make him

comfortable to second guess the Zoning Board of Appeals because they know far more about it than we do. He asked the County Attorney his thoughts on the issue. Mr. Chris Hamilton replied that with the case of an aggrieved neighbor, the Planning and Development Department has to accept that appeal but the Board has the discretion to hear the appeal or deny it. If you do want to hear the appeal it will have to be advertised.

Commissioner Johnston said he really didn't want to hear the appeal. He said it not something he would want to make a habit of it and he doesn't even like to hear applicants appeals let alone an appeal from an adjacent property owner. He added that if we open this door, he believes that every case from the ZBA might be appealed. Chairman Ahrens commented that it was the way it was set up, otherwise it could be absolute.

Commissioner Johnston made a motion to deny hearing the appeal; Commissioner Nelms seconded; Commissioner Nelms added a comment, referencing an email from January 14 where the adjacent property owner had concerns over not receiving the site plan. Commissioner Nelms asked if he had since received the site plan and Ms. Taylor Lee replied that he had.

The resulting vote was approval 4-0 to deny the hearing with Chairman Ahrens voting nay.

The Chairman commented that the reason for his vote was that he feels it doesn't happen very often, in fact there's been only a couple of cases that he can recall specifically, and it seems it's a fairness we can extend.

2. Consider Case Number 14-02-001 below:

| | |
|---|---|
| APPLICANT | : Matthew Francoletti |
| ZONING CHANGE | : R-20 and AG to GC |
| LOCATION | : 8566, 8572, and 8600 Cumming Highway |
| MAP & PARCEL NUMBER | : 03N10, Parcels 192, 193, & 194 |
| ACRES | : 3.0 |
| PROPOSED DEVELOPMENT | : Commercial/Retail |
| COMMISSION DISTRICT | : 1 |
| FUTURE DEVELOPMENT MAP | : Transitional Corridor over Suburban Growth |
| PLANNING COMMISSION RECOMMENDATION | : Approval of NC |

Ms. Taylor Lee gave an overview of the case. Commissioner Johnston stated that this was a Post 1 situation. He said that he understood from Work Session discussion that the applicant was initially satisfied with NC but that it was determined that his specific business, which is a retail carpet and

flooring business was not allowed. For that business he would have to have GC. Commissioner Johnston stated that the business seemed appropriate for the area, but he did not want to approve GC and open the door to future requests for GC. He said a reasonable solution would be to keep the zoning NC with a condition to allow for the retail business.

Commissioner Johnston made a motion to approve NC with a conditional added use to allow a retail carpet and floor covering business; Commissioner Poole seconded and there was unanimous approval.

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## COMMISSION BUSINESS

**CHAIRMAN** **L. B. AHRENS**

A. Consideration of agreement for the Ball Ground recycling site, pending receipt of recommendation from RRDA board at their Monday, February 17, 2014 meeting.

The Chairman began by stating that the time the agenda was written, the item was pending an RRDA meeting which was held yesterday. In that meeting, the three members who were present did vote unanimously to recommend to the BOC that the Letter of Interest be executed and the Rental Agreement be executed. The rental agreement basically gives ability to get on site and get the equipment moving while the actual lease agreement is negotiated which could be about three months. He added that the terms of the letter are just terms and not legally binding until the lease-purchase agreement is finalized.

Commissioner Nelms commented that this is not a great deal by any means but that he didn't think we would get a deal to make the County whole. He said that facing what we've lost and what we could lose potentially, this would allow the county to move forward and that it's beneficial to get the equipment moving. With that he moved to accept the former RRDA recommendation from last night; Commissioner Poole seconded.

Commissioner Johnston commented that he would not be able to support the motion, that the offer is just too low. He said he realizes we won't get the full loan value of $18M but that he expects we could get more than $4.2 million which is barely above the land value for a developed heavy industrial site. He said that the $20K per month towards the $100K still leaves the

county and the tax payers with 80% and the $20K wouldn't even start until March next year. He added that it was reasonable to believe, although there is no certainty, that we can get at least a million more than this offer within the next five years, and if so, then we would be better off to wait. Chairman Ahrens stated that implied in this LOI is there can be other recycling-related activities on those 36 acres site such as use of sludge water and sewerage to make certain types fertilizer and there are other evolving uses for disposition of collected food from Kroger and Publix that is used in the mix. He said somebody has to start first, and though he doesn't know what the value of that would be, it does give a broader use of that site for a related part of that industry. He added that there is the ability to refinance the tax exempt portion of the bond, but that cannot be considered until 2017 where it could possibly be reduced a point or two less and would reduce the monthly payment.

He then recalled the motion by Commissioner Nelms and second by Commissioner Poole and called for a vote. The vote was approval 4-0 with Commissioner Johnston voting nay.

Chairman Ahrens stated that the agenda was amended at the beginning of the meeting to accept the resignations of the RRDA Board Members who are in attendance today: The Chairman, Jeff Duncan, Tom Ware and John Konop. He said that the BOC was very much appreciative of what they've done to move the County forward and for the action they did take at last night's meeting prior to submitting resignations. At that, he proposed to accept the resignations of the three gentlemen whose names he called earlier.

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

The Chairman commented that as a corollary to that, the Board just approved to go forward with the documents that have to be executed by the RRDA, which has one member currently, Mr. Robert Morrison. He said that as a short term measure to at least move this forward, he would propose to consider to appoint Commissioner Johnston, Commissioner Nelms, Commissioner Gunnin and himself to the RRDA Board to have a full five-member board for purposes at least of moving forward with these documents. Chairman Ahrens made a motion for the appointments; Commissioner Nelms seconded. Commissioner Johnston commented that he would have preferred to have heard the rationale from the resigning members in person rather than risking misstating. He said that his understanding was that they hadn't signed on to sign on the dotted line. That they wanted to recommend this deal but not be a party to it and be in

the hot seat. He said they had expressed that the BOC should reappoint themselves because that is how it was originally set up to begin with. Commissioner Johnston added that although the RRDA Board, just like the County Commissioners, were indemnified by the County, that he understands their concerns and that there is no reason to burden anyone else with this. He asked the former members in the audience if his understanding had been correct. From the audience, the former RRDA members confirmed agreement to Commissioner Johnston's statements.

Commissioner Gunnin expressed his thanks to the former RRDA Board. He said at a certain point he would want to go back and follow the recommendation of the Grand Jury which is to have a citizen committee. He said that we need to move back to two separate Boards but that he understands that the volunteers not wanting to be in the hot seat.

Commissioner Nelms thanked the former Board for their services and their recommendation, agreeing with Commissioners Gunnin and Johnston that that's what the elected officials were for, to serve the citizens and take the responsibility. The Chairman recalled the motion and second and the resulting vote was unanimous approval.

Chairman Ahrens stated that now that the BOC had nominated the reappointments, they needed to call a special meeting of the RRDA. He added that they can't do it tonight because they hadn't given 24-hour's notice. He suggested the Special Called RRDA meeting be held on Friday, February 21, 2014. Discussion ensued regarding a time and the decision was to meet at 8:00 a.m. in Cherokee Hall. Commissioner Johnston noted that Commissioner Poole has chosen not to be a member of the RRDA Board.

Chairman Ahrens made a motion to call the meeting for February 21, 2014 at 8:00 a.m.; Commissioner Nelms seconded and there was unanimous approval.

**VICE CHAIR/COMMISSION DISTRICT 1** **HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2** **RAYMOND GUNNIN**

**COMMISSION DISTRICT 3** **BRIAN POOLE**

**COMMISSION DISTRICT 4** **JASON NELMS**

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## CONSENT AGENDA

1.1 Consider acceptance of GAEMS (Georgia Association of Emergency Medical Services) Trauma Equipment Grant and budget amendment in the amount of $21,491.82. This is a no match grant to reimburse the EMS department's recent purchase of trauma equipment in the amount of $28,130.00.

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

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## COUNTY MANAGER

2.1 Authorize purchase order to low bidder, Wade Ford, in the amount of $23,991.00 for the purchase of a 2015 Ford F-350 Truck for Roads and Bridges Department.

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

2.2 Authorize purchase order to low bidder, King Ford, in the amount of $18,953.00 for the purchase of a 2014 Ford F-250 Chassis for Roads and Bridges Department.

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

2.3 Consider approval to purchase twelve (12) new vehicles for the Cherokee Sheriff's Office from Cherokee Dodge in the total amount of $276,276.00.

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

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## COUNTY ATTORNEY

3.1 Tax Levy resolution for Cherokee County School District.

Mr. Chris Hamilton stated that earlier Mr. Darrell Caudill, attorney for the School Board, had discussed this item during Work Session but would not be back this evening. He gave a brief overview, stating that this is a statutory resolution where the School Board has approved certain bonds to make improvements to schools and some refinancing. He said he would recommend that the Board go ahead and approve this request for a levy.

Commissioner Johnston added by way of comment that it's a perfunctory requirement for the School Board to come to the Board to ask approval yet we are obligated to grant it. He added that just to be sure we are all clear on what it is, this is a bond that this expected to be paid back by Education SPLOST Funds, but in the event the Education SPLOST Funds are inadequate to pay the debt then this provision requires property taxes to be assessed at an amount necessary to meet the debt service obligation under the bonds. He said it's a lot to approve but we don't have any choice legally but to approve it. He added that he's not saying the Board should deny it because the School Board is managing their finances in a responsible way.

The Chairman commented that another reference to that kind of disposition is that the Board of Commissioners actually approves their millage rate and doesn't have a choice not to, so it's kind of the same category of compliance. He recalled to the Board that before them was the resolution and debt service attached and said he would entertain a motion to move this forward.

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

## ADJOURN

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

# Cherokee County Board of Commissioners
# MINUTES

## Special Called Meeting: February 17, 2014
## 6:00 p.m. | BOC Conference Room

The Chairman began at 6:01 p.m. with Commissioner Johnston and Commissioner Nelms present. Commissioner Poole was absent due to being out of town and Commissioner Gunnin was absent due to an injury. Also present were County Manager Jerry Cooper, County Clerk Christy Black, and members of the media and public.

1. Consider extension of Historical Preservation Moratorium.

The Chairman began by noting that the current moratorium expires at midnight tonight. Commissioner Johnston stated that a demolition permit was issued in error regarding the Bells Store which was the catalyst for the moratorium. He said that the applicant would probably apply for a new permit upon expiration of the moratorium. He said that it's hard to say if the Historic Preservation Ordinance would pass and that there's no pressing need except for this one piece of property. He added that he hates to see the demolition of the structure before the Historical Society has had time to come up with options. He added that Stephanie Joiner with the Historical Society is working on this and that there was talk of a relocation of the structure by the adjoining property owner. He said based on that he would move to approve an extension to the moratorium for an additional 90 days.

Commissioner Johnston made a motion to approve the resolution to extend the Historical Preservation Moratorium; Commissioner Nelms seconded and there was unanimous approval 3-0.

## Adjourn

Having no further business on the agenda, Chairman Ahrens made a motion to adjourn at 6:09 p.m.; Commissioner Nelms seconded and there was unanimous approval.

# Cherokee County, Georgia
## Agenda Request

SUBJECT: Allocate Insurance Recovery Monies MEETING DATE: 3/4/2014

SUBMITTED BY: Stacey Williams, Sheriff Office Admin Services Director

COMMISSION ACTION REQUESTED:

Authorize budget amendment allocating insurance recovery monies and purchase replacement patrol unit.

FACTS AND ISSUES:

On January 14, 2014 a 2013 Dodge Charger outfitted as a patrol unit was involved in an accident. The at-fault driver did not have insurance therefore the claim was filed under the County's insurance as a "non-insured" claim. Insurance has tendered a settlement amount of $35,842 for a total payout amount of $33,342 (settlement less $2,500 deductible).

The Sheriff Office requests permission to allocate the insurance monies to the SO Law Enforcement capital budget in order to purchase a replacement vehicle. The replacement vehicle cost is $23,023 from Cherokee Dodge (low bidder: Akin Dodge $23,491.37 {state contract price}, Don Johnson Dodge $23,136). The SO also requests permission to outfit the vehicle for patrol with the ancillary equipment (radio, cage, camera, etc.) and striping (Chandler Graphics).

BUDGET:

| | | |
|---|---|---|
| Budgeted Amount: | $0 | Account Name: LE Admin Capital - Vehicles |
| Amount Encumbered: | $0 | Account #: 13310110-542200 |
| Amount Spent to Date: | $0 | |
| Amount Requested: | $33,342 | |
| Remaining Budget: | $0 | |

Budget Adjustment Necessary: Yes ■ No □ If yes, please attach budget amendment form.
Contract or Amendment: Yes* □ No ■ *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes □ No ■

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Authorize budget amendment allocating insurance recovery monies and purchase replacement patrol unit.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

**Instructions:**

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

**REVENUES:**

| Department Org Code | Object | Account Name | Amount |
|---|---|---|---|
| 10090 | 383000 | Insurance Recovery | 33,342.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | 33,342.00 |

**EXPENDITURES:**

| Department Org Code | Object | Account Name | Amount |
|---|---|---|---|
| 13310110 | 542200 | LE Admin - Capital | 33,342.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | 33,342.00 |

**PURPOSE OF TRANSFER/ AMENDMENT**

Insurance settlement for totaled 2013 Charger outfitted for patrol from accident on 1/14/2014

Allocating insurance recovery monies to LE Admin for purchase of replacement patrol unit.

**Department Head Approval:** L Wre

**County Manager Approval:**

**Date Approved by BOC (please attach a copy of Minutes)** 3/4/2014

# Cherokee County, Georgia
## Agenda Request

SUBJECT: FY2014 Budget Amendment – Parks Bond MEETING DATE: 3/4/2014

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Approve 2014 Budget amendment to reduce the Parks Bond FY2014 Budget to only appropriate the remaining reserves.

FACTS AND ISSUES:

The Parks Bond Fund FY2014 Budget was planned based on an estimate of end of year reserves for FY2013. 2013 spending on some projects occurred more quickly than planned which reduced the amount of reserves available to spend in FY2014. Because it is state law to plan balanced budgets, we must amend the budget for this difference, otherwise the budget for Parks Bond Fund will not be balanced.

BUDGET:

| | |
|---|---|
| Budgeted Amount: | $7,355,455 |
| Account Name: | Site Improvements |
| Account #: | 541200 |
| Amount Spent to Date: | $1,812,001.82 |
| Amount Requested: | ($1,292,113) – no new spending is being requested. This is only to amend the budget to reflect available reserves. |

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:

Janelle Funk

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

**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 |
|---|---|---|---|
| 31090 | 389000 | Parks Bond - Use of Reserves | (1,292,113.00) |
| | | | |
| | | | |
| | | Revenue Total | (1,292,113.00) |

**EXPENDITURES:**

| Department Org Code | Object | Account Name | Amount |
|---|---|---|---|
| 36180000 | 541200 | Site Improvements | (1,292,113.00) |
| | | | |
| | | Grand Total - expense | (1,292,113.00) |

**PURPOSE OF TRANSFER/ AMENDMENT**

The FY2014 Budget was planned with higher BOY reserves. Now that the FY2013 Audit is complete and we know the true avaialble reserves, we musy adjust the FY2014 Budget to reflect only the available reserves.

**Department Head Approval:** Janelle Dunk

**County Manager Approval:** _____

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

| | |
|---|---|
| FY2014 Budget | 10,892,113 |
| BOY Reserves | 9,600,000 |
| Adjustment Required | 1,292,113 |

# Cherokee County, Georgia
# Agenda Request

SUBJECT: Capital Improvement Element 2013 Amendment MEETING DATE: March 4, 2014

SUBMITTED BY: Margaret Stallings

COMMISSION ACTION REQUESTED:

Consider adoption of the updated Cherokee County Capital Improvement Element as approved by the Georgia Department of Community Affairs and the Atlanta Regional Commission.

FACTS AND ISSUES:

The updated Cherokee County Capital Improvement Element (CIE) was prepared by Ross & Associates in August of 2013. The Board of Commissioners voted to transmit the CIE for state and regional review on August 20, 2013. The document has been reviewed and approved by the Georgia Department of Community Affairs and the Atlanta Regional Commission for compliance with the Development Impact Fee Act. The approval letters are attached.

The CIE must be adopted as an amendment to the Comprehensive Plan. All public hearing requirements were met with the public hearing held at the August 20, 2013 Board of Commissioners meeting.

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:

Adopt the CIE with the attached resolution.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

ARC
ATLANTA REGIONAL COMMISSION

40 Courtland Street, NE
Atlanta, Georgia 30303
atlantaregional.com

October 25, 2013

The Honorable L.B. "Buzz" Ahrens, Jr.
Chairman, Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

RE: 2013 Capital Improvements Element (CIE) Amendment

Dear Chairman Ahrens,

We have completed the regional review of the 2013 Capital Improvements Element (CIE) Amendment for Cherokee County and are pleased to inform you that the Georgia Department of Community Affairs (DCA) has determined that the Amendment is in compliance with the Development Impact Fee Act.

The Amendment may be adopted at any time. Once adopted, please send us digital copies of the adoption resolution and the final adopted document so that we may forward those materials to DCA for their records.

I commend you and Cherokee County for your commitment to the comprehensive planning process. Please contact me at (404) 463-3302 or jlombard@atlantaregional.com if you have any questions or if we can provide further assistance.

Sincerely,

Jared Lombard
Principal Planner, Community Development Division, Atlanta Regional Commission

Enclosure

Cc: Jeff Watkins, Director of Planning and Zoning, Cherokee County
Margaret Stallings, Principal Planner, Cherokee County

*RESOLUTION NO. 2014-R-_____*

# Adoption Resolution

## *Cherokee County, Georgia*

WHEREAS, Cherokee County has adopted a Capital Improvements Element as an amendment to the Cherokee County Comprehensive Plan; and

WHEREAS, a Capital Improvements Element 2013 Amendment has been prepared in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on August 20, 2013, at 6:00 P.M. at the Cherokee County Administration Building;

BE IT THEREFORE RESOLVED that the Board of Commissioners of Cherokee County, Georgia, does hereby adopt the Capital Improvements Element 2013 Amendment to the Cherokee County Comprehensive Plan, as per the Development Impact Fee Compliance Requirements.

Adopted this 4th day of March, 2014.

BY: _____

ATTEST: _____

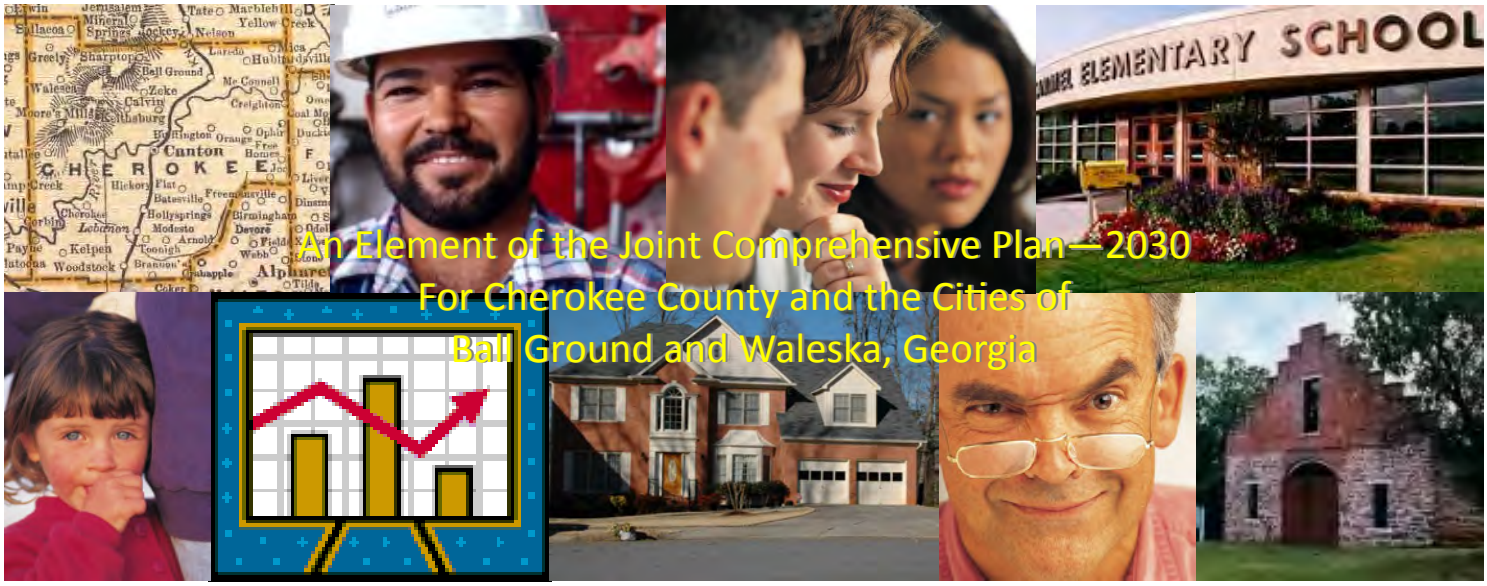
PLAN CHEROKEE

DIALOGUE · DIRECTIONS DECISIONS · DESTINY

# Capital Improvements Element

## Cherokee County Impact Fee Program

DRAFT Amendment August 20, 2013




*Prepared by: ROSS+associates urban planning & plan implementation Atlanta/Madison, Georgia*

# Capital Improvements Element

## Cherokee County Impact Fee Program

**Including the following public facility categories:**

**Library**
**Fire Protection and EMS**
**Public Safety Facility**
*Adult Detention Center*
*E-911*
*Emergency Operations Center*
**Sheriff's Patrol**
**Parks and Recreation**
**Road Improvements**

**DRAFT Amendment – August 20, 2013**

ROSS+associates

urban planning & plan implementation

# Table of Contents

# Introduction

This document represents an update to Cherokee County's Capital Improvements Element, which will be adopted as an amendment to its Comprehensive Plan. The County's Capital Improvements Element was originally adopted in 2000 and was subsequently updated and amended in 2007.

## Purpose

The purpose of a Capital Improvements Element (CIE) is to establish where and when certain new capital improvements will be provided within a jurisdiction and how they may be financed through an impact fee program. As required by the Georgia Development Impact Fee Law, and defined by the Department of Community Affairs in its *Development Impact Fee Compliance Requirements*, the CIE must include the following for each category of capital facility for which an impact fee will be charged:

- The designation of **service areas** - the geographic area in which a defined set of public facilities provide service to development within the area;
- A **projection of needs** for the planning period of the adopted Comprehensive Plan (2030);
- The designation of **levels of service** (LOS) - the service level that will be provided to existing and new development alike;
- A **schedule of improvements** listing impact fee related projects and costs for the first five years after plan adoption; and
- A description of **funding sources** proposed for each project during the first five years of scheduled system improvements.

This CIE goes beyond the minimum requirements by providing information on needed capital improvements beyond the coming 5 years to the end of the Comprehensive Planning period in 2030. System improvements expected to commence or be completed over the coming five years are shown in the County's Short-Term Work Program (STWP), which is updated and submitted on an annual basis. Each year, the STWP lists new and previously planned capital projects for the upcoming five-year period, beginning with the current year.

## Categories for Assessment of Impact Fees

To assist in paying for the high costs of expanding public facilities and services to meet the needs of projected growth and to ensure that new development pays a reasonable share of the costs of public facilities, Cherokee County has developed this CIE for the following public facility categories authorized by the Georgia Development Impact Fee Law:

- Libraries;
- Parks and recreation;
- Public safety, including fire protection and emergency medical services, detention, E-911, emergency operations, and law enforcement; and,
- Roads.

## Components of the Impact Fee System

The Cherokee County Impact Fee System consists of several components:

- The currently adopted Comprehensive Plan, including future land use assumptions and projected future demands;
- Service area forecasts, including population, housing unit and employment forecasts to 2030;
- Service area definition and designation;
- Appropriate level of service standards for each impact fee eligible public facility category;
- A methodology report, which updates the forecasts for the county and its cities and establishes the impact cost of new growth and development (and thus the maximum impact fees that can be assessed);
- This Capital Improvements Element to implement the County's proposed improvements; and
- A Development Impact Fee Ordinance, including an impact fee schedule by land use category.

# Forecasts

In order to accurately calculate the future demand for expanded services for Cherokee County, new growth and development must be quantified in future projections. These projections include forecasts for population, dwelling units and employment to the year 2030. These projections provide the base-line conditions from which the Level of Service calculations are produced. Also, projections are combined to produce what is known as 'day/night population.' This is a method that combines resident population and employees in the county to produce an accurate picture of the total number of persons that rely on certain services, such as law enforcement. The projections used for each public facility category are specified in each public facility chapter. These forecasts are based on the County's most recently adopted *Comprehensive Plan Update*, the previously amended CIE (2007) and more recently available data.

Accurate projections of population, housing units, and employment are important in that:

- Population data and forecasts are used to establish current and future demand for services standards where the Level of Service (LOS) is per capita based.
- Housing unit data and forecasts relate to certain service demands that are based on households, such as libraries or parks, and are used to calculate impact costs in that the cost is assessed when a building permit for a residence is issued.
- Employment data is combined with population data to produce 'day/night population' figures. These figures represent the total number of persons receiving services, both in their homes and in their businesses, particularly from 24-hour operations such as fire protection and law enforcement.

In **Table 1** the population, housing unit and employment forecasts are combined by type of service area in four ways: countywide housing units (which are served by libraries and parks), countywide day/night population (Jail, 911 and EMS), unincorporated day/night population (served by the Sheriff's Patrol), and a single service area covering all of the county except Canton and Woodstock (the area of primary responsibility for County fire protection). These figures are used in subsequent public facility category chapters to calculate Levels of Service and the service demands of new growth.

## Table 1: Service Area Forecasts

| Year | Countywide Housing Units (Library, Parks) | Countywide Day/Night Population (Jail, 911, EOC, EMS) | Unincorporated Area Day/Night Population (Sheriff's Patrol) | Countywide Day/Night population EXCEPT Canton & Woodstock (Fire Protection) |
|---|---|---|---|---|
| 2000 | 52,623 | 193,476 | 144,593 | 152,688 |
| 2001 | 55,600 | 203,447 | 149,736 | 158,699 |
| 2002 | 58,635 | 214,180 | 155,720 | 165,503 |
| 2003 | 61,480 | 224,029 | 160,859 | 171,482 |
| 2004 | 64,583 | 235,360 | 167,385 | 178,855 |
| 2005 | 68,280 | 248,953 | 175,900 | 188,239 |
| 2006 | 72,800 | 265,581 | 186,843 | 200,201 |
| 2007 | 76,679 | 277,987 | 193,957 | 208,250 |
| 2008 | 79,236 | 283,854 | 195,441 | 210,477 |
| 2009 | 81,143 | 285,657 | 193,344 | 209,038 |
| 2010 | 82,705 | 287,978 | 192,456 | 208,666 |
| 2011 | 83,798 | 292,313 | 195,090 | 211,668 |
| 2012 | 84,885 | 295,749 | 195,128 | 212,372 |
| 2013 | 88,725 | 309,053 | 203,513 | 221,619 |
| 2014 | 92,628 | 322,616 | 211,942 | 230,949 |
| 2015 | 96,586 | 336,423 | 220,393 | 240,341 |
| 2016 | 100,594 | 350,450 | 228,831 | 249,765 |
| 2017 | 104,643 | 364,678 | 237,231 | 259,194 |
| 2018 | 108,728 | 379,085 | 245,565 | 268,601 |
| 2019 | 112,840 | 393,647 | 253,795 | 277,953 |
| 2020 | 116,972 | 408,351 | 261,899 | 287,226 |
| 2021 | 121,116 | 423,154 | 269,835 | 296,381 |
| 2022 | 125,265 | 438,055 | 277,577 | 305,395 |
| 2023 | 129,410 | 453,016 | 285,087 | 314,230 |
| 2024 | 133,545 | 468,013 | 292,328 | 322,850 |
| 2025 | 137,659 | 483,020 | 299,264 | 331,221 |
| 2026 | 141,745 | 498,008 | 305,852 | 339,304 |
| 2027 | 145,794 | 512,959 | 312,058 | 347,066 |
| 2028 | 149,798 | 527,837 | 317,838 | 354,464 |
| 2029 | 153,748 | 542,617 | 323,150 | 361,461 |
| 2030 | 157,634 | 557,267 | 327,951 | 368,015 |
| Net Increase: | **105,011** | **363,791** | **183,358** | **215,327** |

# Cost Adjustments

Calculations related to impact fees are made in terms of the 'present value' of past and future amounts of money, including project cost expenditures and credits for future revenue.

The Georgia Development Impact Fee Act defines 'present value' as "the current value of past, present, or future payments, contributions or dedications of goods, services, materials, construction, or money." This section describes the methodologies used to make appropriate adjustments to project cost figures to convert these costs into current dollars when such an adjustment is appropriate.

Calculations for present value (PV) differ when considering past expenditures versus future costs. In both cases, however, the concept is the same – the 'actual' expenditure made or to be made is adjusted to the current year using appropriate rates (an inflation rate for past expenditures and a deflator for future costs). In essence, the present value is considered in light of the value of money as it changes over time as the result of inflation.

In order to determine the present value of a project expenditure that will be made in the future, the Net Present Value (NPV) of the expenditure is determined. To determine the NPV of any project cost, two figures are needed – the future cost of the project anticipated in the year the expenditure will be made, and the net discount rate. Given the current cost of a project, that cost is first inflated into the future to the target expenditure year to establish the estimated future cost. The future cost is then deflated to the present using the net discount rate, which establishes the NPV for the project in current dollars. These two formulas are:

$$\text{Future Cost} = \text{Current Cost} \times (1 + \text{Inflation Rate})^{\text{Year of Expenditure} - \text{Current Year}}$$

$$\text{Net Present Value} = \text{Future Cost} \times (1 + \text{Net Discount Rate})^{\text{Current Year} - \text{Year of Expenditure}}$$

In this section two important adjustments are discussed that are required to convert current costs into future cost figures, and then back into current dollars. First, an appropriate cost inflator is identified. This adjustment factor is important in determining the future cost of a project, based on current cost estimates. The cost inflator may be based on anticipated inflation in construction or building costs, or on anticipated inflation in the value of money (for capital projects that do not include a construction component). In essence, costs increase over time. By identifying the appropriate inflation rate that is related to the type of project (building construction, project construction or non-construction), current estimates can be used to predict future costs in the year they are expected to occur.

The second cost adjustment is a deflator – the Net Discount Rate. In essence, the Net Discount Rate is best represented by the CPI inflation rate, but applied in reverse. That is, having determined the inflated cost of a project at some future date, the cost in today's dollars can be calculated as the present value of that future expenditure. As will be seen below, the cost of project construction and building construction has been increasing at almost twice the CPI inflation rate over the past 10 years.

### COST INFLATORS

Three different cost inflators are used in the impact fee calculations, based on the type of project being considered. For infrastructure projects, such as roads or ball fields, a 'construction cost inflator' is used. For projects that require construction of a structure (such as a fire station), a 'building cost inflator' is used as the appropriate inflation rate. For all non-construction types of projects (such as a fire truck or park land), an inflation rate is used that is based on the Consumer Price Index. These different types of inflators are discussed below.

### ENGINEERING NEWS RECORD'S COST INDEXES

ENR publishes both a Construction Cost Index (CCI) and a Building Cost Index (BCI) for the Atlanta area that are widely used in the construction industry. Both indexes have a materials and labor component. The components that comprise the CCI are: 200 hours of common labor at the local average of common labor rates, plus 25 cwt of standard structural steel shapes at the fabricated local price, plus 1.128 tons of portland cement at the local price, plus 1,088 board-ft of 2 x 4 lumber at the local price. For calculation of the CCI, costs in 1913 are set at 100. The BCI uses a labor component of 68.38 hours of skilled labor at the average local wage rate plus fringes, for carpenters, bricklayers and structural ironworkers. The materials component is the same as that used in the CCI, and the BCI is also set at 100 in 1913.

Over the past 10 years for which full-year data is available (2003 through 2012), the Building Cost Index has increased an average of almost 4.1% per year. As a result, an average new building that cost $100,000 in 2003 would be expected to cost $131,570 today. Similarly, for construction projects other than buildings, the Construction Cost Index has increased on averaged a little over 4.2% per year. This means that an average construction project that cost $100,000 in 2003 would be expected to cost over $134,700 today.

### CPI INFLATOR

For projects that do not involve construction, only the future value of money needs to be considered (without regard to inflation in labor or materials costs). For this calculation, the Consumer Price Index (CPI) is used, assuming past experience will continue into the foreseeable future.

Looking at the change in CPI for the 10 years from 2003 to 2012, an average annual inflation rate of a little under 2.3% captures the change over that period, with little variation from year to year. This inflation rate is assumed to be experienced ‘on average’ in future years, and is used for inflator calculations for future non-construction expenditures. This assumption is consistent with recent pronouncements by the FED that an annual inflation rate of 2% would be considered normal and desirable for the national economy.

### CALCULATING NET PRESENT VALUE

Determining the NPV of future project expenditures depends on the type of ‘project’ being funded.

For a building construction project (such as a fire station or library), the current cost estimate for the project is inflated into the future using the average Building Cost Inflator applied to the number of years until the year planned for its construction. This future cost is then deflated back to the present using the 10-year average CPI inflator since this reflects the present value of a future amount of money.

For other construction projects (such as roads or recreation facilities), the current cost estimate for the project is inflated into the future using the average Construction Cost Inflator applied to the number of years until the year planned for its construction. Like building construction projects, this future cost is then deflated back to the present using the 10-year average CPI inflator.

For non-construction capital projects (such as fire trucks or land acquisition), the 10-year average CPI inflator would be used both to estimate the project expenditure in future dollars and to deflate that future cost to present value, resulting in the same cost figure initially estimated and subsequently ‘adjusted.’ Currently estimated project costs for such projects are therefore assumed to be the Net Present Value of the future expenditure regardless of the year in which it is planned.

# Library Facilities

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.

## ■ 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.

## ■ Projection of Needs

Demand for library facilities is almost exclusively related to the county's residential population. Businesses make some use of public libraries for research purposes, but the use is minimal and considered incidental compared to that of the families and individuals who live in the country. Thus, a library system impact fee is limited to future residential growth. Between 2013 and 2030, the number of dwelling units in the library facilities service area will grow from 88,725 to 157,634, an increase of 68,909 dwelling units.

## ■ 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 2**.

### Table 2: Inventory of Library Facilities – 2013

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

*Excludes children's and reference materials.

An inventory of Cherokee County libraries and the collection materials they contain is shown on Table 2. 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.

### Table 3: 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 |

Level of Service calculations, shown on **Table 3**, show the number of collection materials and square feet of library space per housing unit that serve the current residents of Cherokee County. These figures establish the adopted Level of Service for Cherokee's libraries.

## ■ Improvements to Serve New Growth

In **Table 4**, the facility space and collection materials LOS figures from Table 3 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 4: 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 5** presents the facility space proposed to meet the 2030 demand in an annual format. Three proposed libraries—the Waleska, Southwest Area and Northeast 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 5: 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 6** 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 6: Future Collection Materials Demanded

| | New Growth Demand | | | | |
|---|---|---|---|---|---|
| Year | New Housing Units | Materials Demanded (annual) | Running Total | Plus Discarded Materials | Total Materials Needed (annual) |
| 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).

## ■ Capital Project Costs

The building floor area and new collection materials needed to serve new growth identified in Table 5 and Table 6 are used to calculate the future cost to meet service demand, as shown in Table 7 and Table 8. 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 7: 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 8** 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 6).

### Table 8: 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.

## ■ Funding Sources

Capital improvements for Cherokee County's library facilities and long-term collection materials presented in this CIE are primarily funded from impact fee and SPLOST revenue, and to some extent from the general fund. It is anticipated State grant assistance will be obtained for the proposed libraries.

# Fire Protection Facilities

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 cooperatively but 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 may 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.

## ■ Projection of Needs

Between 2013 and 2030, the day/night population (a combination of residents and employees) in the Fire Services District service area will grow from 221,619 to 368,015, an increase of 146,396 persons. Countywide, the service area for emergency medical services is forecast to grow by a total of 248,214 persons, from 309,053 to 557,267.

## ■ Level of Service

The Level of Service for fire protection and emergency medical services in Cherokee County is measured with regard to two considerations: one is quantity, measured in terms of the number of heavy vehicles (engines, tankers, etc.), ambulances, and square feet of floor area in fire stations and related space. The other is the quality of fire protection, measured in terms of ISO rating criteria—specifically the standard that all development within the service area be within five road miles of a fire station. The consequence of not meeting this qualitative standard is increased response times to today's fast-moving fire emergencies and extraordinarily higher insurance rates for uses outside the 5-mile coverage.

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 and

emergency medical services are provided continuously on a 24-hour basis to both residences and businesses in the service area, whether or not people are at home or businesses are open.

### 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. Currently, however, the Department does not achieve the 5-mile qualitative standard in all parts of its service area. To achieve this minimum standard for existing development, four new strategically located fire stations are needed, each fully equipped with a fire engine, a ladder truck and an ambulance. Two of these new stations would replace two aging and inadequate volunteer stations carried over when the Department was created. With the addition of these stations and equipment, the county will be provided with an adequate Level of Service for the present day/night population.

**Table 9** 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. To this inventory has been added the four new stations and rolling stock needed to raise the Level of Service to an adequate level both quantitatively and qualitatively.

For the new stations, the most-recently constructed Clayton Community Station (#6) is used as a model at 6,408 square feet. Although all four stations will be constructed at this size, two are reduced on the inventory listing to the extent of the two old stations that will be removed when they are replaced, so that the 'total facility space' will reflect the deletion of the old stations and the total floor area that will remain in operation.

## Table 9: Inventory of Fire Department Facilities and Vehicles

| Occupied Building Space | |
|---|---|
| **Facility** | **Floor Area (Sq. Ft.)** |
| ***Existing Stations/Facilities*** | |
| Station 1 - Oak Grove | 2,500 |
| Station 2 - Ball Ground | 6,000 |
| Station 3 - Hickory Flat | 2,025 |
| Station 4 - Holbrook Campground | 6,610 |
| Station 5 - Circle Five | 4,004 |
| Station 6 - Clayton Community | 6,408 |
| Station 7 - Little River | 8,000 |
| Station 8 - Holly Springs | 11,661 |
| Station 9 - North Canton | 8,000 |
| Station 12 - Waleska | 8,087 |
| Station 13 - Sutallee | 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 |
| ***Shortfall*** | |
| New Fire Station | 6,408 |
| New Fire Station | 6,408 |
| Replace Station 25*** | 4,383 |
| Replace Station 26*** | 4,918 |
| Total Facility Space: | 169,192 |

| Heavy Vehicles - Fire* | |
|---|---|
| **Description** | **Count** |
| ***Existing Inventory*** | |
| Engine** | 28 |
| Tender | 8 |
| Ladder | 1 |
| Rescue | 8 |
| Dive Rescue Truck | 1 |
| Hazard Response | 2 |
| Air/Light Truck | 1 |
| Mass Catastrophe | 1 |
| ***Shortfall*** | |
| Engine | 4 |
| Ladder | 4 |
| Total Heavy Vehicles: | 58 |
| ***Ambulances*** | |
| Existing Ambulances | 18 |
| Shortfall | 4 |
| Total Ambulances: | 22 |

* Vehicles having a life of 10 years or more.

** In addition, there are four engines held in reserve.

*** Replacement stations are the net of standard 6,408 sf minus the square footage replaced.

### CURRENTLY REQUIRED LEVEL OF SERVICE

**Table 10** presents the calculation of the Level of Service (LOS) for the system as expanded with the additional stations and vehicles.

## Table 10: Level of Service Calculation

| System Square Feet | 2013 Day/Night Population* | SF per Day/Night Population |
|---|---|---|
| 169,192 | 221,619 | 0.7634 |

| System Heavy Vehicles | 2013 Day/Night Population* | Heavy Vehicles per Day/Night Pop |
|---|---|---|
| 58 | 221,619 | 0.00026171041 |

| System Ambulances | 2013 Day/Night Population** | Ambulances per Day/Night Pop |
|---|---|---|
| 22 | 309,053 | 0.00007118520 |

* For Fire District.
** Countywide Service Area.

This expanded system raises the LOS for existing development in the two service areas to a level that provides adequate service under basic ISO standards, and will be maintained for future growth and development anticipated to 2030.

## ■ Improvements to Serve New Growth

For the purposes of impact fee calculations the County has determined that the currently required (2013) Level of Service will be maintained to serve the future day/night population within each of its two service areas—the Fire Services District and (for EMS) the entire county. The system LOS figures from Table 10 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 11**.

### Table 11: Future Demand Calculation

| SF per Day/Night Population | Day/Night Pop Increase (2013-30)* | SF Demanded by New Growth |
|---|---|---|
| 0.7634 | 146,396 | 111,764 |

| Heavy Vehicles per Day/Night Pop | Day/night Pop Increase (2013-30)* | New Heavy Vehicles Demanded |
|---|---|---|
| 0.00026171041 | 146,396 | 38 |

| Ambulances per Day/Night Pop | Day/night Pop Increase (2013-30)** | New Ambulances Demanded |
|---|---|---|
| 0.00007118520 | 248,214 | 18 |

* For Fire District.
** Countywide Service Area.

## ■ Capital Project 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 11 to **Table 12**. 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.

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. For heavy fire-fighting and related vehicles, a blended average of vehicle costs is used, reflecting the weighted average cost of the Department's entire fleet. 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.

These estimated costs factors are 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 currently required 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.)

## Table 12: Costs to Meet Future Demand

| SF Demanded by New Growth | Cost per Unit | Total Cost in 2013 Dollars | Total Cost - Net Present Value* |
|---|---|---|---|
| 111,764 | $ 175.00 | $ 19,558,700.00 | $ 22,838,422.28 |

| New Heavy Vehicles Demanded | Cost per Unit | Total Cost in 2013 Dollars | Total Cost - Net Present Value** |
|---|---|---|---|
| 38 | $ 387,775.86 | $ 14,735,482.68 | $ 14,735,482.68 |

| New Ambulances Demanded | Cost per Unit | Total Cost in 2013 Dollars | Total Cost - Net Present Value** |
|---|---|---|---|
| 18 | $ 142,857.14 | $ 2,571,428.57 | $ 2,571,428.57 |

* 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.

## ■ Funding Sources

Capital improvements for Cherokee County's fire protection and emergency medical service facilities presented in this CIE are primarily funded from impact fee and SPLOST revenue, and to some extent from the general fund.

# Public Safety Facility

The Cherokee County Sheriff's Office operates the County Jail (Adult Detention Center) and detention facilities in the Justice Center, and administers all activities of the Sheriff's Office from space in the Public Safety Facility. In addition to the Adult Detention Center and administration, the Public Safety Facility is also home to the Emergency Operations Center (EOC) and encompasses the attached 'old' jail/headquarters building. The 911 emergency communications center, which is operated by the County Marshal's Office, is also located within the Public Safety Facility. For the purposes of this public facility category, all law enforcement activities that are countywide in nature are included in this section and referred to generically as the Public Safety Facility category. The Uniform Patrol Division and the Criminal Investigations Division (CID) primarily serve the unincorporated area of the county and are addressed under the Sheriff's Patrol section of this report.

## ■ Service Area

The entire county is considered a single service area for the provision of the law enforcement activities provided under the Public Safety Facility category because all residents and employees in the county have equal access to the benefits of the program.

## ■ Projection of Needs

Between 2000 and 2030, the day/night population (a combination of residents and employees) in the Public Safety Facility service area will grow from 193,476 to 557,267, an increase of 363,791 persons.

## ■ Level of Service

The Public Safety Facility category is unique among the public facility categories being updated in this CIE Amendment because a 'deficiency' in floor area space was identified in 2000 and was carried forward in the impact fee calculations at that time. This 'deficiency' carry-over must continue to be considered as part of the overall space needs to 2030 because it affects the level of impact fee eligibility of past expenditures. The calculations in this section, therefore, must begin at the beginning—in the year 2000.

### Table 13: Inventory of Facilities - 2000

| Facility | Square Feet in 2000 |
|---|---|
| Old Jail/Headquarters | 48,100 |
| Justice Center detention | 11,404 |
| | 59,504 |

As a first step in calculating an appropriate Level of Service (LOS) to adopt, the then 'current' level in 2000 was determined. That 'current' level of service was determined by an inventory of the square footage of the facilities operated by the Sheriff's Office at that time. This included two facilities—what is now the 'old' jail and a portion of the Justice Center used by the Sheriff's Office to detain prisoners for court appearances and for other duties. These are still used by the Sheriff's Office today. Statistics for the facilities in 2000 are shown in **Table 13**.

In 2000, the County determined that it would adopt a Level of Service based on the addition of the then-planned Public Safety Facility. **Table 14** shows the calculations carried out to determine the resulting Level of Service standard.

## Table 14: Adopted LOS and Deficiency Calculation

| Factor | Square Feet |
|---|---|
| Floor Area Existing in 2000 | 59,504 |
| Square Feet to be Added* | 195,866 |
| Total Square Feet Needed (2011) | 255,370 |
| | |
| Total Square Feet Needed (2011) | 255,370 |
| Day/Night Population in 2011 | 292,313 |
| **Square Feet per Day/Night Population** | **0.873618** |
| | |
| Total Demand in Square Feet - 2000 | 169,024 |
| Floor Area Existing in 2000 | 59,504 |
| Year 2000 Deficiency (Square Feet) | (109,520) |

* New Public Safety Facility, including administration, 911 communications, Adult Detention Center, and Emergency Operations Center.

The population-to-inmate housing ratio in 2000 indicated that the current and planned facilities would adequately serve the County to the year 2011. As shown in Table 14, the space added by the construction of the new Public Safety Facility[1] was added to the year 2000 square footage. This total was divided by the year 2011 service area population to calculate the resulting LOS.

This LOS figure represents an update to the figure calculated in 2000 in that the day/night population figures have been updated to the current figures found in the Forecasts section of this report.[2] This new figure is adopted as the updated LOS for the Public Safety Facility category.

This updated LOS was then applied to the year 2000 day/night population in order to identify the demand at that time, which resulted in a year 2000 deficiency. This deficiency is larger than in 2000 because of the updated day/night population figures.

[1] Some square footage in the Public Safety Facility is occupied by the Fire Department. This square footage does not appear here; it is included in the 'Fire Protection and EMS' section of this report.

[2] In 2000, the results of the 2000 Census was not yet known and the 2011 population was a projection. Today, population figures for both years have been reported by the Census Bureau.

## ■ Improvements to Serve New Growth

In **Table 15** the adopted LOS from Table 14 is applied to all future growth that was projected from 2000 to 2030. The 'day/night population increase' figure is derived from the countywide service area population figures for the Public Services Facility category shown in the Forecasts section of this report. This increase in day/night population to the year 2030 is multiplied by the adopted level of service to produce the future demand figure in square feet of floor area. To this is added the year 2000 carry-over deficiency to determine the total square feet that will need to be provided to serve new and pre-2000 development. Not all of this floor area is impact fee eligible, as will be seen later in this section.

### Table 15: Future Demand Calculation

| SF per Day/Night Population - LOS | Day/Night Pop Increase (2000-30) | SF Demanded by New Growth |
|---|---|---|
| 0.873618 | 363,791 | 317,814 |
| | Plus: Year 2000 Deficiency: | 109,520 |
| | **Total SF Needed - 2030:** | **427,334** |

SF = square feet. Pop = population.

A set of projects contemplated to meet the 2000-2030 demand, both in the past and future, are scheduled on **Table 16.** Beyond the Public Safety Facility built in 2002 and the special purpose garage at the Public Safety Facility built in 2007, the table lists the Public Safety Training Facility expansion currently authorized under SPLOST VI and a 'Future Expansion' potentially needed by 2024 when demand will have well exceeded existing floor area. This 'Future Expansion' has not been assigned to any particular type of project, and may include an addition to the Adult Detention Center, additional space for other functions in the Public Safety Facility, or other construction projects in support of the law enforcement activities covered by this public facilities category. Further, 'Future Expansion' may comprise a single project or several distinct projects, yet to be determined. For the purpose of these impact fee calculations, however, the total floor area is aggregated into a single expansion targeted for 2024 for cost estimating purposes.

## Table 16: Public Safety Facility Projects

| Year | Day/Night Pop Increase | SF Demanded (annual) | Running Total: SF Demanded* | Project | Net New Square Footage* |
|---|---|---|---|---|---|
| *2000* | *0* | *0* | *109,520* | | (109,520) |
| 2001 | 9,971 | 8,711 | 118,231 | | |
| 2002 | 10,733 | 9,377 | 127,607 | New Public Safety Facility | 195,866 |
| 2003 | 9,849 | 8,604 | 136,212 | | |
| 2004 | 11,331 | 9,899 | 146,111 | | |
| 2005 | 13,593 | 11,875 | 157,986 | | |
| 2006 | 16,628 | 14,527 | 172,512 | | |
| 2007 | 12,406 | 10,838 | 183,350 | Special Purpose Garage | 6,000 |
| 2008 | 5,867 | 5,126 | 188,476 | | |
| 2009 | 1,803 | 1,575 | 190,051 | | |
| 2010 | 2,321 | 2,028 | 192,079 | | |
| 2011 | 4,335 | 3,787 | 195,866 | | |
| 2012 | 3,436 | 3,002 | 198,868 | | |
| 2013 | 13,304 | 11,623 | 210,490 | | |
| 2014 | 13,563 | 11,849 | 222,339 | Training Facility | 11,300 |
| 2015 | 13,807 | 12,062 | 234,401 | | |
| 2016 | 14,027 | 12,254 | 246,655 | | |
| 2017 | 14,228 | 12,430 | 259,085 | | |
| 2018 | 14,407 | 12,586 | 271,671 | | |
| 2019 | 14,562 | 12,722 | 284,393 | | |
| 2020 | 14,704 | 12,846 | 297,239 | | |
| 2021 | 14,803 | 12,932 | 310,171 | | |
| 2022 | 14,901 | 13,018 | 323,189 | | |
| 2023 | 14,961 | 13,070 | 336,259 | | |
| 2024 | 14,997 | 13,102 | 349,361 | Future Expansion | 214,168 |
| 2025 | 15,007 | 13,110 | 362,471 | | |
| 2026 | 14,988 | 13,094 | 375,565 | | |
| 2027 | 14,951 | 13,061 | 388,626 | | |
| 2028 | 14,878 | 12,998 | 401,624 | | |
| 2029 | 14,780 | 12,912 | 414,536 | | |
| 2030 | 14,650 | 12,799 | 427,334 | | |
| | | | | **Total to Meet New Growth Demand:** | **317,814** |

SF = square feet. Pop = population.
* Figures reflect year-2000 deficiency.

## ■ Capital Project Costs

Future cost to meet the square footage demanded by new growth projected from 2000 to 2030 is shown in **Table 17**. The first two projects—the Public Safety Facility and special purpose garage—are already completed; costs shown for these projects are the actual construction costs for each facility.

The cost for the Training Facility expansion is taken from the SPLOST VI budget.

The 2013 cost estimate for the 'Future Expansion' floor area is based on the actual per-square-foot construction cost of the Public Safety Facility ($145) inflated to 2013 using the Building Cost Index (BCI) to $175 per square foot. This 2013 cost estimate is further inflated to a 2024 cost using the 10-year BCI average and then discounted to Net Present Value using the 10-year average CPI inflator.[3]

Since there was a year-2000 deficiency carry-over in facility space, the portion of the Public Safety Facility project that had to cover the deficiency was not impact fee eligible. Both the amount of the deficiency and the percent of the Public Safety Facility cost that is impact fee eligible (that is, available to serve new growth as projected in 2000) have been updated to current 2013 figures.

### Table 17: Facility Costs to Meet Demand

| Year | Project | Square Feet | Cost* | % for New Growth | New Growth Cost (NPV)** |
|---|---|---|---|---|---|
| 2002 | New Public Safety Facility | 195,866 | $ 34,276,550 | 44.08% | $ 15,110,550 |
| 2007 | Special Purpose Garage | 6,000 | $ 125,512 | 100.00% | $ 125,512 |
| 2014 | Training Facility | 11,300 | $ 1,500,000 | 100.00% | $ 1,500,000 |
| 2024 | Future Expansion | 214,168 | $ 37,479,400 | 100.00% | $ 44,975,280 |
| | | | $ 73,381,462 | | **$ 61,711,342** |

* Costs for public safety facility and special purpose garage based on actual expenditures; cost estimate for the training facility based on SPLOST VI budget.

** Net Present Value of future expansion based on current $175/sf estimate, inflated to 2024 using the BCI and discounted using the 10-year average CPI, to $210/sf. See the Cost Adjustments and Credits section for details.

## ■ Funding Sources

Capital improvements for countywide law enforcement facilities presented in this CIE are primarily funded from impact fee and SPLOST revenue, and to some extent from the general fund.

[3] See the Cost Adjustments section of this report for a more detailed explanation of inflation rates and Net Present Value.

# Sheriff's Patrol Facilities

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.

## ■ Projection of Needs

Between 2013 and 2030, the day/night population (a combination of residents and employees) in the Sheriff's Office facilities service area will grow from 203,513 to 327,951, an increase of 124,438 persons.

## ■ Level of Service

The current Level of Service is based on an inventory of the square footage of floor area used by the Sheriff's Patrol components. Statistics are shown in **Table 18**.

### Table 18: 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 |

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 19**.

### Table 19: 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.

## ■ Improvements to Serve New Growth

The County has adopted a LOS based on the current year level. In **Table 20** the adopted Level of Service, based on the LOS calculated in Table 19, is applied to future growth. The 'day/night population added' figure is derived from the projections for the service area found in the Forecasts section of this report. 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).

### Table 20: 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.

## ■ Capital Project Costs

The future cost to meet the square footage demanded by new growth to 2030 is shown in **Table 21**. 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 21: 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.)

## ■ Funding Sources

Capital improvements for Cherokee County's uniform patrol and criminal investigation divisions presented in this CIE are primarily funded from impact fee and SPLOST revenue, and to some extent from the general fund.

# Parks and Recreation Facilities

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.

## ■ Projection of Needs

Demand for recreational facilities is almost exclusively related to the county's resident population. Businesses make some use of public parks for office events, company softball leagues, etc., but the use is minimal and considered incidental compared to that of the families and individuals who live in the county. Thus, a parks and recreation impact fee is limited to future residential growth. Between 2013 and 2030, the number of dwelling units in the park facilities service area will grow from 88,725 to 157,634, an increase of 68,909 dwelling units.

## ■ Level of Service

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 Georgia Development Impact Fee Law, 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. These LOS figures are presented in conjunction with proposed improvements, below.

## ■ Improvements to Serve New Growth

### PARK LANDS

**Table 22** 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 22: 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 |
| **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** |

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 22, almost 2,100 acres will be needed to meet the future demand.

## Table 23: 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.

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 23** 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.

### 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 24**. 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.

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 or-

der 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 24: Existing Recreation Components & New Components Needed

| Recreation Component | Current Inventory* | Current Level of Service** | New Components: Demanded To Meet LOS | New Components: 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 = | 88,725 | 66,909 | = 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.

## ■ Capital Project Costs

**Table 25** presents the costs associated with the land acquisition projects listed on Table 23. 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 25: 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.

The next table, **Table 26**, lays out the costs to be incurred to provide the recreation components and facilities proposed on Table 24. 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 26: 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 / Acquatic Center.

Note: The Net Present Value of the 'total cost' column is: $ 54,683,810.30 of which the ineligible amount is: $ 6,938,299.72

## ■ Funding Sources

Capital improvements for Cherokee County's parks and recreation facilities presented in this CIE are primarily funded from impact fee and GO Bond revenue (currently) and SPLOST revenue (in the past), and to some extent from the general fund.

# Road Improvements

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.

## ■ Projection of Needs

As the county continues to develop—converting vacant land into new development and redeveloping existing land uses—there will be a continuing need to maintain and upgrade the transportation network. As part of this effort, projects will be undertaken that provide new trip capacity on the road network that is intended to serve new growth. Future added capacity and determination of need is based on the County's road improvement plans.

## ■ 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.

### ADOPTED 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 transportation 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.

## ■ Improvements to Serve New Growth

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 27**. 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 27: 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 |
| | | $ 48,170,249 |

While the great majority of projects listed in Table 27 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 28** 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 28: 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 29**. 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 29: 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 | |

## ■ Capital Project Costs

**Table 30** presents a calculation of the impact fee eligible project costs for the road improvement projects from Table 27.

## Table 30: 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% | $ - |
| | $ 48,170,249 | | **$ 46,169,528** |

The total local cost, from Table 27, is multiplied by the '% impact fee eligible' figure, from Table 29, 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.

## Funding Sources

Capital improvements for Cherokee County's road improvements presented in this CIE are primarily funded from SPLOST revenue, supplemented by impact fees, and to some extent from the general fund. State assistance for road improvement projects, including those listed in this section, is obtained on a project-by-project basis through coordinated transportation planning.

# Exemption Policy

Cherokee County recognizes that certain office, retail trade and industrial development projects provide extraordinary benefit in support of the economic advancement of the county's citizens over and above the access to jobs, goods and services that such uses offer in general. To encourage such development projects, the Board of Commissioners may consider granting a reduction in the impact fee for such a development project upon the determination and relative to the extent that the business or project represents extraordinary economic development and employment growth of public benefit to Cherokee County, in accordance with adopted exemption criteria. It is also recognized that the cost of system improvements otherwise foregone through exemption of any impact fee must be funded through revenue sources other than impact fees.

# Cherokee County, Georgia
# Agenda Request

SUBJECT: Resolution to designate Open Records Officers MEETING DATE: March 4, 2014

SUBMITTED BY: Christy Black, County Clerk

COMMISSION ACTION REQUESTED:

Consider adoption of resolution designating the County's Open Records Officers.

FACTS AND ISSUES:

Cherokee County wishes to designate the directors (or their designee) of the following Agencies/Departments as the County's Records Officers for their respective Agencies/Departments: County Marshal, Emergency Communications (911), Fire & Emergency Services, Community Development, Public Works, Elections and Voter Registration, Tax Assessor, Finance, Human Resources, Senior Services, Parks and Recreation, Information Technology and the Clerk of the Cherokee County Board of Commissioners.

BUDGET:

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

Account Name:
Account #:

Budget Adjustment Necessary: Yes ☐ No ■ If yes, please attach budget amendment form.
Contract or Amendment: Yes* ☐ No ■ *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes ■ No ☐

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Adopt the Resolution designating Cherokee County's Open Records Officers.

REVIEWED BY:

DEPARTMENT HEAD: Christy Black

AGENCY DIRECTOR:

COUNTY MANAGER

**STATE OF GEORGIA**
**COUNTY OF CHEROKEE**

**RESOLUTION NO. 2014-R-003**

# A RESOLUTION DESIGNATING THE COUNTY'S OPEN RECORDS OFFICERS UPON WHOM REQUESTS FOR INSPECTION OR COPYING OF RECORDS SHALL BE MADE

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

**WHEREAS**, O.C.G.A. § 50-18-71(b)(1)(B) and (b)(2) authorize counties to require that all written Open Records Act requests be made upon a duly designated open records officer or officers of the county (the "Records Officers"); and

**WHEREAS**, the Cherokee County Board of Commissioners desires to designate the Directors of the following Agencies/Departments, or their designee, as the County's Records Officers for their respective Agencies/Departments: County Marshal, Emergency Communications (911), Fire & Emergency Services, Community Development, Public Works, Elections & Voters Registration, Tax Assessor, Finance, Human Resources, Senior Services, Parks and Recreation, Information Technology and the Clerk of the Cherokee County Board of Commissioners;

**NOW THEREFORE, BE IT RESOLVED THAT**, effective March 5, 2014, the Directors of the following Agencies/Departments, or their designee, are hereby designated as the County's Records Officers for the purposes of handling requests for records over which their respective Agencies/Departments have custody and control: County Marshal, Emergency Communications (911), Fire & Emergency Services, Community Development, Public Works, Elections & Voters Registration, Tax Assessor, Finance, Human Resources, Senior Services, Parks and Recreation, Information Technology and the Clerk of the Cherokee County Board of Commissioners. Open Records Act requests to the County shall be made upon the Records Officer(s) responsible for the particular subject matter of the request; and

**BE IT FURTHER RESOLVED THAT**, no later than 5:00 p.m. on March 5, 2014, notice of the designation of the County's Records Officers shall be provided by the County Clerk to the legal organ of Cherokee County and shall also be prominently displayed on the County's website.

**ENACTED** this ____ day of March, 2014.

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

_____
L.B. Ahrens, Chairman

**ATTEST:**

_____
Christy Black, County Clerk

Current

**STATE OF GEORGIA**
**COUNTY OF CHEROKEE**

**RESOLUTION NO. 2012-R-010**

**A RESOLUTION DESIGNATING THE COUNTY'S OPEN RECORDS OFFICERS UPON WHOM REQUESTS FOR INSPECTION OR COPYING OF RECORDS SHALL BE MADE**

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

**WHEREAS**, O.C.G.A. § 50-18-71(b)(1)(B) and (b)(2) authorize counties to require that all written Open Records Act requests be made upon a duly designated open records officer or officers of the county (the "Records Officers"); and

**WHEREAS**, the Cherokee County Board of Commissioners desires to designate the eight (8) Directors of the following Agencies/Departments, or their designee, as the County's Records Officers for their respective Agencies/Departments: County Marshal, Emergency Communications (911), Fire & Emergency Services, Community Development, Public Works, Elections & Voters Registration, Tax Assessor, and the Clerk of the Cherokee County Board of Commissioners;

**NOW THEREFORE, BE IT RESOLVED THAT**, effective July 25, 2012, the Directors of the following Agencies/Departments, or their designee, are hereby designated as the County's Records Officers for the purposes of handling requests for records over which their respective Agencies/Departments have custody and control: County Marshal, Emergency Communications (911), Fire & Emergency Services, Community Development, Public Works, Elections & Voters Registration, Tax Assessor, and the Clerk of the Cherokee County Board of Commissioners. Open Records Act requests to the County shall be made upon the Records Officer(s) responsible for the particular subject matter of the request; and

**BE IT FURTHER RESOLVED THAT**, no later than 5:00 p.m. on July 25, 2012, notice of the designation of the County's Records Officers shall be provided by the County Clerk to the legal organ of Cherokee County and shall also be prominently displayed on the County's website.

**ENACTED** this 25th day of July, 2012.

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

L.B. Ahrens, Chairman

**ATTEST:**

Christy Black, County Clerk

# Cherokee County, Georgia
## Agenda Request

SUBJECT: Grant for Animal Shelter

MEETING DATE: March 4, 2014

SUBMITTED BY: Susan Garcia, Director, Cherokee County Animal Shelter

COMMISSION ACTION REQUESTED:

Consider approval to execute MOU with Cherokee County, Georgia (Animal Shelter) and the Stanton Foundation to accept grant monies in the amount of $201,300 and authorize a Budget Amendment to allocate the funds.

FACTS AND ISSUES:

The Stanton Foundation offers Cherokee County the opportunity to sign an MOU and receive grant monies in the amount of $201,300. The amount of $18,300 shall go directly for use by the Animal Shelter. The remaining funds will go Claudine Wilkins, Program Expert, to develop a plan to advance the welfare of dogs and incidentally other animals.

The Program Expert will submit monthly activity reports to the Foundation. The Animal Shelter will be responsible for providing monthly financial activity reports to the Program Expert. The Animal Shelter will provide office space and overhead and administrative support (payment of expenses) to the Program Expert as outlined in the MOU but there is no direct cost share (cash) to the County under the terms of this MOU.

BUDGET:

| | | | |
|---|---|---|---|
| Budgeted Amount: | $ | Account Name: | Grant Fund – Stanton Foundation |
| Amount Encumbered: | $ | Account #: 25090-371000-SF | |
| Amount Spent to Date: | $ | | |
| Amount Requested: | ($201,300) | | |
| Remaining Budget: | ($201,300) | | |

Budget Adjustment Necessary: Yes ■ No ☐ If yes, please attach budget amendment form.
Contract or Amendment: Yes* ■ No ☐ *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes ☐ No ■

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve and execute MOU with Cherokee County, Georgia (Animal Shelter) and the Stanton Foundation to accept grant monies in the amount of $201,300 and authorize a Budget Amendment to allocate the funds.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

**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 |
|---|---|---|---|
| 25090 | 371000-SF | Contributions/Donations | 201,300.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | 201,300.00 |

**EXPENDITURES:**

| Department Org Code | Object | Account Name | Amount |
|---|---|---|---|
| 23910555 | 531100-SF | General Supplies/Materials | 18,300.00 |
| 23910555 | 521200-SF | Professional Services | 183,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | 201,300.00 |

**PURPOSE OF TRANSFER/ AMENDMENT**

Memorandum of Understanding with Stanton Foundation to support the Cherokee Animal Shelter to advance the welfare of dogs and other animals, incidentally.

**Department Head Approval:** *Susan Garcia*

**County Manager Approval:**

**Date Approved by BOC (please attach a copy of Minutes)** 3/4/2014

# THE STANTON FOUNDATION

This document is a memorandum of understanding that summarizes the understandings between the Stanton Foundation ("the Foundation"), Claudine Wilkins, Esq., animal welfare expert, ("Expert"), and Cherokee County Board of Commissioners ("Shelter").

**1. General understandings**: The purpose of this memorandum is describe the respective responsibilities of the parties in an experimental program to advance the welfare of dogs and incidentally other animals in the Metro Atlanta area and as appropriate in the state of Georgia through the development of better community outreach and the provision of expert services on as as-needed basis to Atlanta shelters and other entities responsible for animal welfare.

Given the experimental nature of this program, all parties agree that creating a full year plan will be a major activity during the first quarter of 2014 and that the attached budget may require revision.

**2. Responsibilities of Claudine Wilkins**

The Expert shall:

- Conduct research within the state of Georgia as to the number of shelters for whom a community outreach program could be a useful tool in increasing adoptions
- Provide a plan, consistent with this research, for allocating of expert effort between enhancing community based outreach and provision of expert services. This plan should be provided on or before April 1, 2014. This plan must include milestones and metrics
- Execute plan as agreed upon with the Foundation and the Shelter.
- Provide a written monthly activity report including comments on financial statements provided by the Shelter information and schedule monthly conference calls with the Foundation.

**3. Responsibilities of the Shelter**

The Shelter, which shall be the grant recipient, shall:

- Provide office space and overhead support including telephone, internet access to conference room space [consistent with the Shelter's primary activities] as requested; access to copiers, etc. and a mailing address.
- Provide administrative support for payment for materials relating to the Expert's activities as properly documented by the Expert.
- Submit to the Foundation a monthly accounting of expenses charged to this grant.

**4. Responsibilities of the Stanton Foundation.**

The Stanton Foundation shall:

- Provide a grant of $201,300 to the Shelter , of which $183,000 shall be for the use of the Expert, as described in the attached budget, and $18,300 shall be for the use of the Shelter to offset the costs of providing overhead support and in general furtherance of its mission. Funds will be provided in four equal quarterly installments in advance of the beginning of

each quarter. The initial payment of shall be made to Cherokee County Shelter within two days of the signing of this agreement, the second on or before April 1, 2014, the third on or before July 1, 2014 and the fourth on or before October 1, 2014.

- Consider promptly any plan for additional support following the completion of the detailed plan due on or before April 1, 2014.

The Stanton Foundation does not, as a matter of policy, issue press releases or otherwise publicize its grants. Should the Expert or the Shelter wish to do so, we ask that the Foundation be provided an opportunity to review any materials concerning Frank Stanton or the Foundation at least two business days prior to release.

If the conditions and responsibilities as described above are satisfactory, please sign, scan and return to us via email. We look forward to the impact of this new resource on the welfare of Georgia's dogs.

Sincerely,

Elisabeth Allison, Co-director, Stanton Foundation

Accepted on behalf of the Board of Commissioners, Cherokee County, Georgia and Claudine Wilkins:

L. B. Ahrens, Jr., Chairman Date

Name Title Date

Accepted on behalf of the Stanton Foundation:

Elisabeth Allison Co-director Date

Andrew Weiss Co-director Date

Draft Jan 21, 2013

# Metro Atlanta Canine Welfare Initiative

| | 2014 Plan (000) | 2014 Actual (000) |
|---|---|---|
| Initial budget | | |
| Compensation | | |
| Exxpert | $ 85,000 | |
| Staff support (contract) | $ 40,000 | |
| Office equipment and supplies | $ 5,000 | |
| Consultant | | |
| Web design | $ 25,000 | |
| Conference, workshop and show support | $ 10,000 | |
| Travel | $ 3,000 | |
| Misc shelter support | $ 10,000 | |
| Contiengency allowance | $ 5,000 | |
| **Subtotal** | **$ 183,000** | |
| Overhead payment to Cherokee | $ 18,300 | |
| | | |
| **Total** | **$ 201,300** | |
| Quartely payment to County | **$ 50,325** | |

# Cherokee County, Georgia
## Agenda Request

SUBJECT: Authorize Equipment Purchase MEETING DATE: 3/4/2014

SUBMITTED BY: Cliff Harden, Director Roads and Bridges

COMMISSION ACTION REQUESTED:

Award purchase order in the amount of $27,894 to the low bidder, Allan Vigil Ford-Lincoln, Inc., for the purchase of a 2015 Ford F-350 for Roads and Bridges; funding is from budgeted SPLOST V monies.

FACTS AND ISSUES:

RFB#2014-20 was released on January 17, 2014 for sealed bids for a Ford F-350 (or an equivalent vehicle) for the Roads and Bridges Department. Five (5) companies provided bids for six (6) different trucks as per the attached Procurement Summary.

The low bid is for a white F-350 4x2 from Allan Vigil Ford-Lincoln of Morrow, GA. The Procurement and Risk Management Department concur with awarding the purchase to the low bidder.

BUDGET:

| | | |
|---|---|---|
| Budgeted Amount: | $650,000 | Account Name: SPLOST V – Vehicles |
| Amount Encumbered: | $0 | Account #: 34214000-542200-50013 |
| Amount Spent to Date: | $80,750 | |
| **Amount Requested:** | **$27,894** | |
| Remaining Budget: | $541,346 | |

Budget Adjustment Necessary: Yes ☐ No ■ If yes, please attach budget amendment form.
Contract or Amendment: Yes*☐ No ■ *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes☐ No ■

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Award purchase order in the amount of $27,894 to the low bidder, Allan Vigil Ford-Lincoln, Inc., for the purchase of a 2015 Ford F-350 for Roads and Bridges; funding is from budgeted SPLOST V monies.

REVIEWED BY:

DEPARTMENT HEAD: *Cliff Harden*

AGENCY DIRECTOR: *Geoffrey E. Morton*

COUNTY MANAGER

# Procurement Summary

| | |
|---|---|
| **Date Submitted:** | 24-Feb-14 |
| **Submitted by:** | Kristi Thompson |
| **PSA Number:** | 2014-20 |
| **Value of Contract:** | $27,894 |
| **Period of Performance:** | 180 days |
| **Supplier Name:** | Allan Vigil Ford-Lincoln, Inc. |
| **General Description:** | 2015 F-350 4x2 Crew Cab Truck |
| **Source of Funds:** | SPLOST 2012 - 34216000-542200-60013 |

**Contract Information**

**Proposed Contract Type**

| | |
|---|---|
| | Standard Professional Services Agreement |
| | PSA with Exceptions Approved by Counsel |
| | Supplier Agreement Approved by Counsel |
| X | Standard Purchase Order |

**Formal Advertised Procurement:** Yes [X] No* [ ]

**Number of Bidders Contacted / Number of Bids Received:** 6 / Web 5

**Supplier Selection Based on:**

| | |
|---|---|
| | Only One Bidder |
| X | Lowest Bidder |
| | Lowest Evaluated Bidder |
| | Highest Proposal Scoring |
| | Other* |

| Weight | Evaluation Criteria |
|---|---|
| X | Price |
| | Service Plan / Delivery Timing |
| | Equipment Capabilities |
| | Quality Assurance Program |
| | Transition Plan |

**If Award to Non-County Business:**
(If Applicable)

| | |
|---|---|
| X | No ***Cherokee County*** Business submitted bid/proposal |
| | CC Business bid/proposal was non-responsive/not-responsible |
| | CC Business not within 5% of Low Bid (for consideration) |
| | CC Business Total Evaluated Score Inadequate (for consideration) |

**Summary of Analysis / Scoring**

| Total Score* | Price* | Bidder | Location | Rep Brand |
|---|---|---|---|---|
| | $ 27,894.00 | **Allan Vigil Ford-Lincoln, Inc** | **Morrow, GA** | **2015 F-350 White** |
| | $ 27,976.00 | Wade Ford | Smyrna, GA | 2014 F-350 White |
| | $ 31,107.63 | Allan Vigil Ford of Fayetteville | Fayetteville, GA | 2015 F-350 White |
| | $ 31,600.00 | Nextran Truck Center | Macon, GA | 2015 F-350 White |
| | $ 31,737.00 | Auto Nation of Marietta | Marietta, GA | 2015 F-350 White |
| | $ 32,702.60 | Langdale Chevrolet | Slyvester, GA | 2015 Silverado White |
| | $ 39,764.19 | Allan Vigil Ford of Fayetteville | Fayetteville, GA | 2013 F-350 Red |

**Fair Price Determination:**

| Method | Price Analysis Type |
|---|---|
| X | Lowest Bidder |
| | Lowest Evaluated Bidder |
| | Best Pricing Among Comparable Features / Suppliers |
| | Market Analysis or Market Pricing |
| | State Contract Pricing |
| | Other, see attached price analysis. |

**Important Price Evaluation Notes:**

**Why Other Than Low Bidder Selected:**
(If Applicable)

***Notes:**

Delivery is expected 10-12 weeks from PO Issuance

Average Price: $31,826
Hi Price: $39,764
Low Price: $27,894
Savings Over Average: $3,932 Savings Over Hi Price: $11,870

# Cherokee County, Georgia
## Agenda Request

SUBJECT: Annual Traffic Striping and Pavement Marking Services Contract

MEETING DATE: March 4, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of an Annual Traffic Striping and Pavement Marking Services Contract with Parker Traffic Markings, Inc., to perform traffic striping, countywide, as needed.

FACTS AND ISSUES:

Cherokee County uses the services of a traffic striping contractor to provide the County with traffic striping where requested and warranted on existing County roadways.

Three (3) companies submitted proposals for this work.

BUDGET:

| | | |
|---|---|---|
| Budgeted Amount: | $ 75,000.00 | Account Name: Traffic Striping |
| Amount Encumbered: | $ 0.00 | Account #: 64001 |
| Amount Spent to Date: | $ 0.00 | |
| Amount Requested: | $ 0.00 | |
| Remaining Budget: | $ 0.00 | |

Budget Adjustment Necessary: Yes ☐ No ■ If yes, please attach budget amendment form.
Contract or Amendment: Yes* ■ No ☐ *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes ☐ No ■

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of an Annual Traffic Striping and Pavement Marking Services Contract with Parker Traffic Markings, Inc., to perform traffic striping, countywide, as needed.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

# Procurement Summary

**Date Submitted:** 7-Feb-14
**Submitted by:** Savanah Shadburn
**PSA Number:** 2014-19: Annual Traffic Striping and Pavement Marking
**Value of Contract:** Dependent on work load - price per unit
**Period of Performance:** Effective Date of Agreement to 12/31/2014
**Supplier Name:** Parker Traffic Markings
**General Description:** Annual Traffic Striping and Pavement Marking Installation
**Source of Funds:**

**Contract Information**

**Proposed Contract Type**

| | |
|---|---|
| ■ | Standard Professional Services Agreement |
| | PSA with Exceptions Approved by Counsel |
| | Supplier Agreement Approved by Counsel |
| | Standard Purchase Order |

**Formal Advertised Procurement:** Yes ■ | No* |

**Number of Bidders Contacted / Number of Bids Received:** 3 | 3

**Supplier Selection Based on:**

| | |
|---|---|
| | Only One Bidder |
| ■ | Lowest Bidder |
| | Lowest Evaluated Bidder |
| | Highest Proposal Scoring |
| | Other* |

| Weight | Evaluation Criteria |
|---|---|
| ■ | Price |
| | Service Plan / Delivery Timing |
| | Equipment Capabilities |
| | Quality Assurance Program |
| | Transition Plan |

**If Award to Non-County Business:**
(If Applicable)

| | |
|---|---|
| ■ | No *Cherokee County* Business submitted bid/proposal |
| | CC Business bid/proposal was non-responsive/not-responsible |
| | CC Business not within 5% of Low Bid (for consideration) |
| | CC Business Total Evaluated Score Inadequate (for consideration) |

**Summary of Analysis / Scoring**

| Total Score* | Price* | Bidder | Location | Rep Brand |
|---|---|---|---|---|
| | | | | |
| | $ 86,069.99 | TMI SERVICES INC | NORTH CAROLINA | |
| | | | | |
| | $ 169,585.58 | PEEK PAVEMENT MARKING | COLUMBUS, GA | |
| | | | | |
| | $ 83,788.80 | PARKER TRAFFIC MARKINGS | CLEVELAND, GA | |
| | | | | |

**Fair Price Determination:**

| Method | Price Analysis Type |
|---|---|
| ■ | Lowest Bidder |
| | Lowest Evaluated Bidder |
| | Best Pricing Among Comparable Features / Suppliers |
| | Market Analysis or Market Pricing |
| | State Contract Pricing |
| | Other, see attached price analysis. |

**Important Price Evaluation Notes:** Price analysis is based on an average workload quantity provided by the County Engineer.

**Why Other Than Low Bidder Selected:**
(If Applicable)

***Notes:**

# CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: **2014-19**
RFB/RFP NAME: **Annual Traffic Striping & Pavement Marking Installation**
OPENING DATE/TIME: **02/04/2014 at 10:00 am**

***Opening/Reading Attendance***

| COMPANY | SIGN NAME | PRINT NAME |
|---|---|---|
| PROCUREMENT | SAVANAH SHADBURN | |
| ENGINEERING | GEOFF MORTON | |
| | | |

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

| NAME | CITY/STATE | Bid Proposal Form | Non-Collusion Affidavit | Completed Schedule of Items |
|---|---|---|---|---|
| TMI SERVICES INC | NC | Y | Y | Y |
| PEEK PAVEMENT MARKING | COLUMBUS, GA | Y | Y | Y |
| PARKER TRAFFIC MARKINGS | CLEVELAND, GA | Y | Y | Y |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

***Notes:***

| Item No. | Item Description | Unit | PARKER TRAFFIC | PEEK PAVEMENT | TMI SERVICES |
|---|---|---|---|---|---|
| | PAINT | | | | |
| 652-0091 | Pavement Marking, Type 1 (ONLY) | EA | $ 45.00 | $ 100.00 | $ 60.00 |
| 652-0100 | Pavement Marking, RR/HWY Symbol | EA | $ 175.00 | $ 250.00 | $ 200.00 |
| 652-0120 | Pavement Marking, Arrow, Tp 2 | EA | $ 40.00 | $ 55.00 | $ 35.00 |
| 652-0130 | Pavement Marking, Arrow, Tp 3 | EA | $ 60.00 | $ 75.00 | $ 40.00 |
| 652-5451 | Solid Traffic Stripe, 5 in, White | LF | $ 0.14 | $ 0.40 | $ 0.10 |
| 652-5452 | Solid Traffic Stripe, 5 in, Yellow | LF | $ 0.14 | $ 0.40 | $ 0.09 |
| 652-5701 | Solid Traffic Stripe, 24 in, White | LF | $ 2.00 | $ 3.00 | $ 2.50 |
| 652-5801 | Solid Traffic Stripe, 8 in, White | LF | $ 1.00 | $ 1.00 | $ 0.90 |
| 652-6501 | Skip Traffic Stripe, 5 in, White | GLF | $ 0.06 | $ 0.35 | $ 0.07 |
| 652-6502 | Skip Traffic Stripe, 5 in, Yellow | GLF | $ 0.06 | $ 0.35 | $ 0.07 |
| 652-9001 | Traffic Stripe, White | SY | $ 2.00 | $ 3.50 | $ 2.75 |
| 652-9002 | Traffic Stripe, Yellow | SY | $ 2.00 | $ 3.50 | $ 2.75 |
| | THERMOPLASTIC | | | | |
| 653-0100 | Pavement Marking, RR/HWY Symbol | EA | $ 350.00 | $ 595.00 | $ 350.00 |
| 653-0120 | Thermoplastic Pavement Marking, Arrow, Type 2 | EA | $ 70.00 | $ 85.00 | $ 65.00 |
| 653-0130 | Pavement Marking, Arrow, Tp 3 | EA | $ 85.00 | $ 105.00 | $ 75.00 |
| 653-0210 | Pavement Marking, Type 1 (ONLY) | EA | $ 90.00 | $ 150.00 | $ 120.00 |
| 653-1501 | Thermoplastic Solid Traffic Stripe, 5 in, White | LF | $ 0.33 | $ 0.65 | $ 0.34 |
| 653-1502 | Thermoplastic Solid Traffic Stripe, 5 in, Yellow | LF | $ 0.33 | $ 0.65 | $ 0.35 |
| 653-1704 | Thermoplastic Solid Traffic Stripe, 24 in, White | LF | $ 4.50 | $ 9.75 | $ 5.00 |
| 653-1804 | Thermoplastic Solid Traffic Stripe, 8 in, White | LF | $ 2.00 | $ 3.25 | $ 2.30 |
| 653-3501 | Thermoplastic Skip Traffic Stripe, 5 in, White | GLF | $ 0.14 | $ 0.50 | $ 0.22 |
| 653-3502 | Thermoplastic Skip Traffic Stripe, 5 in, Yellow | GLF | $ 0.14 | $ 0.50 | $ 0.22 |
| 653-9001 | Thermoplastic Traffic Stripe, White | SY | $ 3.25 | $ 7.50 | $ 3.75 |
| 653-9002 | Thermoplastic Traffic Stripe, Yellow | SY | $ 3.25 | $ 7.50 | $ 3.75 |
| | | | | | |
| 654-1003 | Raised Pavement Markers, Type 3 | EACH | $ 3.20 | $ 7.50 | $ 3.25 |
| 656-3600 | Remove Existing Traffic Stripes & Markings, All Kinds | SY | $ 14.00 | $ 22.50 | $ 9.00 |
| | Minimum Move-in Amount | EACH | $ 1,500.00 | $ 5,000.00 | $ 3,000.00 |

# CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: **2014-19**
RFB/RFP NAME: **Annual Traffic Striping & Pavement Marking Installation**
OPENING DATE/TIME: **02/04/2014 at 10:00 am**

| Item No. | Item Description | Unit | Average Workload Quantity | PARKER TRAFFIC | | PEEK PAVEMENT | | TMI SERVICES | |
|---|---|---|---|---|---|---|---|---|---|
| | PAINT | | | Quote per Unit | Price for Avg Workload | Quote per Unit | Price for Avg Workload | Quote per Unit | Price for Avg Workload |
| 652-0091 | Pavement Marking, Type 1 (ONLY) | EA | | $ 45.00 | $ - | $ 100.00 | $ - | $ 60.00 | $ - |
| 652-0100 | Pavement Marking, RR/HWY Symbol | EA | | $ 175.00 | $ - | $ 250.00 | $ - | $ 200.00 | $ - |
| 652-0120 | Pavement Marking, Arrow, Tp 2 | EA | | $ 40.00 | $ - | $ 55.00 | $ - | $ 35.00 | $ - |
| 652-0130 | Pavement Marking, Arrow, Tp 3 | EA | | $ 60.00 | $ - | $ 75.00 | $ - | $ 40.00 | $ - |
| 652-5451 | Solid Traffic Stripe, 5 in, White | LF | 27033.6 | $ 0.14 | $ 3,784.70 | $ 0.40 | $ 10,813.44 | $ 0.10 | $ 2,703.36 |
| 652-5452 | Solid Traffic Stripe, 5 in, Yellow | LF | 27033.6 | $ 0.14 | $ 3,784.70 | $ 0.40 | $ 10,813.44 | $ 0.09 | $ 2,433.02 |
| 652-5701 | Solid Traffic Stripe, 24 in, White | LF | 46 | $ 2.00 | $ 92.00 | $ 3.00 | $ 138.00 | $ 2.50 | $ 115.00 |
| 652-5801 | Solid Traffic Stripe, 8 in, White | LF | | $ 1.00 | $ - | $ 1.00 | $ - | $ 0.90 | $ - |
| 652-6501 | Skip Traffic Stripe, 5 in, White | GLF | | $ 0.06 | $ - | $ 0.35 | $ - | $ 0.07 | $ - |
| 652-6502 | Skip Traffic Stripe, 5 in, Yellow | GLF | | $ 0.06 | $ - | $ 0.35 | $ - | $ 0.07 | $ - |
| 652-9001 | Traffic Stripe, White | SY | | $ 2.00 | $ - | $ 3.50 | $ - | $ 2.75 | $ - |
| 652-9002 | Traffic Stripe, Yellow | SY | | $ 2.00 | $ - | $ 3.50 | $ - | $ 2.75 | $ - |
| | THERMOPLASTIC | | | | $ - | | $ - | | $ - |
| 653-0100 | Pavement Marking, RR/HWY Symbol | EA | | $ 350.00 | $ - | $ 595.00 | $ - | $ 350.00 | $ - |
| 653-0120 | Thermoplastic Pavement Marking, Arrow, Type 2 | EA | 54 | $ 70.00 | $ 3,780.00 | $ 85.00 | $ 4,590.00 | $ 65.00 | $ 3,510.00 |
| 653-0130 | Pavement Marking, Arrow, Tp 3 | EA | 2 | $ 85.00 | $ 170.00 | $ 105.00 | $ 210.00 | $ 75.00 | $ 150.00 |
| 653-0210 | Pavement Marking, Type 1 (ONLY) | EA | 5 | $ 90.00 | $ 450.00 | $ 150.00 | $ 750.00 | $ 120.00 | $ 600.00 |
| 653-1501 | Thermoplastic Solid Traffic Stripe, 5 in, White | LF | 90644 | $ 0.33 | $ 29,912.52 | $ 0.65 | $ 58,918.60 | $ 0.34 | $ 30,818.96 |
| 653-1502 | Thermoplastic Solid Traffic Stripe, 5 in, Yellow | LF | 88164 | $ 0.33 | $ 29,094.12 | $ 0.65 | $ 57,306.60 | $ 0.35 | $ 30,857.40 |
| 653-1704 | Thermoplastic Solid Traffic Stripe, 24 in, White | LF | 188 | $ 4.50 | $ 846.00 | $ 9.75 | $ 1,833.00 | $ 5.00 | $ 940.00 |
| 653-1804 | Thermoplastic Solid Traffic Stripe, 8 in, White | LF | 2920 | $ 2.00 | $ 5,840.00 | $ 3.25 | $ 9,490.00 | $ 2.30 | $ 6,716.00 |
| 653-3501 | Thermoplastic Skip Traffic Stripe, 5 in, White | GLF | 2900 | $ 0.14 | $ 406.00 | $ 0.50 | $ 1,450.00 | $ 0.22 | $ 638.00 |
| 653-3502 | Thermoplastic Skip Traffic Stripe, 5 in, Yellow | GLF | 1600 | $ 0.14 | $ 224.00 | $ 0.50 | $ 800.00 | $ 0.22 | $ 352.00 |
| 653-9001 | Thermoplastic Traffic Stripe, White | SY | 148 | $ 3.25 | $ 481.00 | $ 7.50 | $ 1,110.00 | $ 3.75 | $ 555.00 |
| 653-9002 | Thermoplastic Traffic Stripe, Yellow | SY | 1515 | $ 3.25 | $ 4,923.75 | $ 7.50 | $ 11,362.50 | $ 3.75 | $ 5,681.25 |
| | | | | | $ - | | $ - | | $ - |
| 654-1003 | Raised Pavement Markers, Type 3 | EACH | | $ 3.20 | $ - | $ 7.50 | $ - | $ 3.25 | $ - |
| 656-3600 | Remove Existing Traffic Stripes & Markings, All Kinds & Types | SY | | $ 14.00 | $ - | $ 22.50 | $ - | $ 9.00 | $ - |
| | Minimum Move-in Amount | EACH | | $ 1,500.00 | $ - | $ 5,000.00 | $ - | $ 3,000.00 | $ - |
| | Total | | | | $ 83,788.80 | | $ 169,585.58 | | $ 86,069.99 |
| | Average | | $ 113,148.12 | | | | | | |
| | Savings over Average | | | | $ 29,359.33 | | $ (56,437.46) | | $ 27,078.13 |
| | Savings over High bid | | | | $ 85,796.78 | | $ - | | $ 83,515.59 |

## BID ACKNOWLEDGEMENT AND SIGNATURE FORM

I hereby acknowledge that I, as the Bidder:

a) Confirm the pricing and services outlined in the Bid meet the minimum requirements of the Request for Proposal No. 2014-19: Annual Traffic Striping and Pavement Marking Installation and

b) Have read and understand the requirements of this RFB; and

c) Will comply with all requirements and specifications as outlined in this RFB; and

d) Have received, read and understand the Addenda up to and including No. 1 ; and
(Fill in highest # received)

e) Am duly authorized to execute and submit the Bid documents.

Name of Company: Parker Traffic Markings, Inc.

Address: P.O. Box 3376

City: Cleveland State: GA Zip: 30528

Representative: James D. Parker
(printed name)

Signature: [signature]

Title: President

Telephone: 706-219-1974 Fax: 888-667-0131

E-Mail Address: parkertrafficmarkings@yahoo.com

*** END BID AND ACKNOWLEDGEMENT FORM ***

# Schedule of Items

| Item No. | Item Description | Unit | Unit Price |
|---|---|---|---|
| **PAINT** | | | |
| 652-0091 | Pavement Marking, Type 1 (ONLY) | EA | $ 45.00 |
| 652-0100 | Pavement Marking, RR/HWY Symbol | EA | $ 175.00 |
| 652-0120 | Pavement Marking, Arrow, Tp 2 | EA | $ 40.00 |
| 652-0130 | Pavement Marking, Arrow, Tp 3 | EA | $ 60.00 |
| 652-5451 | Solid Traffic Stripe, 5 in, White | LF | $ 0.14 |
| 652-5452 | Solid Traffic Stripe, 5 in, Yellow | LF | $ 0.14 |
| 652-5701 | Solid Traffic Stripe, 24 in, White | LF | $ 2.00 |
| 652-5801 | Solid Traffic Stripe, 8 in, White | LF | $ 1.00 |
| 652-6501 | Skip Traffic Stripe, 5 in, White | GLF | $ 0.06 |
| 652-6502 | Skip Traffic Stripe, 5 in, Yellow | GLF | $ 0.06 |
| 652-9001 | Traffic Stripe, White | SY | $ 2.00 |
| 652-9002 | Traffic Stripe, Yellow | SY | $ 2.00 |
| **THERMOPLASTIC** | | | |
| 653-0100 | Pavement Marking, RR/HWY Symbol | EA | $ 350.00 |
| 653-0120 | Thermoplastic Pavement Marking, Arrow, Type 2 | EA | $ 70.00 |
| 653-0130 | Pavement Marking, Arrow, Tp 3 | EA | $ 85.00 |
| 653-0210 | Pavement Marking, Type 1 (ONLY) | EA | $ 90.00 |
| 653-1501 | Thermoplastic Solid Traffic Stripe, 5 in, White | LF | $ 0.33 |
| 653-1502 | Thermoplastic Solid Traffic Stripe, 5 in, Yellow | LF | $ 0.33 |
| 653-1704 | Thermoplastic Solid Traffic Stripe, 24 in, White | LF | $ 4.50 |
| 653-1804 | Thermoplastic Solid Traffic Stripe, 8 in, White | LF | $ 2.00 |
| 653-3501 | Thermoplastic Skip Traffic Stripe, 5 in, White | GLF | $ 0.14 |
| 653-3502 | Thermoplastic Skip Traffic Stripe, 5 in, Yellow | GLF | $ 0.14 |
| 653-9001 | Thermoplastic Traffic Stripe, White | SY | $ 3.25 |
| 653-9002 | Thermoplastic Traffic Stripe, Yellow | SY | $ 3.25 |
| 654-1003 | Raised Pavement Markers, Type 3 | EACH | $ 3.20 |
| 656-3600 | Remove Existing Traffic Stripes & Markings, All Kinds & Types | SY | $ 14.00 |
| Minimum Move-in Amount | | EACH | $ 1500.00 |

Jim D. Pace

## NON-COLLUSION AFFIDAVIT

I state that I am President (Title) of Parker Traffic Markings, Inc. (Name of Firm) and that I am authorized to make this AFFIDAVIT on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid/Proposal.

I state that:

1. The budgets shown in this Bid/Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, responder or potential responder to the Request for Bids (RFB)/Request for Proposals (RFP).

2. Neither the price(s) nor the amount of the Bid/Proposal, and neither the approximate budgets nor approximate amounts in this Bid/Proposal, have been disclosed to any other firm or person who is a responder or potential responder to this RFP, and they will not be disclosed before the Bid/Proposal opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding to this RFB/RFP, or to induce them to submit a budget that is higher than the budget in this Bid/Proposal, or to submit any intentionally high or noncompetitive Bid/Proposal or other form of nonresponsive Bid/Proposal.

4. The price(s), proposal and budget prepared by my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other noncompetitive Bid/Proposal.

5. Parker Traffic Markings, Inc. (Name of Firm), its affiliated, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as follows: _____

_____

_____

_____

I state that Parker Traffic Markings, Inc. understands and acknowledges that
(Name of Firm)
the above representations are material and important, and will be relied on by the Cherokee County Board of Commissioners (CCBOC) in awarding the contract(s) for which this Bid/Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from CCBOC of the true facts relating to the submission of Bids/Proposals for this contract.

Signature

James D. Parker
Printed Name

President
Title

Sworn to and subscribed before me this 15 day of January, 2014

(SEAL REQUIRED)

(Notary Public)

My Commission Expires: June 23, 2014

Copy

PAVEMENT MARKING, LLC, 4600 PEEK INDUSTRIAL DRIVE, P.O. BOX 7337, COLUMBUS, GA 31908 (706) 563-5867 FAX (706) 563-7762

TO: Cherokee County
Attn: Sealed Bids

Peek Pavement Marking respectfully requests a copy of the **bid tabulations** when that information is available. It may be mailed, faxed, or emailed to any of the addresses or numbers below.

Thank You,

Brad Dye

Mailing Address:
Peek Pavement Marking
4600 Peek Industrial Blvd
Columbus, GA 31909

Fax Number
(706) 563-7762

Email Address:

tharbuck@peeksafety.com

**Cherokee County Government**
Capital Program Management
403 Chattin Drive
Canton, GA 30115
770-345-3386
Fax 770-345-3387

January 14, 2014

Bid No.: 2014-19
Project: Annual Traffic Striping and Pavement Marking Installation

# Addendum 1

## Clarification

Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems; 2013 edition requirements, apply to all bid items.

Include receipt of this addendum in your Bid Documents.

**Cherokee County Government**
**Engineering Department**
Capital Program Management
1130 Bluffs Parkway
Canton, GA 30114
678-493-6077 FAX 678-493-6088
www.cherokeega.com

# Notice to Contractors
## RFB No. 2014-19

The Cherokee County Engineering Department, Roadway Capital Program Management Division, is requesting bids for the following project: Annual Traffic Striping and Pavement Markings Installation project, both paint and thermoplastic, on various streets and roads throughout Cherokee County, as per current Georgia DOT Standards and Specifications. Bidders must be unconditionally qualified prospective bidders in accordance with Chapter 672-5 of the Rules of the Georgia Department of Transportation.

If your company is interested in submitting a bid for this project, please provide three (3) copies of your bid in a sealed envelope of sufficient size with the following clearly typed or printed on the outside.

1. Company Name
2. Project Number
3. Bid Number:
4. Date and Hour of Opening
5. Georgia Department of Transportation Prequalified Contractor Number

Sealed bids will be received by The Board of Commissioners of Cherokee County, Georgia in the Office of Purchasing, 1130 Bluffs Parkway, Canton, Georgia 30114, until 9:50 a.m. local time Wednesday, February 5, 2014. At 10:00 a.m. local time on the above date, the bids will be opened and read aloud.

Any inquiries concerning this bid should be made in writing to Geoffrey E. Morton, P.E., Public Works Agency Director/County Engineer, 1130 Bluffs Parkway, Canton, Georgia 30114. The deadline for making inquiries is 5:00 p.m. local time Wednesday, January 29, 2014. Cherokee County shall inform all bidders of its response to any inquiries that may lead to the issuance of an addendum.

The work to be done consists of the furnishing of all material, labor and equipment for the following project:

Annual Traffic Striping and Pavement Markings Installation project, both paint and thermoplastic, on various streets and roadways throughout Cherokee County, as per current Georgia DOT Standards and Specifications, if and where directed by the County.

The bidder is required to submit only the Bid Proposal, which includes:

1. Completed Bid Proposal Form
2. Completed Schedule of Items (sign each page)
3. Noncollusion Affidavit of Prime Bidder

Bidding Documents are open to the public at the Cherokee County Engineering Department, Roadway Capital Program Management Division, 1130 Bluffs Parkway, Canton, Georgia 30114.

A complete set of documents may be obtained from the Cherokee County Engineering Department, Roadway Capital Program Management Division, 1130 Bluffs Parkway, Canton, Georgia 30114. Telephone: (678) 493-6077.

All work performed for this project will be in accordance with current Georgia Department of Transportation Standard Specifications For Construction of Roads and Bridges.

The Bidder shall be responsible for performing at least 50 percent of the work in this contract. The Bidder shall not sub-contract, transfer, assign or otherwise dispose of the contract or any portion thereof, without the written consent of the County. The Cherokee County Board of Commissioners reserves the right to reject all bids and waive formalities. Any claims for cost incurred by any Bidder in preparation of any part of or total package for this project will not be considered for reimbursement by Cherokee County.

The Bidding Documents consist of the following, including all addenda issued therewith and forms referenced therein, in addition to the plans:

Notice to Contractors
Bid Proposal
Completed Schedule of Items
Noncollusion Affidavit of Prime Bidder
Sample Contract
General Conditions
Special Conditions

County reserves the right to accept or reject any and all proposals submitted in response to this RFP, or refuses to enter into any contract resulting from any proposal submitted, without expense to County.

County reserves the right to withdraw this RFP at any time without prior notice, and makes no representations that any contract will be awarded to any Proposer responding to this RFP. County expressly reserves the right to postpone proposal opening for its own convenience, to waive any informality or irregularity in the proposals received, and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection.

Geoffrey E. Morton, P.E.
Public Works Agency Director/County Engineer
January 3, 2014

# Cherokee County
# Board of Commissioners

Department of Transportation
1130 Bluffs Parkway
Canton, Georgia 30114

## Contract Documents

## RFP: 2014-19
## Annual Traffic Striping and Pavement Marking Installation

Award Date: February 18, 2014

Contractor:

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

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is effective as of this_____ day of _____, 20___, by and between **CHEROKEE COUNTY,** a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and _____, a _____, ("Contractor"), collectively referred to as the "Parties."

## WITNESSETH THAT:

WHEREAS, the County issued a Notice to Contractors, dated January 3, 2014, to solicit bids for annual traffic striping and pavement marking services on various streets and roads throughout Cherokee County; and

WHEREAS, based upon Contractor's bid to install traffic striping and pavement marking services on various streets and roads throughout Cherokee County, the County has selected Contractor as the successful bidder, and

WHEREAS, Contractor has agreed to perform such work as set forth in this Agreement, according to the terms and conditions provided in this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of work, and Contractor is aware that he must be licensed to do business in the State of Georgia.

NOW THEREFORE, the County and Contractor, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

## I. SCOPE OF SERVICES AND TERMINATION DATE

### A. <u>Project Description</u>

The Project is defined generally as follows: installation of traffic striping and pavement marking on various streets and roads throughout Cherokee County, if and where directed by the County.

**B. The Work**

The Work is specified and indicated in the Contract Documents (the "Work"). The Work previously described includes all material, labor, insurance, tools, equipment, and any other miscellaneous items necessary to complete the Work as described. Contractor shall complete the Work in strict accordance with the Contract Documents.

**C. Schedule, Completion Date, and Term of Agreement**

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before December 31, 2014. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [ □ **unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term]**, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year **[ X unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term]** absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

Contractor agrees to complete the Work within 15 calendar days from the date of Notice to Proceed. Every effort will be made by Contractor to shorten this period.

Work not completed within 15 days of the request will be paid as follows for the months of March through November:

- Work completed from 15 days to 30 days of the request will be paid at 90% of the unit prices.
- Work completed from 30 days to 60 days of the request will be paid at 70% of the unit prices.
- Exceptions can be granted based on the amount of rain days or low temperatures.

## II. WORK CHANGES

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

PAVEMENT MARKING,LLC, 4600 PEEK INDUSTRIAL DRIVE, P.O.BOX 7337,COLUMBUS,GA 31908 (706)563-5867 FAX(706)563-7762



RE : RFB No. 2014-19 Date: February 5, 2014
ANNUAL TRAFFIC STRIPING AND PAVEMENT MARKINGS
CHEROKEE COUNTY, GEORGIA

**BILLING WILL BE BASED UPON ACTUAL QUANTITIES INSTALLED.**

**THE UNIT PRICES QUOTED ARE BASED ON "RE-TRACING" EXISTING MARKINGS. STREETS THAT DO NOT HAVE EXISTING MARKINGS OR THAT HAVE BEEN RECENTLY RESURFACED ARE NOT INCLUDED IN THE UNIT PRICES.**

**THE UNIT PRICES FOR REMOVAL ARE BY GRINDING METHOD ONLY.**

**PARKING SPACES AND PARKING LOT STRIPING IS NOT INCLUDED IN THE UNIT PRICES.**

**The above unit prices *do not include* blading of grass or cleaning of the roadway. The *county* shall be responsible for blading grass and sweeping roadway if needed prior to placement of pavement markings.**

The above pricing may be withdrawn if not approved within sixty (60) days.

We appreciate the opportunity to quote you this work. If you have any questions or need further information, please let us know.

Thank you and best regards,

Brad Dye

AMENDMENTS ACKNOWLEDGED: 1

BRAD DYE ESTIMATING
PEEK PAVEMENT MARKING, LLC

determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

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

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

## III. COMPENSATION AND METHOD OF PAYMENT

A. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall not, in any case, exceed the following, except as outlined in Section 6 (C) below:

| Item No. | Item Description | Unit | Unit Price |
|---|---|---|---|
| | **PAINT** | | |
| 652-0091 | Pavement Marking, Type 1 (ONLY) | EA | $ 100.00 |
| 652-0100 | Pavement Marking, RR/HWY Symbol | EA | $ 250.00 |
| 652-0120 | Pavement Marking, Arrow, Tp 2 | EA | $ 55.00 |
| 652-0130 | Pavement Marking, Arrow, Tp 3 | EA | $ 75.00 |
| 652-5451 | Solid Traffic Stripe, 5 in, White | LF | $ 0.40 |
| 652-5452 | Solid Traffic Stripe, 5 in, Yellow | LF | $ 0.40 |
| 652-5701 | Solid Traffic Stripe, 24 in, White | LF | $ 3.00 |
| 652-5801 | Solid Traffic Stripe, 8 in, White | LF | $ 1.00 |
| 652-6501 | Skip Traffic Stripe, 5 in, White | GLF | $ 0.35 |
| 652-6502 | Skip Traffic Stripe, 5 in, Yellow | GLF | $ 0.35 |

| | | | |
|---|---|---|---|
| 652-9001 | Traffic Stripe, White | SY | $ 3.50 |
| 652-9002 | Traffic Stripe, Yellow | SY | $ 3.50 |
| | **THERMOPLASTIC** | | |
| 653-0100 | Pavement Marking, RR/HWY Symbol | EA | $ 595.00 |
| 653-0120 | Thermoplastic Pavement Marking, Arrow, Type 2 | EA | $ 85.00 |
| 653-0130 | Pavement Marking, Arrow, Tp 3 | EA | $ 105.00 |
| 653-0210 | Pavement Marking, Type 1 (ONLY) | EA | $ 150.00 |
| 653-1501 | Thermoplastic Solid Traffic Stripe, 5 in, White | LF | $ 0.65 |
| 653-1502 | Thermoplastic Solid Traffic Stripe, 5 in, Yellow | LF | $ 0.65 |
| 653-1704 | Thermoplastic Solid Traffic Stripe, 24 in, White | LF | $ 9.75 |
| 653-1804 | Thermoplastic Solid Traffic Stripe, 8 in, White | LF | $ 3.25 |
| 653-3501 | Thermoplastic Skip Traffic Stripe, 5 in, White | GLF | $ 0.50 |
| 653-3502 | Thermoplastic Skip Traffic Stripe, 5 in, Yellow | GLF | $ 0.50 |
| 653-9001 | Thermoplastic Traffic Stripe, White | SY | $ 7.50 |
| 653-9002 | Thermoplastic Traffic Stripe, Yellow | SY | $ 7.50 |
| | | | |
| 654-1003 | Raised Pavement Markers, Type 3 | EACH | $ 7.50 |
| 656-3600 | Remove Existing Traffic Stripes & Markings, All Kinds & Types By GRINDING | SY | $ 22.50 |
| | Minimum Move-in Amount | EACH | $ 5,000.00 |
| | | | |
| | | | |

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden.

## IV. COVENANTS OF CONTRACTOR

### A. Expertise of Contractor

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

### B. Budgetary Limitations

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

### C. County's Reliance on the Work

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

### D. Contractor's Reliance on Submissions by the County

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

### E. Contractor's Representative

_____ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

## F. Assignment of Agreement

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

## G. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

## H. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Contractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of

this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

## I. Insurance

(1) Requirements:

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

(2) Minimum Limits of Insurance:

Contractor shall maintain the following insurance policies with limits no less than:

(a) Comprehensive General Liability of $1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(b) Comprehensive Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Professional Liability of $1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.

(d) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County in writing.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.

(ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.

(iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.

(v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled,

reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

## J. <u>Employment of Unauthorized Aliens Prohibited</u> – E-Verify Affidavit

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, **or**

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

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or

Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

____ 500 or more employees.

✓ 100 or more employees.

____ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

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

**K. Records, Reports and Audits**

(1) Records:

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

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

## L. Conflicts of Interest

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

## M. Confidentiality

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

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

## N. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional,

county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

**O. Key Personnel**

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

**P. Authority to Contract**

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

**Q. Ownership of Work**

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

**R. Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or

applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement.

## V. COVENANTS OF THE COUNTY

### A. Right of Entry

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

### B. County's Representative

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

## VI. TERMINATION

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

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

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

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

## VII. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not

subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

## VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

## IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

## X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

## XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

## XII. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

## XIII. NOTICES

### A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between _____ for the County and _____ for the Contractor.

### B. Official Notices

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

County Manager
Cherokee County Board of Commissioners

_____

_____

**NOTICE TO THE CONTRACTOR** shall be sent to:

_____

Future changes in address shall be effective only upon written notice being given by the County to Contractor or by Contractor to County Manager via one of the delivery methods described in this Section.

## XIV. WAIVER OF AGREEMENT

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.

## XV. NO THIRD PARTY RIGHTS

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

## XVI. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

## XVII. FORCE MAJEURE

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

**IN WITNESS WHEREOF** the County and the Contractor have executed this Agreement effective as of the date the last Party executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

_____
County Attorney

**CONTRACTOR:**

_____
By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

_____
**Witness**

_____
Notary Public

[NOTARY SEAL]

**My Commission Expires:**

_____

**CHEROKEE COUNTY**

_____
By: _____
Its: _____

[COUNTY SEAL]

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

_____
Witness

_____
**Notary Public**

[NOTARY SEAL]

**My Commission Expires:**

_____

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 3rd day of February, 2014

PEEK PAVEMENT MARKING, LLC

(Name of Organization)

Estimator - Brad Dye

(Title of Person Signing)

Brad Dye

(Signature)

ACKNOWLEDGEMENT

STATE OF Georgia )
) ss
COUNTY OF Harris )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 3rd day of February 2014.

Tammy Harbuck

Notary Public Signature

TAMMY HARBUCK NOTARY PUBLIC COMMISSION EXPIRES July 24, 2017 HARRIS COUNTY, GA

My Commission Expires:

**EXHIBIT "A"**

**STATE OF GEORGIA**
**COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

41699
Federal Work Authorization User Identification Number

3-15-07
Date of Authorization

Peek Pavement marking LLC
Name of Contractor

RFB No. 2014-19
Name of Project

Cherokee Co. Govt.
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Feb., 3, 2014 in Columbus (city), GA (state).

Brad Dye
Signature of Authorized Officer or Agent

Brad Dye Estimator
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 3rd DAY OF February, 2014.

Tammy Harbuck
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

TAMMY HARBUCK NOTARY PUBLIC COMMISSION EXPIRES July 24, 2017 HARRIS COUNTY, GA

**EXHIBIT "B"**

"NA"

**STATE OF GEORGIA**
**COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

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

Executed on _____, ___, 201__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,201__.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

**EXHIBIT "C"**

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

# Cherokee County
# Board of Commissioners

Department of Transportation
1130 Bluffs Parkway
Canton, Georgia 30114

## Bid Documents
## RFP: 2014-19
## Annual Traffic Striping and Pavement Marking Installation

RFB No.: 2014-19

BID DATE: February 5, 2014

# Bid Proposal

## Table of Contents

# Notice to Contractors
## RFB No.: 2014-19

The Cherokee County Engineering Department, Roadway Capital Program Management Division, is requesting bids for the following project: Annual Traffic Striping and Pavement Markings Installation project, both paint and thermoplastic, on various streets and roads throughout Cherokee County, as per current Georgia DOT Standards and Specifications. Bidders must be unconditionally qualified prospective bidders in accordance with Chapter 672-5 of the Rules of the Georgia Department of Transportation.

If your company is interested in submitting a bid for this project, please provide three (3) copies of your bid in a sealed envelope of sufficient size with the following clearly typed or printed on the outside.

1. Company Name
2. Project Number
3. Bid Number:
4. Date and Hour of Opening
5. Georgia Department of Transportation Prequalified Contractor Number

Sealed bids will be received by The Board of Commissioners of Cherokee County, Georgia in the Office of Purchasing, 1130 Bluffs Parkway, Canton, Georgia 30114, until 9:50 a.m. local time Wednesday, February 5, 2014. At 10:00 a.m. local time on the above date, the bids will be opened and read aloud.

Any inquiries concerning this bid should be made in writing to Geoffrey E. Morton, P.E., Public Works Agency Director/County Engineer, 1130 Bluffs Parkway, Canton, Georgia 30114. The deadline for making inquiries is 5:00 p.m. local time Wednesday, January 29, 2014. Cherokee County shall inform all bidders of its response to any inquiries that may lead to the issuance of an addendum.

The work to be done consists of the furnishing of all material, labor and equipment for the following project:

Annual Traffic Striping and Pavement Markings Installation project, both paint and thermoplastic, on various streets and roadways throughout Cherokee County, as per current Georgia DOT Standards and Specifications, if and where directed by the County.

The bidder is required to submit only the Bid Proposal, which includes:

1. Completed Bid Proposal Form
2. Completed Schedule of Items (sign each page)
3. Noncollusion Affidavit of Prime Bidder

Bidding Documents are open to the public at the Cherokee County Engineering Department, Roadway Capital Program Management Division, 1130 Bluffs Parkway, Canton, Georgia 30114.

A complete set of documents may be obtained from the Cherokee County Engineering Department, Roadway Capital Program Management Division, 1130 Bluffs Parkway, Canton, Georgia 30114. Telephone: (678) 493-6077.

All work performed for this project will be in accordance with current Georgia Department of Transportation Standard Specifications For Construction of Roads and Bridges.

The Bidder shall be responsible for performing at least 50 percent of the work in this contract. The Bidder shall not sub-contract, transfer, assign or otherwise dispose of the contract or any portion thereof, without the written consent of the County. The Cherokee County Board of Commissioners reserves the right to reject all bids and waive formalities. Any claims for cost incurred by any Bidder in preparation of any part of or total package for this project will not be considered for reimbursement by Cherokee County.

The Bidding Documents consist of the following, including all addenda issued therewith and forms referenced therein, in addition to the plans:

Notice to Contractors
Bid Proposal
Completed Schedule of Items
Noncollusion Affidavit of Prime Bidder
Sample Contract
General Conditions
Special Conditions

County reserves the right to accept or reject any and all proposals submitted in response to this RFP, or refuses to enter into any contract resulting from any proposal submitted, without expense to County.

County reserves the right to withdraw this RFP at any time without prior notice, and makes no representations that any contract will be awarded to any Proposer responding to this RFP. County expressly reserves the right to postpone proposal opening for its own convenience, to waive any informality or irregularity in the proposals received, and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection.

Geoffrey E. Morton, P.E.
Public Works Agency Director/County Engineer

# PROPOSAL

Bid Proposal (page 1 of 3)

Proposal THI Services, Inc. of
(Hereinafter called "Bidder") a contractor organized and existing under the laws of the State of North Carolina and doing business as THI Services, Inc.

Georgia Department of Transportation Prequalified Contractor No. 2TM042.

TO: Cherokee County (Hereinafter called "County")

Gentlemen:

The Bidder in compliance with your Notice to contractors and all Bidding Documents for the annual traffic striping and pavement markings installation project, both paint and thermoplastic, on various streets and roads throughout Cherokee County, having examined the plans and specifications with related documents and the site of other proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract, on the form provided by Cherokee County, with Cherokee County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, the intent, and completion of the Contract, shall be deemed to have been included in the price bid for the various items scheduled.

Bidder agrees to provide payment and performance bonds on the forms provided by Cherokee County and in conformance with applicable Georgia law. Any such bonds shall be subject to review and approval of the County Attorney.

Bidder, if successful, prior to commencement of the work shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment with seven (7) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work as specified by the schedule in Special Provision Section 108-08 of the Georgia Department of Transportation Standard Specifications, current edition.

Bidder acknowledges receipt of the following addenda:

Addendum 1

The undersigned Bidder further agrees that in case of failure on his part to execute said contract and bonds, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after notification of award thereof, the Bid Bond or certified check accompanying his bid and the money payable hereon shall be forfeited to the County not as a penalty, but as liquidated damages because actual damages would be difficult or impossible to determine; otherwise, the check or Bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by the direct increase or decrease.

The full name and residence of persons or parties interested in the foregoing bid as principals, are named as follows:

Leonard E. Langevin - CEO

4 Master Dr.

Franklin, MA 02038

Cherokee County, Georgia

Signed, sealed, and dated this 30th Day of January, 2014.

Bidder: TMI Services, Inc
(Company Name)

By: [illegible]

Title: President

Mailing Address: 4 Master Dr.
Franklin, MA 02038

## NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Massachusetts )
)ss.
County of Norfolk )

Terri S. Mitchell, being first duly sworn, deposes and says that:

(1) He is President (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive of sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cherokee County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) [signature]

Name Terri S. Mitchell

Title President

Subscribed and Sworn to before me
this 30 Day of January, 2014.

Cindy M Morelli (SEAL)

# BID ITEMS

| Item No. | Item Description | Unit | Unit Price |
|---|---|---|---|
| | **PAINT** | | |
| 652-0091 | Pavement Marking, Type 1 (ONLY) | EA | 60.00 |
| 652-0100 | Pavement Marking, RR/HWY Symbol | EA | 200.00 |
| 652-0120 | Pavement Marking, Arrow, Tp 2 | EA | 35.00 |
| 652-0130 | Pavement Marking, Arrow, Tp 3 | EA | 40.00 |
| 652-5451 | Solid Traffic Stripe, 5 in, White | LF | .10 |
| 652-5452 | Solid Traffic Stripe, 5 in, Yellow | LF | .09 |
| 652-5701 | Solid Traffic Stripe, 24 in, White | LF | 2.50 |
| 652-5801 | Solid Traffic Stripe, 8 in, White | LF | .90 |
| 652-6501 | Skip Traffic Stripe, 5 in, White | GLF | .07 |
| 652-6502 | Skip Traffic Stripe, 5 in, Yellow | GLF | .07 |
| 652-9001 | Traffic Stripe, White | SY | 2.75 |
| 652-9002 | Traffic Stripe, Yellow | SY | 2.75 |
| | **THERMOPLASTIC** | | |
| 653-0100 | Pavement Marking, RR/HWY Symbol | EA | 350.00 |
| 653-0120 | Thermoplastic Pavement Marking, Arrow, Type 2 | EA | 65.00 |
| 653-0130 | Pavement Marking, Arrow, Tp 3 | EA | 75.00 |
| 653-0210 | Pavement Marking, Type 1 (ONLY) | EA | 120.00 |
| 653-1501 | Thermoplastic Solid Traffic Stripe, 5 in, White | LF | .34 |
| 653-1502 | Thermoplastic Solid Traffic Stripe, 5 in, Yellow | LF | .35 |
| 653-1704 | Thermoplastic Solid Traffic Stripe, 24 in, White | LF | 5.00 |
| 653-1804 | Thermoplastic Solid Traffic Stripe, 8 in, White | LF | 2.30 |

| | | | |
|---|---|---|---|
| 653-3501 | Thermoplastic Skip Traffic Stripe, 5 in, White | GLF | .22 |
| 653-3502 | Thermoplastic Skip Traffic Stripe, 5 in, Yellow | GLF | .22 |
| 653-9001 | Thermoplastic Traffic Stripe, White | SY | 3.75 |
| 653-9002 | Thermoplastic Traffic Stripe, Yellow | SY | 3.75 |
| | | | |
| | | | |
| 654-1003 | Raised Pavement Markers, Type 3 | EACH | $ 3.25 |
| 656-3600 | Remove Existing Traffic Stripes & Markings, All Kinds & Types | SY | $ 9.00 |
| | Minimum Move-in Amount | EACH | $ 3000.00 |
| | | | |

**Cherokee County Government**
Capital Program Management
403 Chattin Drive
Canton, GA 30115
770-345-3386
Fax 770-345-3387

January 14, 2014

Bid No.: 2014-19
Project: Annual Traffic Striping and Pavement Marking Installation

# Addendum 1

## Clarification

Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems; 2013 edition requirements, apply to all bid items.

Include receipt of this addendum in your Bid Documents.

# Cherokee County, Georgia
## Agenda Request

SUBJECT: Authorize Equipment Purchase MEETING DATE: 3/4/2014

SUBMITTED BY: Cliff Harden, Director Roads and Bridges

COMMISSION ACTION REQUESTED:

Award purchase order in the amount of $80,750 to the low bidder, Reynolds-Warren Equipment Company, for the acquisition of a roller machine for Roads and Bridges; funding is from budgeted SPLOST V monies.

FACTS AND ISSUES:

RFB#2014-14 was released on January 2, 2014 for sealed bids for a Case DV207 (or an equivalent machine) Roller to for the Roads and Bridges Department. Three (3) companies provided bids for four (4) different machines as per the attached Procurement Summary.

The low bid is for a SAKAI SW652 Roller machine which has a few hours on it and was used as a demo machine. The Roads and Bridges staff tested and inspected the machine and found it to be not only satisfactory but found it to exceed operational expectations for stability. The Procurement and Risk Management Department concur with awarding the purchase to the low bidder.

BUDGET:

| | | |
|---|---|---|
| Budgeted Amount: | $650,000 | Account Name: SPLOST V – Machinery |
| Amount Encumbered: | $0 | Account #: 34214000-542100-50013 |
| Amount Spent to Date: | $0 | |
| Amount Requested: | $80,750 | |
| Remaining Budget: | $569,250 | |

Budget Adjustment Necessary: Yes ☐ No ■ If yes, please attach budget amendment form.
Contract or Amendment: Yes* ☐ No ■ *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes ☐ No ■

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Award purchase order in the amount of $80,750 to the low bidder, Reynolds-Warren Equipment Company, for the acquisition of a roller machine for Roads and Bridges.

REVIEWED BY:

DEPARTMENT HEAD: Cliff Harden

AGENCY DIRECTOR: Geoffrey E. Morton

COUNTY MANAGER

# Procurement Summary

| | |
|---|---|
| **Date Submitted:** | **20-Feb-14** |
| **Submitted by:** | **Kristi Thompson** |
| **PSA Number:** | **2014-14** |
| **Value of Contract:** | **$80,750** |
| **Period of Performance:** | **30 Days** |
| **Supplier Name:** | Reynolds-Warren Equipment Co |
| **General Description:** | SAKAI SW652 Roller |
| **Source of Funds:** | SPLOST 2012 - 34216000-542200-60013 |

**Contract Information**

**Proposed Contract Type**

| | |
|---|---|
| | Standard Professional Services Agreement |
| | PSA with Exceptions Approved by Counsel |
| | Supplier Agreement Approved by Counsel |
| X | Standard Purchase Order |

**Formal Advertised Procurement:** Yes [X] No* [ ]

**Number of Bidders Contacted / Number of Bids Received:** 4 & Web | 3

**Supplier Selection Based on:**

| | |
|---|---|
| | Only One Bidder |
| X | Lowest Bidder |
| | Lowest Evaluated Bidder |
| | Highest Proposal Scoring |
| | Other* |

*

| Weight | Evaluation Criteria |
|---|---|
| X | Price |
| | Service Plan / Delivery Timing |
| | Equipment Capabilities |
| | Quality Assurance Program |
| | Transition Plan |

**If Award to Non-County Business:**
(If Applicable)

| | |
|---|---|
| X | No *Cherokee County* Business submitted bid/proposal |
| | CC Business bid/proposal was non-responsive/not-responsible |
| | CC Business not within 5% of Low Bid (for consideration) |
| | CC Business Total Evaluated Score Inadequate (for consideration) |

**Summary of Analysis / Scoring**

| Total Score* | Price* | Bidder | Location | Rep Brand |
|---|---|---|---|---|
| | $ 80,750.00 | Reynolds-Warren | Lake City, GA | SAKAI SW652 [1] |
| | $ 84,500.00 | Reynolds-Warren | Lake City, GA | SAKAI SW652 |
| | $ 102,026.00 | Flint Equipment Co | Atlanta, GA | Dynapac CC2200 |
| | $ 107,897.76 | Boder Equipment | Conley, GA | CASE DV207 |
| | $ 109,275.00 | Yancey Brothers | Atlanta, GA | Caterpillar CB44B |
| | | | | |
| | | | | |

**Fair Price Determination:**

| Method | Price Analysis Type |
|---|---|
| X | Lowest Bidder |
| | Lowest Evaluated Bidder |
| | Best Pricing Among Comparable Features / Supplier |
| | Market Analysis or Market Pricing |
| | State Contract Pricing |
| | Other, see attached price analysis. |

**Important Price Evaluation Notes:**

**Why Other Than Low Bidder Selected:**
(If Applicable)

***Notes:**

1. Delivery is immediate; this is demo model with few hours on it. Road and Bridges staff test drove and worked machine and found it to be more than acceptable.

Average Price: $96,889.75
Hi Price: $109,275
Low Price: $80,750
Savings Over Average: $16,239.75 Savings Over Hi Price: $28,525

**Cherokee County, Georgia**
**Agenda Request**

Agenda No.
2.7

SUBJECT: STOP VAWA CJSI GRANT MEETING DATE: MARCH 4, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

APPROVE SUBMISSION OF CONTINUATION APPLICATION FOR STOP VAWA CRIMINAL JUSTICE SYSTEM IMPROVEMENT (CJSI) GRANT

FACTS AND ISSUES:

- FEDERAL AWARD AMOUNT IS $70,000 FOR 2014. (FEDERAL AWARD AMOUNT FOR 2013, 2012, 2010 WAS $80,000 PER YEAR.)
- REQUIRED MATCH AMOUNT IS $23,333– MATCH IS SATISFIED WITH EXISTING PERSONNEL. **MATCH WILL NOT REQUIRE ANY NEW COUNTY FUNDS.**
- 12 MONTH GRANT, AWARD PERIOD IS JANUARY 1, 2014 – DECEMBER 31, 2014. GRANT IS ADMINISTERED BY CRIMINAL JUSTICE COORDINATING COUNCIL.
- RENEWABLE YEARLY AS FEDERAL FUNDING ALLOWS.
- GRANT WILL CONTINUE VIOLENCE AGAINST WOMEN PROSECUTION UNIT. FEDERAL AWARD WILL FUND A PROSECUTOR AND AID IN PARTIALLY FUNDING AN EXISTING FULL TIME INVESTIGATOR.
- CRIMES ASSIGNED TO THE UNIT ARE SEXUAL ASSAULT, DOMESTIC VIOLENCE, AND STALKING.

BUDGET:

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

Budget Adjustment Necessary: NO

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: Shea Wall

COUNTY ATTORNEY:

COUNTY MANAGER:

REFERENCE NO.: 11xxx

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

FEB 20 2014

## SUBGRANT AWARD

**SUBGRANTEE:** Cherokee County Board of Commissioners

**IMPLEMENTING AGENCY:** Cherokee County

**FUNDING CATEGORY:** Prosecution

**SUBGRANT NUMBER:** W13-8-043

**FEDERAL FUNDS:** $ 70,000

**MATCHING FUNDS:** $ 23,333

**TOTAL FUNDS:** $ 93,333

**GRANT PERIOD:** 01/01/14-12/31/14

Award is hereby made in the amount and for the period shown above for a grant under the Violence Against Women Act (VAWA) as set out in Title IV, of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322. The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the previously executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Violence Against Women Act. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

**AGENCY APPROVAL**

Jacqueline Bunn, Director
Criminal Justice Coordinating Council

Date Executed: 01/01/14

**SUBGRANTEE APPROVAL**

Signature of Authorized Official Date

L.B. Ahrens, Jr., Chairman
Typed Name & Title of Authorized Official

58-6000799-003
Employer Tax Identification Number (EIN)

**********

INTERNAL USE ONLY

| TRANS CD | REFERENCE | ORDER | EFF DATE | TYPE | PAY DATE | INVOICE | CONTRACT # |
|---|---|---|---|---|---|---|---|
| 102 | 11xxx | 1 | 01/01/14 | 9 | | ** | W13-8-043 |
| OVERRIDE | ORGAN | CLASS | PROJECT | | | VENDOR CODE | |
| 2 | 46 | 4 | 11yy2 | | | | |

| ITEM CODE | DESCRIPTION 25 CHARACTERS | EXPENSE ACCT | AMOUNT |
|---|---|---|---|
| 1 | PROSECUTION | 624.41 | $ 70,000 |

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT # 2013-WF-AX-0013



ADJ REQUEST #: 1

REQUEST DATE: 1/1/14

SUBGRANTEE: Cherokee County Board of Commissioners

SUBGRANT #: W13-8-043

FUNDING CATEGORY: Prosecution

NATURE OF ADJUSTMENT:

Mark all that apply.

Adjustments of each type shown should be entered in the section indicated.

| | | | |
|---|---|---|---|
| ___ | REVISED BUDGET . . . . . | Go To . . . . | SECTION I |
| ___ | PROJECT PERIOD AND/OR EXTENSION. | Go To . . . . | SECTION II |
| X | PROJECT OFFICIALS/ADDRESSES. . . | Go To . . . . | SECTION III |
| X | PROJECT PERSONNEL. . . . . | Go To . . . . | SECTION III |
| ___ | GOALS AND OBJECTIVES. . . . . | Go To . . . . | SECTION III |
| ___ | OTHER. . . . . | Go To . . . . | SECTION III |

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

| | CURRENT APPROVED | REVISIONS +/- | REVISED BUDGET |
|---|---|---|---|
| PERSONNEL | $ 93,333 | | |
| EQUIPMENT | 0 | | |
| SUPPLIES | 0 | | |
| TRAVEL | 0 | | |
| PRINTING | 0 | | |
| OTHER | 0 | | |
| TOTAL | $ 93,333 | | |
| Federal | $ 70,000 | | |
| Match | $ 23,333 | | |

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD
Start Date: 01/01/14
End Date: 12/31/14

REQUESTED GRANT PERIOD
Start Date: _____
End Date: _____

FOR EXTENSION,
# OF MONTHS: _____

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

Shannon Wallace, District Attorney, is the Project Director (swallace@cherokeega.com).
Samad Mubeen is acting VAW Unit Prosecutor while VAW Unit Prosecutor Rebekah Shelnutt is on military leave, returning 9/1/14.
Kara Changnon is VAW Unit Investigator.
Victim Advocate Heather Chamblee and Secretary Cheryl Marshall are match employees for the VAW Unit.

CONTINUED ON NEXT PAGE

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT # 2013-WF-AX-0013



ADJ REQUEST #: 1

REQUEST DATE: 1/1/14

SUBGRANTEE: Cherokee County Board of Commissioners

SUBGRANT #: W13-8-043

FUNDING CATEGORY: Prosecution

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

Samad Mubeen is VAW Unit Prosecutor @ 100% from 1/1/14 - 8/30/14 @ salary of $51,350/ year. Upon return from military leave,Rebekah Shelnutt is VAW Prosecutor @ 100% from 9/1/14 - 12/31/14 @ salary of $54,482/year.

Kara Chagnon is the VAW Unit Investigator @ 17% from 1/6/14 - 12/31/14 @ salary of $42,436/year. Match personnel are Victim Advocate Heather Chamblee at 25% with salary of $36,056/year and Secretary Cheryl Marshall at 27% with salary of $31,020/year.

SUBMITTED BY:

| Signature of Financial Officer or Project Director | Chairman<br>Title | Date |
|---|---|---|

CJCC ROUTING AND APPROVALS:

| | Approval | Disapproval | Reviewer Signature |
|---|---|---|---|
| Reviewed By: | | | |
| Authorized By: | | | |

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

## Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

L.B. Ahrens Jr., Chairman
Name and Title of Authorized Representative

Signature Date

Cherokee County Board of Commissioners
Name of Organization

1130 Bluffs Parkway Canton, GA 30114
Address of Organization

SIGN HERE

# CRIMINAL JUSTICE COORDINATING COUNCIL
## REIMBURSEMENT SELECTION FORM

**SUBGRANT NUMBER:** W13-8-043

**AGENCY NAME:** Cherokee County Board of Commissioners

**1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)**

☐ **MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)

☒ **QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

**2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)**

☒ **ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below. **A voided check must be attached to ensure proper routing of funds.)**

**BANK NAME:** Wells Fargo

**BANK ROUTING NUMBER:** 061000227

**BANK ACCOUNT NUMBER:** 2000138974925

**AGENCY CONTACT NAME:** Kristi Thompson

**AGENCY CONTACT TELEPHONE NUMBER:** 770-721-7805

**AGENCY AUTHORIZED OFFICIAL NAME AND TITLE:** L.B. Ahrens, Jr., Chairman

**AGENCY AUTHORIZED OFFICIAL SIGNATURE:** _____

HERE

☐ **CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

**MAILING ADDRESS:** _____

**CITY, STATE & ZIP:** _____

**ATTENTION:** _____

**AGENCY AUTHORIZED OFFICIAL SIGNATURE:** _____

PLEASE ENDORSE ALL CHECKS AND LIST EACH SEPARATELY.

| | DOLLARS | CENTS |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |

ENTER TOTAL OF CHECKS HERE →

WACHOVIA
Wachovia Bank, N.A.
wachovia.com

DATE _____

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

| | DOLLARS | CENTS |
|---|---|---|
| CURRENCY | | |
| COINS | | |
| TOTAL CASH | | |
| FRONT SIDE TOTAL | | |
| | | |

CHEROKEE COUNTY GOVT
OPERATING ACCT COMMISSIONERS
1130 BLUFFS PARKWAY
CANTON, GA 30114-5632

64-22/610
BRANCH 45309

TOTAL ITEMS

TOTAL DEPOSIT $

⑆540505256⑆ 2000138974925⑈

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

**CRIMINAL JUSTICE COORDINATING COUNCIL**

**S.T.O.P. VIOLENCE AGAINST WOMEN ACT GRANT PROGRAM**

**SPECIAL CONDITIONS**

**SUBGRANTEE:** Cherokee County

**SUBGRANT NUMBER:** W13-8-043

1. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

   Initials SGW

2. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

   Initials SGW

3. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

   In addition, subgrantees that provide hotline services will provide documentation of a contract for 24 hour language interpretation services for callers who do not speak English Subgrantees that provide hotline services will ensure that its TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures.

   Initials SGW

4. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits recipients from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

   Faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

   Initials SGW

5. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, Criminal Justice Coordinating Council investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, Criminal Justice Coordinating Council selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

   Initials SGW

6. In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5).

   Initials SGW

7. In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

   If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

   If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

   If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

   The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to the Criminal Justice Coordinating Council upon request.

   Initials SGW

8. Subgrantee agencies are required by Criminal Justice Coordinating Council to clearly post a non-discrimination policy in accordance with the subconditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination with the subgrantee agency.

   In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability then your organization must submit a copy of the finding to Criminal Justice Coordinating Council and to OCR for review.

   Initials SGW

9. The subgrantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

   Initials SGW

10. Pursuant to U.S. Attorney General Order No. 23532001, and O.C.G.A. §50 - 36 1(d), public or private nonprofit service providers that deliver inkind (noncash) services necessary to protect life or safety and do not charge for

said services based on the recipients' income, may neither require clients seeking their organization's services to verify their immigration status nor deny services based on the clients' legal status. (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 23532001) 66 FR 3613.) Agencies providing said services shall establish a policy ensuring all victims have access to services regardless of immigrant status, and shall promulgate same with staff and clients seeking services.

Any law enforcement or prosecution subgrantee that provides inkind (noncash) services necessary to protect life or safety and does not charge for said services based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 23532001) 66 FR 3613.; O.C.A §17-5-100(f)).

Initials SGW

11. The subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

    Initials SGW

12. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subgrantees that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

    Initials SGW

13. The subgrantee agrees to abide by all administrative and financial guidelines as stipulated in the current edition of the Office of Justice Program's Financial Guide for Grants available at http://www.ojp.usdoj.gov/financialguide/. All services paid by federal and/or matching funds must have a valid contract that has been preapproved by the Criminal Justice Coordinating Council to ensure compliance with federal and state guidelines and statutes.

    Initials SGW

14. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.

    Initials SGW

15. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes: (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and(b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award. In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

Initials SDW

16. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.

    Initials SDW

17. The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.

    Initials SDW

18. The grantee agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence and/or stalking curriculum for primary or secondary schools. The grantee further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.

    Initials SDW

19. The grantee agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and outreach to victims about available services.

    Initials SDW

20. The subgrantee agrees to comply with the organizational audit requirements of the Single Audit Act as detailed in OMB Circular A133, Audits of States, Local Governments and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A133 audits (and any other audits of OJP grant funds) are not satisfactory and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19. The CFDA number for this grant program is 16.575.

    Initials SDW

21. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted to Criminal Justice Coordinating Council. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

    Initials SDW

22. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance governing the use of federal funds for expenses related to conferences, meeting, training, and events, including the provision of food and/or beverages at such events and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

    Initials SDW

23. The subgrantee agrees to comply with all the requirements of 28 CFR Part 22, the Department of Justice's Regulations on the Confidentiality of Identifiable Research and Statistical Information. The subgrantee agrees that any information identifiable to a private person that is collected as part of this grant will be used for research and statistical purposes only and acknowledges that 42 U.S. C. Section 3789 (g) provides that these data are immune from legal process. The subgrantee agrees to follow all the requirements for subject notification (28 CFR Section

22.27), information transfer agreements (28 CFR Sections 22.24 and 22.26), and final disposition of data (28 CFR Section 22.25).

Initials SDW

24. The subgrantee agrees that consultant/contractor fees in excess of $450.00 per eight hour day ($56.25 per hour) must have prior approval from the Office of Justice Programs and the Criminal Justice Coordinating Council.

Initials SDW

25. The subgrantee understand and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdojtraininggguidingprincples.htm.

Initials SDW

26. The recipient agrees that information on race, sex, national origin, age, and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

Initials SDW

27. Law enforcement equipment - The grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as, uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.

Initials SDW

28. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the Criminal Justice Coordinating Council grant specialist or auditor for this subaward, and if so requested by Criminal Justice Coordinating Council will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials SDW

29. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials SDW

30. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in nonfederal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials SDW

31. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest,

bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subgrantees. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499
or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

Initials SGW

32. The recipient understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on recipient's funds for noncompliance with any of the requirements of 42 U.S.C. 3796gg-4 (regarding rape exam payments), 42 U.S.C. 3796gg-4(e) (regarding judicial notification), 42 U.S.C. 3706gg-5 (regarding certain fees and costs), and 42 U.S.C. 3796gg-8 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

Initials SGW

33. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Initials SGW

34. The subgrantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

The subgrantee agrees to comply with the NEPA and other related federal environmental impact analysis requirements if the subgrantee engages in one or more of the following activities and the activity needs to be undertaken in order to use grant funds, whether or not the activities specifically are funded with federal funds: new construction; minor renovation or remodeling of a property either a) listed on or eligible for listing on the National Register of Historic Places or b) located within a 100-year flood plain; a renovation, lease, or any other proposed use of a building or facility that either will a) result in a change in its basic prior use or b) significantly change its size; and, implementation of a new program involving the use of chemicals other than those a) purchased as an incidental component of a funded activity and b) traditionally used, for example, in office, household, recreational, or educational environments.

Initials SGW

35. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials SGW

36. Subgrantee agencies agree to comply with the core services applicable to their agency type as outlined in the Request for Applications and the application submitted for 2013 Competitive Awards. Subgrantee agencies are responsible for ensuring that their agency meets the minimum requirements and maintains all documentation applicable to its requirements.

    Initials SDW

37. The subgrantee agrees to comply with the Criminal Justice Coordinating Council Subgrantee Programmatic and Fiscal Compliance Policy available at http://1.usa.gov/15txaOs. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

    Initials SDW

38. All nonprofit organizations shall comply fully with the requirements set forth in the Official Code of Georgia Annotated, Chapter 50-20, and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

    Initials SDW

39. The subgrantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanction against their abusers; the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

    Initials SDW

40. Subgrantees who provide emergency shelter agree that, if their agency cannot house a victim, they will identify available resources and assist the victim in developing and implementing a feasible plan to access other emergency shelter.

    Initials SDW

41. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to the Criminal Justice Coordinating Council regarding the receipt and expenditure of these funds by January 30 each year per O.C.G.A. § 15-21-132.

    Initials SDW

42. Subgrantee agencies agree to comply with the core services training and continuing education requirements applicable to their agency type as outlined in the Request for Applications and the application submitted for 2013 Competitive Awards. Subgrantee agencies are responsible for ensuring that their agency's staff meets the minimum training requirements and continuing education and maintains all applicable documentation.

    Initials SDW

43. The subgrantee agress that all fully or partially grant-funded staff and his/her supervisor must attend a victim's compensation training hosted through the Criminal Justice Coordinating Council during the grant year. Training hours may be used to satisfy part of the training requirements specified by the subgrantee ageny's core service requirements.

    Initials SDW

44. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

    The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

    Initials SRW

45. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

    Initials SRW

46. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

    Initials SRW

47. The subgrantee agrees to submit all materials to be printed with grant funds to the Criminal Justice Coordinating Council for approval no later than 30 days prior to sending them to the printer. Criminal Justice Coordinating Council reserves the right to disallow reimbursement for all or part of any proposed publication.

    Initials SRW

48. All materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice, Office on Violence Against Women.

    Initials SRW

49. If the subgrantee uses STOP funds to provide any training to persons outside their agency, they agree to submit an agenda and any training materials to be paid for with the STOP grant for CJCC's approval no later than 30 days prior to the scheduled training.

    Initials SRW

50. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit an annual electronic progress report on program activities and program effectiveness measures. Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of victims receiving requested services; 2) number of persons seeking services who could not be served; 3) number and percentage of arrests relative to the number of police responses to domestic violence incidents; 4) number of sexual assault nurse examiners trained; and 5) number of victim advocates supported by grant funding.

    i. Statistical data describing project performance from programs providing direct victim services must be submitted to the Criminal Justice Coordinating Council using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 30, April 30, July 30, and October 30. The fourth quarter report, due to Criminal Justice Coordinating Council October 30, requires subgrantees to complete the narrative section included with that quarter's statistical report.
    ii. Statistical data describing project performance from programs providing Criminal Justice System

Improvement (CJSI) activities must be submitted to the Criminal Justice Coordinating Council using the Criminal Justice Services Statistical Report (CJSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due semiannually on January 30 and July 30. The report due to CJCC on January 30 requires subgrantees to complete the narrative section included.

iii. Performance Reports describing program outcomes (OPM) that reflect changes in clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective type of program on their client surveys. Programs are required to follow the Criminal Justice Coordinating Council Data Collection Guidelines and report on the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs may not match totals reported for outcomes since outcomes are collected from clients only at the substantial completion of services. The performance reports are due semiannually on May 30th and November 30th.

Initials SBW

51. If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to the Criminal Justice Coordinating Council.

Initials SBW

52. All VAWA Criminal Justice System Improvement (CJSI) subrecipients must provide a 25% match contribution of cash or in-kind dollars. VAWA subrecipients for victim services programs and all SASP subrecipients are exempt from a match requirement.

Initials SBW

53. VAWA CJSI subrecpients may submit match through inkind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is $12.00 per hour. Higher rates must be pre-approved by CJCC.

If using volunteers the subgrantee agrees to utilize project volunteers that provide direct services. In order to comply with this requirement, the subgrantee shall furnish a written job description indicating what types of direct services the volunteer will provide. With each SER the subgrantee shall provide a listing of all project volunteers that provide direct services using the Monthly Volunteer Time Record available at http://cjcc.georgia.gov/outcome-performance-tools-1

Initials SBW

54. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrants shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials SBW

55. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees with greater than 500 employees shall register with the federal work authorization system, E-Verify, and provide Criminal Justice Coordinating Council with its eligibility verification system user number by January 1, 2014. Private employer subgrantees with greater than 100 but fewer than 500 employees shall also register with the federal work authorization system and submit to Criminal Justice Coordinating Council its eligibility verification system user number by July 1, 2014. Private employer subgrantees with more than ten employees but fewer than 100 employees shall register with the federal work authorization system and submit to Criminal Justice Coordinating Council its eligibility verification system user number by July 1, 2014.

Initials SBW

56. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

    Initials SDW

57. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with application forms and procedures, obtaining necessary documentation, and/or checking on their claim status, and following up with the Board of Appeals as applicable.

    Initials SDW

58. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq). In addition the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-3-91, et. seq).

    Initials SDW

59. The subgrantee authorizes the Office on Violence Against Women, the Office of the Chief Financial Officer (OCFO), the Criminal Justice Coordinating Council and its representatives, access to and the right to examine all records books, paper, or documents related to the VAWA grant.

    Initials SDW

60. Subgrantee agencies are subject to compliance monitoring activities by Criminal Justice Coordinating Council staff. Compliance monitoring includes activities include site visits or desk reviews of all documentation related to the subaward. Subgrantee agencies will be selected randomly for a site visit or desk review at least every two years. The subgrantee agency agrees to comply with all compliance monitoring activities for the current subaward.

    Initials SDW

61. Repeatedly late submission of any reports will result in a recommendation to the Criminal Justice Coordinating Council for a reduction to your award. These reports include, but are not limited to, Subgrant Expenditure Reports, Progress Reports such as Victim Services Statistical Reports (VSSR), Outcome Performance Measures and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

    Initials SDW

62. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

    Initials SDW

63. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Criminal Justice Coordinating Council determines that the recipient is a high-risk subgrantee per Cf.28 C.F.R. parts 66, 70.

    Initials SDW

64. Recipients of awards for training shall agree to coordinate with CJCC and other training programs. Required coordination activities will include participation in meetings and conference calls as requested; submitting agendas and curricula for all trainings partially or fully covered by the award; and entering into a Memorandum of Understanding with other VAWA training programs as requested by CJCC. All training will be listed on a centralized calendar.

    Initials SDW

65. Recipients of awards for prosecution units shall participate in their jurisdiction's local monthly domestic violence task force meetings. VAWA-funded prosecution staff must attend at least one 2-day training provided by the Georgia Commission on Family Violence during the grant year. Each VAWA-funded prosecutor must also conduct at least two domestic violence trainings (in coordination with the PAC Domestic Violence/Sexual Assault Prosecutor) within the agency's jurisdiction during the grant year.

Initials SW

**Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.**

Authorized Official Signature Date

L.B. Ahrens, Jr. Chairman

Print Authorized Official Name Title

# Cherokee County, Georgia
# Agenda Request

SUBJECT: FY2013 Budget Amendment – Post Audit MEETING DATE: 3/4/2014

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Approve 2013 Post-Audit Budget amendment to recognize expenditures that were legitimately incurred in excess of the Budget to conduct necessary county operations.

FACTS AND ISSUES:

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

Of the attached total amendment:

- $457,631 represents additional spending in Judicial Services. This is primarily caused by additional case volume, two unforeseen workers compensation claims, and spending from the separate Clerk of Court Tech Fund. Court Revenues exceeded budget and will therefore be primarily used to cover these additional expenditures.
- $475,429 represents other overspending in the General Fund, primarily due to the Forensic Audit. This additional expense will be covered by additional TAVT revenue received in FY2013.
- $717,354 represents the additional transfer required from the General Fund to cover RRDA debt service and other operating costs. When the FY2013 Budget was adopted we assumed a new operator would be brought in to cover these costs. This will also be covered by additional TAVT revenue.
- Senior Services Fund is over budget by $10,424 due to higher spending in food costs. This will be covered by the fund's reserves.
- The Insurance & Benefits Fund is over its expenditure budget by $107,495 due to higher healthcare costs, however this will be covered by additional stop loss reimbursements received in the fund.
- The EMS Fund is over its expenditure budget by $214,648 due to higher bad debt expense. Fund reserves will be used to cover this overage.
- $2,572,486 represents underspending in the Parks Bond. This amendment is being requested to offset the increases needed in other areas.
- All other amendments are either net zero impact classification adjustments, or appropriation of funds legally restricted for specific purposes (e.g., Confiscated Assets Fund and DUI Court Fund), which have no net impact on taxpayer dollars.

BUDGET:

| | |
|---|---|
| Budgeted Amount: | $191,012,495 |
| Account Name: | FY 2013 Budget – Total Revenues & Expenditures |
| Account #: | Various |
| Amount Spent to Date: | $176,264,237 |
| Amount Requested: | $0 – no new spending is being requested.<br>This is only to amend the budget for amounts already spent/underspent. |

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:

Janelle Dunk

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

**Instructions:**

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

**REVENUES:**

| Department Org Code | Object | Account Name | Amount |
|---|---|---|---|
| 10090 | 311315 | General Fund - TAVT | 1,192,783.00 |
| 37590 | 391201 | RRDA - Transfer from General Fund | 717,354.00 |
| 37590 | 381000 | RRDA - Rental Income | (608,746.00) |
| 10020 | 351110 | GF - Superior Court Fines | 172,651.00 |
| 10020 | 351120 | GF - State Court Fines | 152,137.00 |
| 10020 | 351110-TECH | GF-Superior Court Technology Fee | 63,023.00 |
| 10090 | 389000 | GF - Use of Reserves (Tech Fund) | 69,820.00 |
| 10090 | 389000 | GF - Use of Reserves (Conf Assets) | (39,335.00) |
| 22190 | 389000 | Senior Center - Use of Reserves | 10,424.00 |
| 25720 | 341130 | DUI Court - Drug Testing Fee | 44,099.00 |
| 25720 | 351125 | DUI Court - Fines/Forfeitures | 32,603.00 |
| 27190 | 389000 | Jail Fund - Use of Reserves | 180,397.00 |
| 27230 | 349900 | Commissary Fund - Fees | 20,197.00 |
| 27230 | 389000 | Commissary Fund - Use of Reserves | 522.00 |
| 27330 | 351110 | Conf Assets Fund - Fines | 167,257.00 |
| 10090 | 391273 | GF - Trans in from Conf Assets | 39,335.00 |
| 27590 | 314100 | Hotel/Motel Fund - Taxes | 35,822.00 |
| 55590 | 391210 | Conf Center Fund - Trans from Hotel | 35,822.00 |
| 55590 | 389000 | Conf Center Fund - Use of Reserves | (35,822.00) |
| 58090 | 389000 | EMS Fund - Use of Reserves | 214,648.00 |
| 60590 | 383010 | Ins/Benefits Fund - Stop Loss Reimb | 107,495.00 |
| 31090 | 389000 | Parks Bond - Use of Reserves | (2,572,486.00) |

**EXPENDITURES:**

| Department Org Code | Object | Account Name | Amount |
|---|---|---|---|
| 11110000 | 521209 | BOC - Other Contracted Services | 437,772.00 |
| 19000000 | 611375 | GF - Transfer to RRDA Fund | 717,354.00 |
| 34550000 | 521214 | RRDA - Prof Svcs Legal | 108,608.00 |
| 12150000 | 521201-DC | Superior Court - Court Reporters | 25,069.00 |
| 12160000 | 512600 | Pre-Trial - Unemployment Ins | 5,262.00 |
| 12165000 | 521204 | Indigent Defense - Indigent Defense | 104,129.00 |
| 12180140 | 512701 | Clerk of Court - WC Claims | 17,163.00 |
| 12300000 | 521200 | State Court - Professional Svcs | 232.00 |
| 12310140 | 512701 | Solicitor - WC Claims | 50,519.00 |
| 12600000 | 521204 | Juvenile Ct - Indigent Defense | 48,759.00 |
| 12600000 | 521216 | Juvenile Ct - Guardian Ad Litem | 73,655.00 |
| | | | |

Continued Page 2

**PURPOSE OF TRANSFER/ AMENDMENT**

2013 Year End Budget amendment to cover departments over and under budget. See attached sheet for details of each amendment.

**Department Head Approval:** Janelle Burk

**County Manager Approval:** _____

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

**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 |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | Revenue Total - Page 1 | - |

**EXPENDITURES:**

| Department Org Code | Object | Account Name | Amount |
|---|---|---|---|
| 12182000 | 521200 | Clerk of Ct Tech - Professional | 22,306.00 |
| 12182000 | 531660 | Clerk of Ct Tech - Small Equip | 58,471.00 |
| 12182110 | 542500 | Clerk of Ct Tech - Other Equip | 52,066.00 |
| 13700000 | 511200 | Coroner - Part-Time Employees | 30,388.00 |
| 14560000 | 521200 | Blalock Landfill - Professional | 7,269.00 |
| 25521000 | 531300-HDM1 | Senior Center - Food | 10,424.00 |
| 22320000 | 521200 | DUI Court - Professional Svcs | 45,503.00 |
| 22320000 | 521200-DRUG | DUI Court - Professional Svcs | 5,015.00 |
| 22320000 | 531100 | DUI Court - General Supplies | 15,404.00 |
| 22320000 | 531100-LAB | DUI Court - General Supplies | 10,780.00 |
| 23420000 | 522200 | Jail Fund - Repairs & Maint | 24,029.00 |
| 23420000 | 542200 | Jail Fund - Vehicles | 71,252.00 |
| 23420000 | 542500 | Jail Fund - Other Equipment | 85,116.00 |
| 23422000 | 531100 | Commissary Fund - Gen Supplies | 20,719.00 |
| 23423000 | 531600 | Conf Assets Fund - Small Equip | 46,477.00 |
| 23423000 | 542200 | Conf Assets Fund - Vehicles | 81,445.00 |
| 23423000 | 611100 | Conf Assets Fund - Trans to GF | 39,335.00 |
| 21595000 | 611555 | Hotel/Motel Fund - Trans to Conf C | 35,822.00 |
| 53630000 | 574000 | EMS Fund - Bad Debt Expense | 214,648.00 |
| 61595555 | 512101 | Ins/Benefits Fund - Health Ins | 107,495.00 |
| 36180000 | 541200 | Site Improvements | (2,572,486.00) |
| | | | |
| | | Expense total from page 1 | 1,588,522.00 |
| | | Grand Total - expense | - |

**PURPOSE OF TRANSFER/ AMENDMENT**

2013 Year End Budget amendment to cover departments over and under budget. See attached sheet for details of each amendment.

**Department Head Approval:** Jackie Sink

**County Manager Approval:**

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

## DETAIL FOR 2013 YEAR END BUDGET AMENDMENT

**In 2013 the County hired a firm to complete a forensic audit on the RRDA bond issuance. The original budget for the audit was $50K but the final cost totaled $496K. This caused the Board of Commissioners budget to be over by $438K. This expense will be covered by additional revenue received for the TAVT tax.**

| | | |
|---|---|---|
| 10090-311315 | TAVT | (437,772.00) |
| 11110000-521209 | Other Contract Services | 437,772.00 |
| | | - |

**In 2013, $609K was budgeted to be received from an outside company in rent payments for RRDA. A renter was not found so the General Fund was required to cover the cost by transferring an additional amount to the RRDA fund. This expense will be covered by additional revenue received for the TAVT tax.**

| | | |
|---|---|---|
| 10090-311315 | TAVT | (608,746.00) |
| 19000000-611375 | Transfer to RRDA Fund | 608,746.00 |
| 37590-391201 | Transfers in From General Fund | 608,746.00 |
| 37590-381000 | Rental Income | (608,746.00) |
| | | - |

**Operating costs for the RRDA fund were not budgeted for 2012 or 2013. Additional funds from the General Fund totaling $108,608 were transferred to the RRDA fund in 2013 to cover these costs. This expense will be covered by additional revenue received for the TAVT tax.**

| | | |
|---|---|---|
| 10090-311315 | TAVT | (108,608.00) |
| 19000000-611375 | Transfer to RRDA Fund | 108,608.00 |
| 37590-391201 | Transfers in From General Fund | (108,608.00) |
| 34550000-521214 | Prof Svcs - Legal | 108,608.00 |
| | | - |

**Due to an increase in court cases in 2013, and unforeseen workers compensation claims, most of the courts were overbudget. These extra expenses are covered by additional court fines generated by the increased court cases.**

| | | |
|---|---|---|
| 10020-351110 | Fines/Forfeitures - Superior Court | (172,651.00) |
| 10020-351120 | Fines/Forfeitures - State Court | (152,137.00) |
| 12150000-521201-DC | Superior Court - Court Reporters | 25,069.00 |
| 12160000-512600 | Pre-Trial - Unemployment Insurance | 5,262.00 |
| 12165000-521204 | Indigent Defense | 104,129.00 |
| 12180140-512701 | Clerk of Court - WC Claims | 17,163.00 |
| 12300000-521200 | State Court - Professional Svcs | 232.00 |

| | | |
|---|---|---|
| 12310140-512701 | Solicitor - WC Claims | 50,519.00 |
| 12600000-521204 | Juvenile Court - Indigent Defense | 48,759.00 |
| 12600000-521216 | Juvenile Court - Guardian Ad Litem | 73,655.00 |
| | | - |

**Increase 2013 Budget for the Superior Court Tech Fund**
**Expenditures to support technology improvements, not funded by taxpayer dollars, but by Superior Court technology fees.**

| | | |
|---|---|---|
| 10020-351110-TECH | Superior Court Technology Fee | (63,023.00) |
| 10090-389000 | Use of Reserves | (69,820.00) |
| 12182000-521200 | Professional | 22,306.00 |
| 12182000-531660 | Small Equipment | 58,471.00 |
| 12182110-542500 | Other Equipment | 52,066.00 |
| | | - |

**Increase 2013 Coroner Budget due to increase in cases. This expense will be covered by additional revenue received for the TAVT tax.**

| | | |
|---|---|---|
| 10090-311315 | GF - TAVT | (30,388.00) |
| 13700000-511200 | Coroner - Part-Time Employees | 30,388.00 |
| | | - |

**Increase 2013 budget for Blalock Landfill. Expenses were higher than expected. This expense will be covered by additional revenue received for the TAVT tax.**

| | | |
|---|---|---|
| 10090-311315 | GF - TAVT | (7,269.00) |
| 14560000-521200 | Blalock Landfill - Professional | 7,269.00 |
| | | - |

**Senior Center had higher costs for food than expected in 2013. This expense will be covered by reserves in the Senior Center Fund.**

| | | |
|---|---|---|
| 22190-389000 | Senior Center - Use of Reserves | (10,424.00) |
| 25521000-531300-HDM1 | Senior Center - Food | 10,424.00 |
| | | - |

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

| | | |
|---|---|---|
| 25720-341130 | DUI Court - Drug Testing Fee | (44,099.00) |
| 25720-351125 | DUI Court - Fines/Forfeitures | (32,603.00) |
| 22320000-521200 | DUI Court - Professional | 45,503.00 |
| 22320000-521200-DRUG | DUI Court - Professional | 5,015.00 |
| 22320000-531100 | DUI Court - General Supplies | 15,404.00 |
| 22320000-531100-LAB | DUI Court - General Supplies | 10,780.00 |
| | | - |

**Increase 2013 Jail Fund Budget for Vehicle and Equipment purchases.**

**This amendment is funded by add-on fees to court fines restricted for maintenance and infrastructure improvements to the jail. It is not funded by taxpayer dollars.**

| | | |
|---|---|---|
| 27190-389000 | Jail Fund - Use of Reserves | (180,397.00) |
| 23420000-522200 | Jail Fund - Repairs & Maint | 24,029.00 |
| 23420000-542200 | Jail Fund - Vehicles | 71,252.00 |
| 23420000-542500 | Jail Fund - Other Equipment | 85,116.00 |
| | | - |

**Increase Sheriffs Commissary Fund. This amendment is funded by proceeds from jail inmate commissary sales and is not funded by taxpayer dollars.**

| | | |
|---|---|---|
| 27230-349900 | Commissary Fund - Fees | (20,197.00) |
| 27230-389000 | Commissary Fund - Use of Reserves | (522.00) |
| 23422000-531100 | Commissary Fund - Gen Supplies | 20,719.00 |
| | | - |

**Increase Confiscated Assets Fund. This amendment is funded by proceeds from confiscated cash seizures from drug related crimes and is not funded by taxpayer dollars.**

| | | |
|---|---|---|
| 27330-351110 | Conf Assets Fund - Fines | (167,257.00) |
| 10090-391273 | GF - Trans in from Conf Assets | (39,335.00) |
| 10090-389000 | GF - Use of Reserves | 39,335.00 |
| 23423000-531600 | Conf Assets Fund - Small Equip | 46,477.00 |
| 23423000-542200 | Conf Assets Fund - Vehicles | 81,445.00 |
| 23423000-611100 | Conf Assets Fund - Trans to GF | 39,335.00 |
| | | - |

**Additional revenue was received for Hotel/Motel tax than budgeted in 2013. These funds are legally restricted to support economic development/tourism. The additional revenue was transferred to the Conference Center Fund.**

| | | |
|---|---|---|
| 27590-314100 | Hotel/Motel Fund - Taxes | (35,822.00) |
| 55590-391210 | Conf Center Fund - Trans from Hotel | (35,822.00) |
| 55590-389000 | Conf Center Fund - Use of Reserves | 35,822.00 |
| 21595000-611555 | Hotel/Motel Fund - Trans to Conf Center | 35,822.00 |
| | | - |

**Bad Debt Expense was higher than budgeted for the EMS Fund in 2013. This is a non-cash item that will be covered by fund reserves.**

| | | |
|---|---|---|
| 58090-389000 | EMS Fund - Use of Reserves | (214,648.00) |
| 53630000-574000 | EMS Fund - Bad Debt Expense | 214,648.00 |
| | | - |

**Health Care Costs were slightly higher than expected in 2013. These expenses**

**are covered by additional revenues in the Insurance & Benefits Fund.**

| | | |
|---|---|---|
| 60590-383010 | Ins/Benefits Fund - Stop Loss Reimb | (107,495.00) |
| 61595555-512101 | Ins/Benefits Fund - Health Ins | 107,495.00 |
| | | - |

**Spending in the Parks Bond Fund was significantly under budget due to project timing. In order to keep the total County's combined budget from increasing, this amendment reduces the budget in this fund.**

| | | |
|---|---|---|
| 31090-389000 | Use of Reserves | 2,572,486.00 |
| 36180000-541200 | Site Improvements | (2,572,486.00) |
| | | - |

# Cherokee County, Georgia
## Agenda Request

SUBJECT: FY 2015 Section 5311 Grant Application
Georgia Department of Transportation and CATS

MEETING DATE: March 4, 2014

SUBMITTED BY: Geoffrey Morton

COMMISSION ACTION REQUESTED:

Consider approval of FY 2015 GDOT grant application in the amount of $563,580.00 in operating expenses and $188,828.00 in capital costs, associated with the CATS 5311 Rural Public Transportation program. Cherokee County's obligation to be $281,790.00 in operating expenses and $18,883.00 in capital costs.

FACTS AND ISSUES:

The FY 2015 5311 GDOT application is the standard document that Cherokee County must approve annually to initiate steps for the GDOT annual contract (to be presented at a later date) for funding of the CATS 5311 Rural Public Transportation Program.

The Georgia Department of Transportation (GDOT) provides reimbursement funds to the County for the County's Rural Transportation Program; 5311, as well as capital to replace the aged bus fleet. The County is obligated to provide a 50% match of operating expenses, in this case $281,790.00. Anticipated DHR annual funds in the amount of $278,556.00 will be used to off-set the County's match.

This application also includes replacement of four (4) buses in the total amount of $188,828.00. The County's obligation for the bus replacement will be $18,883.00.

For comparison, in FY 2014, the County is currently receiving $269,887.50 (vs. $281,790.00 proposed) in Federal 5311 funds through the current GDOT annual contract.

BUDGET:

| | | | |
|---|---|---|---|
| Budgeted Amount: | $752,408.00 | Account Name: | 5311 Rural Transportation |
| Federal Portion: | $432,852.00 | Account #: | 2.5541.000 |
| State Portion: | $ 18,883.00 | | |
| County Portion: | $300,673.00 | | |

Budget Adjustment Necessary: Yes ☐ No ■ If yes, please attach budget amendment form.
Contract or Amendment: Yes* ■ No ☐ *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes ■ No ☐

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of FY 2015 GDOT grant application in the amount of $563,580.00 in operating expenses and $188,828.00 in capital costs, associated with the CATS 5311 Rural Public Transportation program. Cherokee County's obligation to be $281,790.00 in operating expenses and $18,883.00 in capital costs.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

# Cherokee County, Georgia
# Agenda Request

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REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Keith Golden, P.E., Commissioner

GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

January 17, 2014

Georgia Department of Transportation
Office of Intermodal Programs
Your name, Public Transit Coordinator
District ___
Address
City , GA ZIP

RE: FY2015 - 5311 Rural Public Transportation Application Packet

Dear Subrecipient:

The Georgia Department of Transportation, Division of Intermodal, is happy to provide the attached FY15 Section 5311 Application template for subrecipient completion. The application has been modified to include new MAP-21 certifications and assurances for the 5311 Program and requires your careful review and action. Any 5316 JARC project applications should be completed and submitted using the 5311 application template. Subrecipients should refer to FTA C9040.1F definition for Mobility Management projects for guidelines on criteria for these or JARC projects submitted for consideration. The Department will apply these guidelines during review of submitted projects to determine grant award.

Please complete each exhibit as outlined on the enclosed instruction sheet. Make sure that all signatures and seals are affixed where required. The deadline to have this completed and returned to the district office is March 14, 2014. Applications will be accepted before the deadline. Please return two complete packets, the original and one copy as well as one PDF signed copy to: (your email address).

As soon as you receive this packet, please run your newspaper article (Exhibit 7B); obtain an affidavit attesting to the publication, and forward Exhibit 5 *Certifications and Assurances* to your attorney for opinion of counsel. Please ensure that this document is placed on the attorney's letterhead stationery.

Please plan to add the application and exhibits as an agenda item for the February Commissioner's meeting in order to be able to have necessary signatures prior to the deadline. The Authorizing Resolution (Exhibit 6) should be typed on County letterhead.

The proposed operating budget for the application period is enclosed, or is pending submission to GDOT. If you have not submitted your FY15 budget, please provide under separate cover to: (your email address) ASAP, if not already completed. We will then finalize the budget information and return the final budget to you by email for inclusion as Exhibit 3.

Additionally, for capital purchase consideration we are including pricing information for Routematch® support and maintenance fees that will take effect in FY15. The S&M fee per vehicle for FY15 will be $450 and should be included in your operations budget. Please add any additional equipment requests to the Capital budget which will be funded at 80% federal/10% state/10% local match, as available.

If you have any questions, please contact me at (your office phone).

Georgia Department of Transportation

5311 Program Application

SFY 2015

# County:

CHEROKEE COUNTY

# Date submitted:

3/10/14

Reviewed by PTC: _____

PLEASE READ THE FOLLOWING INSTRUCTIONS VERY CAREFULLY TO COMPLETE THE EXHIBITS:

1. **EXHIBIT 1 - *Exhibit cover sheet*** - please complete all exhibits as applicable. Only check those that apply, if not applicable, please indicate as such.
2. **EXHIBIT 2 – *Executive Summary*** – provide narrative of your system
3. **EXHIBIT 3 – *Budget Request* -** Please insert copy of your budget request for application period, copy of December (current fiscal year ) reimbursement, copy of final prior year reimbursement, and current purchase of service agreement, if applicable
4. **EXHIBIT 4, 4A & 4B – *Purchase of Service FAC and POS trip rates* -** Please provide your purchase of service trip rates, if POS contract exists, copy of POS contract, and copy of mobile radio license (if applicable)
5. **EXHIBIT 5 - *FY2013 FTA Certifications and Assurances*** Have the County Commissioner Chairman or Mayor and County Attorney to sign this document and return original to DOT by March 15, 2014.

6. **EXHIBIT 6 - *(AUTHORIZING RESOLUTION)*** Passed at the next Commissioner's Meeting. Make sure resolution is properly witnessed and notarized including the date the commission expires; it should also be stamped with the notary seal as well as the County Seal; and complete certificate of attesting officer. The original should be returned to DOT by March 15, 2014.

7. **EXHIBIT 7A – *Private Enterprise Coordination* -** Have the County Commissioner or Mayor to sign and date this form. This exhibit, original legal ad and notarized publisher's affidavit from the newspaper should be returned to DOT by March 15, 2014.

8. **EXHIBIT 7B – *Copy of Tear Sheet*** Publish this notice one time in the local government's legal newspaper. The original legal ad and notarized publisher's affidavit from the newspaper should be returned to DOT by March 15, 2014.

9. **EXHIBIT 8 – *No Intent to Charter* -** Certification of no intent of charter is done when a County does not intend to charter. This exhibit must be placed on County/City letterhead and signed by County Commissioner or Mayor and returned to DOT by March 15, 2014. (GDOT does not allow charter service)

10. **EXHIBIT 9 – *5333(b) Warranty* -** Have the County Commissioner or Mayor sign and return to DOT by March 15, 2014.

11. **EXHIBIT 10 - *FTA Title VI & National Transit Database Data Collection and Reporting* -** This form needs to be completed for a typical month in the fiscal year 2014; this data can be obtained from the vehicle monthly reporting forms that are turned into the Department each month. This form needs to be sent in along with other information by March 15, 2014.

12. **EXHIBIT 11 – *Substance Abuse Certification*** - This form needs to be put on County letterhead and signed by the County Commissioner or Mayor and returned by March 15, 2014.

13. **EXHIBIT 12 – *Certification of Equal Access*** – Only applicable if purchasing vehicles without ADA access) This form needs to be completed and signed by the County Commissioner or Mayor and returned by March 15, 2014.

14. **Exhibit 13 - Nondiscrimination Assurance -**

15. **Exhibit 14 – Lobbying**

16. **Exhibit 15 – Suspension and Debarment**

17. **Exhibit 16 – Private Sector Protections**

18. **Exhibit 17 – DBE Semi Annual Reporting** - This will be required semi-annually by any sub-recipients with Federal grant awards of more than $ 250K annually.

19. **Exhibit 18 – Transit Asset Management**

20. **Exhibit 19 – Public Transportation Agency Safety Plan**

21. **Exhibit 20 – Acquisition of Capital Assets by Lease**

22. **Exhibit 21 – Acquisition of Rolling Stock for use in Revenue Service**

23. **Exhibit 22 – Bus Testing**

24. **Exhibit 23 – Buy America**

25. **Appendix A – FTA Certification and Assurances for FFY2013 (includes MAP-21)**

26. **Appendix B (if applicable)** Please send a copy of the Third Party Operator agreement between N/A County and N/A (TPO). Please show where this was competitively bid and must be done once every 5 years.

27. **Appendix C (if applicable)** Please provide a copy of the Purchase of Service agreements that exist for Georgia Department of Human Services and/or Medicaid brokers, Logisticare or Southeast Trans for human service providers or Medicaid trips. It must be broken down showing how much revenue is anticipated from each agency. Any US DOT funds, such as Section 5310 funds, cannot be used as local match and must be used as revenue on the Section 5311 budget.

28. **Appendix D – 5311 Vehicle Inventory – Please include current vehicles in fleet and plans for additional/replacement vehicles in FY15 cycle**

| DOT# | DESCRIPTION | MILEAGE | CONDITION |
|---|---|---|---|
| 3054 | 2011 SV/L | | |
| 3055 | 2010 SB | | |
| 3157 | 2011 SB/L | | |
| 3158 | 2011 SB/L | | |
| 3159 | 2011 SB/L | | |
| 3160 | 2011 SB/L | | |
| 3372 | 2013 SB/L | | |
| 3373 | 2013 SB/L | | |
| 3374 | 2013 SB/L | | |
| 3375 | 2013 SB/L | | |
| 3376 | 2013 SV | | |
| 3377 | 2014 SV/L | | |

The County will be replacing DOT#3157, 3158, 3159 and 3160 with like vehicles in FY 2015.

# EXHIBIT 1
# SECTION 5311 GRANT APPLICATION
# COVER SHEET & CHECKLIST

(For the Application Period July 1, 2014 through June 30, 2015)

**Application Preparer:** Cherokee County Phone No. 770-345-1800

Public Transit Coordinator: _____

**District/County or system name:** CATS

| | | Exhibit Number |
|---|---|---|
| **PART I:** | | |
| Executive Summary | ☐ | Exhibit 2 |
| The Organization | ☐ | |
| The Market | ☐ | |
| The Operations | ☐ | |
| The Marketing Program | ☐ | |
| Financial Data | ☐ | |
| Budget Request (Printed from RMIS) | ☐ | Exhibit 3 |
| Copy of December Reimbursement | ☐ | |
| Request or Final Request | ☐ | |
| Purchase of Service Agreement (If Applicable) | ☐ | |
| Fully Allocated Cost Computation(s) (If Applicable) | ☐ | Exhibit 4 |
| Third Party Operator Agreement (If Applicable) | ☐ | Exhibit 4A |
| Copy of Mobile Radio License (If Applicable) | ☐ | Exhibit 4B |
| **PART II:** | | |
| 1. Annual Listing of Certification and Assurances | ☐ | Exhibit 5 |
| 2. Authorizing Resolution | ☐ | Exhibit 6 |
| 3. Private Enterprise Coordination | | |
| a. Submit Exhibits 7A & 7B | ☐ | Exhibits 7A/7B |
| 4. Charter Service: | | |
| Certification of No Intent to Charter | ☐ | Exhibit 8 |
| 5. Section 5333(b) Labor Warranty | ☐ | Exhibit 9 |
| 6. FTA Title VI Data Collection and Recording: | | |
| Part I. General Reporting Requirements | ☐ | Exhibit 10 |
| Part II. Grantees Monitoring Procedures | ☐ | Exhibit 10 |
| 7. Substance Abuse Certification | ☐ | Exhibit 11 |
| 8. Certification of Equal Access | ☐ | Exhibit 12 |
| 9. Nondiscrimination Assurance | ☐ | Exhibit 13 |
| 10. Lobbying | ☐ | Exhibit 14 |
| 11. Suspension & Debarment | ☐ | Exhibit 15 |
| 12. Private Sector Protections | ☐ | Exhibit 16 |
| 13. DBE Semi-Annual Reporting | ☐ | Exhibit 17 |
| 14. Transit Asset Management Plan | ☐ | Exhibit 18 |
| 15. Public Transportatoin Agency Safety Plan | ☐ | Exhibit 19 |
| 16. Acquisition of Capital Assets by Lease | ☐ | Exhibit 20 |
| 17. Acquisition of Rolling Stock for use in Revenue Service | ☐ | Exhibit 21 |
| 18. Bus Testing | ☐ | Exhibit 22 |
| 19. Buy America | ☐ | Exhibit 23 |
| 20. Appendix A-D | ☐ | Appendix A-D |

***Indicate by N/A any items that are not applicable.**

Reviewed by:

_____ _____

Public Transportation Coordinator Date

_____ _____

Program Manager's Review Date

_____ _____

# Exhibit 2

## EXECUTIVE SUMMARY

1. APPLICANT: Cherokee County
2. CONTRACT CONTACT PERSON: Geoffrey E. Morton, Public WorksAgency Director
3. DUNS #: 101493158
4. ADDRESS & PHONE for contract mailing:

1130 Bluffs Parkway, Canton, Georgia 30114
Tel: 678-493-6057

5. Email: gmorton@cherokeega.com
6. NUMBER OF YEARS PROGRAM HAS BEEN OPERATING: 7
7. PROGRAM OBJECTIVES STATEMENT: To provide general transportation to the citizens of Cherokee County, Georgia.
8. MARKETS SERVED STATEMENT ( including Purchase of Service):

Service is targeted to elderly and disabled and all who are transit dependent. Service is open and available to all Cherokee County citizens.

9. COMMUNITY BENEFITS STATEMENT:

: Increased citizen mobility, coordination of transportation resources, promotion of local businesses, thereby contributing to the economy as well as improving quality of life

10. NUMBER OF 5311 VEHICLES IN PROGRAM: 12
11. NUMBER OF VEHICLES THAT ARE ADA LIFT EQUIPPED: 10
12. NUMBER OF TWO-WAY MOBILE RADIOS? _____
13. OTHER COMMUNICATION EQUIPMENT _____
    a. Cell Phones:
    b. Automatic Vehicle Locator/GPS: Yes ☐ No ☐
    c. Routematch or comparable Notebooks: # 12 Type: _____
14. DESCRIPTION OF CAPITAL ITEMS BEING REQUESTED:

Four (4)Shuttle Buses with Lifts are being requested to replace DOT# 3157, 3158, 3159 and 3160. Also the County is requesting four (4) bus graphics & safety equipment, four (4) security camera systems, four (4) Motorola two-way radios and one (1) additional RouteMatch user license.

15. DESCRIPTION OF PROPOSED MARKETING EFFORTS:

| |
|---|
| County intends to use newspaper ads, flyers, and word-of-mouth as marketing tools. The system name and telephone number and Transit Logos are on the sides of the vans. |

**TOTAL BUDGET REQUESTED**

16. Operating: Federal: $284,220 State: $0 Local: $284,220

17. Capital: Federal:$151,062 State: $18,883 Local: $18,883

18. **Grand Total : Federal: $**435,282 **State: $**18,883 **Local: $**303,103

19. Source(s) of Local Match (name all):
DHS; Local Tax Revenue

20. Revenue Target from Purchase of Service (anticipated):
$170,000

21. Farebox Revenue (anticipated) :
$63,160

## THE ORGANIZATION (narrative)

Cherokee County Transit and the Public Works Department are a division of the County government under the Board of Commissioners. The policies and charges of the program are set by the Board. The drivers are County employees and report to the Transit Manager for directions and guidance. The routes and schedules are determined by service demand and is adjusted by the Transit Manager or Dispatcher. The drivers are responsible for requesting preventive maintenance and repair to the County Shop Manager. Repair orders and gas tickets are turned into the County offices. Payroll, financial records, monthly reports are handled by Finance Officer. Budget reviews are done by the Controller at quarterly intervals. The County Human Resource Director is also the Drug & Alcohol Program Manager for the Transit System.

Complaints and problems that cannot be handled by the drivers, dispatcher or transit manager are forwarded to the Chairman or Board of Commissioners.

The local government objectives are the availability of transportation service to all citizens of Cherokee County, and meeting the service standards set by Ga. DOT and maintaining reasonable and fair expenditures for the services delivered. The management team objectives includes but are not limited to: reducing down time of vehicles by replacement of older vehicles. Meeting of service goal parameters through review of reroutes and schedules. Expand public awareness of County service through marketing flyers, P.S.A. spots.

## THE MARKET (narrative)

Cherokee County operates a county-wide transportation program serving Cherokee County citizens. Every geographic market in the county is regularly served, especially in the areas of Canton, and the peripheral areas of Holly Springs, Woodstock, Ball Ground, and Waleska. Transportation service is provided to the general public, including such location markets as social service agencies, the Senior Center, medical facilities, day-care centers, shopping areas, banks, work sites, social activities, educational facilities, etc. Cherokee Area Transit System (CATS) is a Medicaid-certified provider. Charter, contract service, and fare-box services are available outside Cherokee County within insurance, route, and schedule constraints. Medicaid is considered Purchase of Service Income, and Cherokee County has entered into P.O.S. Agreements with Cherokee Training Center and Cherokee Senior Center

**OPERATIONS**

The 5311program will utilize 12 vans equipped with wheelchair lifts as listed below.

| DOT Vehicle # | Description | Mileage | Condition |
|---|---|---|---|
| 3054 | 2011 SV/L | | |
| 3055 | 2010 SB | | |
| 3157 | 2011 SB/L | | |
| 3158 | 2011 SB/L | | |
| 3159 | 2011 SB/L | | |
| 3160 | 2011 SB/L | | |
| 3372 | 2013 SB/L | | |
| 3373 | 2013SB/L | | |
| 3374 | 2013 SB/L | | |
| 3375 | 2013 SB/L | | |
| 3376 | 2013 SV | | |
| 3377 | 2014 SV/L | | |
| | | | |
| | | | |
| | | | |

The vehicles will be stationed and dispatched from:

**OPERATING PERFORMANCE FOR FY 2013 (full year statistics by vehicle)**

| DOT Vehicle # | OWPT/Month | Hours/Month | Miles/Month | Miles/PT |
|---|---|---|---|---|
| 2791 | 185 | 83 | 1309 | .14 |
| 2792 | 362 | 158 | 2172 | .17 |
| 2793 | 40 | 33 | 469 | .09 |
| 2794 | 376 | 154 | 2449 | .15 |
| 2795 | 492 | 198 | 3422 | .14 |
| 2796 | 379 | 153 | 2421 | .16 |
| 3054 | 316 | 164 | 2733 | .12 |
| 3055 | 245 | 114 | 1774 | .14 |
| 3157 | 314 | 132 | 2264 | .14 |
| 3158 | 482 | 204 | 3471 | .14 |
| 3159 | 461 | 195 | 3505 | .13 |
| 3160 | 467 | 199 | 3551 | .13 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## OPERATING PERFORMANCE FOR FY 2014 (first six months)

| DOT Vehicle # | OWPT/Month | Hours/Month | Miles/Month | Miles/PT |
|---|---|---|---|---|
| 2791 | 169 | 67 | 1234 | .14 |
| 2792 | 441 | 151 | 2415 | .18 |
| 2793 | 192 | 88 | 1113 | .17 |
| 2794 | 252 | 89 | 1314 | .19 |
| 2795 | 473 | 162 | 2391 | .20 |
| 2796 | 443 | 157 | 2362 | .19 |
| 3054 | 345 | 148 | 2287 | .15 |
| 3055 | 210 | 82 | 1301 | .16 |
| 3157 | 283 | 115 | 1516 | .19 |
| 3158 | 488 | 166 | 2800 | .17 |
| 3159 | 478 | 170 | 2958 | .16 |
| 3160 | 514 | 170 | 2855 | .18 |
| 3372 | 79 | 28 | 422 | .19 |
| 3373 | 24 | 9 | 175 | .14 |
| 3374 | 30 | 9 | 144 | .21 |
| | | | | |
| | | | | |

## FINANCIAL DATA

| Last FY 2013 (actual) | | Current FY 2014 (budgeted) | | Proposed FY 2015 | |
|---|---|---|---|---|---|
| Fares | $ 33308.70 (24,015.34 local) | Fares | $ 59,975 | Fares | $ 63,160 |
| Federal | $ 257,957.81 | Federal | $ 269,887 | Federal | $ 284,220 |
| Local | $ 281,973.15 | Local | $ 269,887 | Local | $ 284,220 |
| POS | $0 52435 | POS | $0 75,000 | POS | $0 70,000 |
| **Total** | $ 625,674.66 | **Total** | $ 674,749 | **Total** | $ 701,600 |

The budget for the upcoming 2015 application period is shown above and on the attached pages labeled Budget Report. The program requests a total of $ 435,282 in Federal operating assistance of which $ 151,062 is Federal, and $ 18,883 is State Capital Assistance. Operations expenses are increased in FY 2015 due to adjustments of over $ 26,851 to the following line item(s). Show as increase or (decrease)

Line Item: Salary line items 3% increase in COLA

Line Item: Fringe line item for 3% COLA

Line Item: _____

Line Item: _____

The program does/does not (circle one) have any purchase of service. Any charter service provided is incidental to regular service. CHEROKEE County budgets a farebox revenue target based on 10% of the total administrative and operating costs.

Exhibit 3

(Please insert copy of your budget request for application period, copy of December reimbursement, copy of final reimbursement, and purchase of service agreement, if applicable)

**EXHIBIT 4 (complete if applicable)**
**GEORGIA DEPARTMENT OF TRANSPORTATION**
**SECTION 5311**
**PURCHASE OF SERVICE (POS) COMPUTATION WORKSHEET**

**Formula for computing Fully Allocated Operation Cost per One-Way Passenger Trip (OWPT):**

***Formula:***

Expense Total / Estimated System Total OWPTs for Application Period = Average Cost per OWPT

| | |
|---|---|
| Operating Expense Total (*from Administrative & Operating Budget of Exhibit 2*): | 568,440 |
| Estimated System Total OWPTs for the Application Period: | 45,000 |
| Fully Allocated Operating Cost per OWPT: | #DIV/0! |

**Fully Allocated Operating Cost (FAOC) Information**

***Proposed POS Contracts for the Application Period:***

| Name of Agency | Estimated OWPT's | Projected Revenue | Average Cost Per Trip |
|---|---|---|---|
| | | | #DIV/0! |
| | | | #DIV/0! |
| 3. | | | #DIV/0! |
| 4. | | | #DIV/0! |
| 5. | | | #DIV/0! |
| Total | 0 | $0 | #DIV/0! |

POS Revenue Should Meet the Average FAOC: #DIV/0!

**Exhibit 4B**

**Fully Allocated Cost**

**Definition:** On a per trip basis, in which the total operating budget of the subrecipient is divided by the total projected ridership, including both general public (fare-paying) riders and agency clients riding under purchase of service agreements. This average system cost is then compared to the average revenue per trip anticipated from POS agreements – if the POS revenue per trip, on average, is greater than the system average cost, then the requirement is met.

**The fully allocated cost for the previous fiscal year was:** 12.00

**The fully allocated cost for the current year to date is:** 12.00

**The projected fully allocated cost for the next year application is:** 12.63

**If a purchase of service contract exists, what is the rate of reimbursement? Please list all types of trips and rates contracted for. List by category.**

**(example: Ambulatory, wheelchair, group trips, wait times, etc.)**

**Ambulatory One-way rate:** _____

**Wheelchair One-way rate:** _____

**Group Trip rate (if applicable):** _____

**Wait Time (if applicable):** _____

**Attendant rate (if applicable):** _____

# EXHIBIT 5

## FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES
## FEDERAL FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS
**(Signature page alternative to providing Certification and Assurances in TEAM-Web)**

Name of Applicant: Cherokee County

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. x

**OR**

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

| Group Description | |
|---|---|
| 01. Required Certifications and Assurances for Each Applicant. | x |
| 02. Lobbying. | x |
| 03. Private Sector Protections. | x |
| 04. Procurement and Procurement System | x |
| 05. Rolling Stock Reviews and Bus Testing. | x |
| 06. Demand Responsive Service | x |
| 07. Intelligent Transportation Systems | x |
| 08. State of Good Repair (Transit Asset Management and Agency Safety Plans) | x |
| 09. Alcohol and Controlled Substances Testing. | x |
| 10. Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital investment Program in Effect before MAP-21. | x |
| 11. State of Good Repair Program. | x |
| 12. Fixed Guideway Modernization Grant Program. | x |
| 13. Bus/Bus Facilities Programs. | x |
| 14 Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility programs. | |
| 15. Public Transportation on Indian Reservations and "Tribal Transit Programs. | x |
| 16. Non-Discrimination Assurance | |
| 17. Pre-Award and Post Delivery Reviews | x |
| 18. Suspension and Debarment | x |
| 19. Charter Service Agreement | x |
| 20. State Safety Oversight Program. | x |
| 21. Public Transportation Emergency Relief Program. | x |
| 22. Buy America | x |
| 23. Infrastructure Finance Programs. | x |
| 24. Job Access Reverse Commute (JARC) Program | x |

**FTA FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES**
**FEDERAL FISCAL YEAR 2013 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**
**(To be used for FY15 application cycle per FTA)**

(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)
**AFFIRMATION OF APPLICANT**
Name of Applicant:
Cherokee County

Name and Relationship of Authorized Representative:

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these Certifications and Assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its authorized representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2013, irrespective of whether the individual that acted on its Applicant's behalf continues to represent the Applicant.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply, as provided, to each Project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2013.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute. In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

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

**AFFIRMATION OF APPLICANT'S ATTORNEY**
For (Name of Applicant):

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

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its **FTA Project or Projects**.

Signature Paul N. Higbee, Jr. Date: 2-21-14

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

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated.

JARRARD & DAVIS, LLP

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

TELEPHONE: 678.455.7150
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KEN E. JARRARD*
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PAUL N. HIGBEE, JR.
PAUL B. FRICKEY

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KENNETH P. ROBIN
ELIZABETH M. WHITWORTH
SEAN KANE
MEGAN MARTIN
SARAH VANVOLKENBURGH†
G. AARON MEYER

† Also Admitted in Illinois

February 21, 2014

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

Re: Cherokee County, Section 5311 Grant Application for FY2015

Dear Ms. Black:

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

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

Sincerely,

**JARRARD & DAVIS, LLP**

Paul N. Higbee, Jr.

PNH:wls
Enclosures

cc: Geoff Morton, County Engineer
Cherokee County

# EXHIBIT 6



## AUTHORIZING RESOLUTION

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

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

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

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

**NOW THEREFORE, BE IT RESOLVED BY (** Cherokee County **), hereinafter referred to as the "APPLICANT",**

Cherokee County

1. That the ( Board of Commissioners ) hereinafter referred to as the "Official is authorized to execute and file an application on the behalf of the Applicant, a City/County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act."

2. That the Official is authorized to execute and file such application and assurances or <u>any other document</u> required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

3. That the Official is authorized to execute and file all other standard assurances or <u>any other document</u> required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.

4. That the Official is authorized to furnish such additional information as the U.S. Department of Transportation or the Georgia Department of Transportation may require in connection with the application of the project.

5. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation in connection with the application for public transportation assistance.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2014 as listed in **Appendix M** and General Operating Guidelines as illustrated in **Appendix D** of the <u>Georgia State Management Plan and Administrative Guide for Rural Public Transportation Programs.</u>

7. That the Applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements.

EXHIBIT 6



**APPROVED AND ADOPTED this_____day of _____, 2014.**

_____
**Chairman of Commission or Sole Commissioner**

L. B. "Buzz" Ahrens, Chairman
**Type Name and Title**

**Signed, sealed and delivered this_____day of _____, 2014 in the presence of**

_____
**Witness**

_____
**Notary Public/Notary Seal**

## CERTIFICATE

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

_____, **2014**.

_____
**Name of Certifying/Attesting Officer**

**County Seal**

_____
**Title of Certifying/Attesting Officer**

**EXHIBIT 7A**

## PRIVATE ENTERPRISE COORDINATION CERTIFICATION

**List of private providers operating in the service area:**

_____

_____

_____

**Date Notified:** _____

**Attach Notice and Affidavit from newspaper or letter sent to private providers.**

**Last Day to Respond:** _____

**(Legal Name of City/County)** will annually review existing service and any proposed service changes to determine the feasibility of private providers providing the public service. An annual review will be scheduled and a review format will be developed to carry out this task. Private providers will be notified and their interest in the service provision will be assessed. Private providers will be invited to attend and be a part of the annual review process.

**Date:** _____

_____

**Signature of Authorized Officer**

_____

**Name and Title of Authorized Officer**

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

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

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

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

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

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

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

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

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

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

**********END**********

MARIETTA DAILY JOURNAL
CHEROKEE TRIBUNE
NEIGHBOR NEWSPAPERS
521 East Main Street, Canton, GA 30114
Phone: 770-795-3065 Fax: 770-479-3505

**RECEIPT OF PAYMENT**

February 10, 2014

To: Judy Campbell
Cherokee County

From: Jolynne Goosman
Legal Advertising/Cherokee Tribune

Thank you for your payments in the amount of $120.00, paid by credit card this date, for ad # M-1839 that is running February 14, 21, 28 and March 7 in the Cherokee Tribune. (notice of public hearing/private enterprise corporation transportation for the disabled)

Thank you for your call and your payment. We appreciate it.

Please let us know if we can assist you again.

Thanks so much.

**EXHIBIT 8**

**CERTIFICATION OF NO INTENT TO CHARTER SERVICE**

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

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

DATE: _____

_____
Signature of Authorized Officer

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

## SPECIAL SECTION 5333(b) WARRANTY FOR

## *APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM*

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

### A. General application

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

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

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

### B. Standard Terms and Conditions

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

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is

dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (9) of the Model agreement or applicable provisions of substitute comparable arrangements.

(2)(a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.
(2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.
(2)(c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the applications of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the
intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)[1], the public body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below[2], provided that other comparable arrangements may be substituted therefore, if approved by the Secretary of Labor and certified for inclusion in these conditions.

---

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

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

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

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

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

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

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

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed

to comply with the provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

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

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

## C. Waiver

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

## D. Acceptance

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

**Executed this _____ day of _____, 20_____.**

_____

**Signature of Authorized Officer**

Commission Chairman

_____

**Title of Authorized Officer**

## EXHIBIT 9



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

| **Project Description** (listing of capital equipment, type of service provided)* | **Recipients** Identify applicant of transportation assistance(legal entity) and the actual provider of the service | **Other Surface Public Transportation Providers** (*include taxis)* | **Union Representation of Employees, If Any** |
|---|---|---|---|
| | , GA | None | N/A |

Area Served by this project:

**Submit to the Office of Intermodal Programs, Planning Department for reporting purposes to the U.S. Department Of Labor.** ***Existing**

**EXHIBIT 10**

**FTA TITLE VI DATA COLLECTION AND REPORTING**
**Cherokee COUNTY SECTION 5311 PROGRAM**

## PART I - GENERAL REPORTING

A. No lawsuits or complaints have been filed against the Cherokee County Section 5311 program.

B. The Cherokee County Section 5311 program has not applied for any other Federal Financial Assistance.

C. No Civil Rights Compliance Review Activity has been conducted in the last three years.

_____
(Authorized Signature City/County)

**PART II - MONITORING PROCEDURES – GDOT requires the following monthly reporting in order to meet FTA National Transit Database requirements. Accurate completion of the following information is critical to continued 5311 grant eligibility. Subrecipients must provide this data monthly. Please seek technical assistance from your public transit coordinator, if you have any questions regarding the definitions or completion of this data.**

Level of Service – Overview[1]

Total Population of last census: 221,315
Minority Percentage: _____

Type of Service: Combination of Demand Response and Fixed Route Operation.

Days/Hours of Operation: Monday - Friday
Number of Vehicles: 12
Wheelchair Equipped: _____
Total Seating Capacity: _____
Service Area: County wide

Performance[2]

Total number of trips for an average month: _____

Total number of trips to minorities : _____



[1] Population Data from US Census Data for 2010 Source "http://venus.census.gov/cdrom/lookup"
[2] Monthly averages for 2012 fiscal year using the GDOT M.I.S. along with data provided by local transit staff.

Percentage minority trips to total trips: _____

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

Quality of Service[3]

| | |
|---|---|
| Total number of trips for month | 3,188 |
| Total number of minorities OWPTs[4] | |
| **Trips by trip purpose** | |
| Medical | 245 |
| Employment | 169 |
| Nutrition | 423 |
| Social/Recreational | 0 |
| Education | 2,073 |
| Shopping/Personal | 278 |
| **Trips by trip purpose (minorities)** | |
| Medical | |
| Employment | |
| Nutrition | |
| Social/Recreational | |
| Education | |
| Shopping/Personal | |
| **Transit Cost Analysis5[5]** | |
| Cost per hour | |
| Cost per OWPT | |
| Cost per mile | |

[3] Statistics from GDOT M.I.S., _____ 2013

[4] Information is an average for a typical month, such as Dec. estimated by Cherokee County Personnel Minority usage is for all purposes.

[5] Information derived from 2013 fiscal year using GDOT M.I.S. and financial records.

**Cherokee County Government**
**Public Works Agency**
1130 Bluffs Parkway
Canton, GA 30114
678-493-6077
Fax 678-493-6088

## EXHIBIT 11

## (Part 1)

# Anti-Drug Program Certification

(Alcohol Misuse and Prohibited Drug Use)

**I, L. B. Ahrens, Jr. ,**_*Commission Chairman,*

**certify that Cherokee County and its contractors, as required,**

for the Section 5311 Rural Public Transportation Program, has established and implemented an alcohol misuse prevention program and anti-drug abuse program in accordance with the terms of 49 CFR Part 40 & Part 655.

I further certify that the employee training conducted under this part meets the requirements of 49 CFR, Part 40 and Part 655.

_____

*(Signature of Official)*

_____

*(Date)*

*NOTE: New (or first time) applicants must not sign this certification until authorized by the Georgia Department of Transportation (GDOT). Authorization will not be granted until the local Substance Abuse Testing Program is in place and has been reviewed and approved by the GDOT. New programs must be certified before they can begin operations.*

**EXHIBIT 11 (Part 2)**
**DRUG-FREE WORKPLACE ACT CERTIFICATION**
**FOR A PUBLIC OR PRIVATE ENTITY**

1. The, **Cherokee County Board of Commissioners,** certifies that it will provide a drug-free workplace as specified in U.S. Department of Transportation's (DOT) rule, 49 CFR Part 40 and 655, which describes required procedures for conducting workplace drug and alcohol testing for FTA programs.

   A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   B) Establishing an ongoing drug-free awareness program to inform employees about: The dangers of drug abuse in the workplace;

      The Applicant's policy of maintaining a drug-free workplace;

      Any available drug counseling, rehabilitation, and employee assistance programs; and, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   C) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (A);

   D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant or cooperative agreement, the employee will:

      Abide by the terms of the statement; and

      Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

   E) Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant or cooperative agreement;

   F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted;

      Taking appropriate personnel action against such an employee, up to and including

termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. The Applicant's headquarters is located at the following address. The addresses of all workplaces maintained by the Applicant are provided on an accompanying list.

| | |
|---|---|
| **Name of Applicant:** | Cherokee County Board of Commissioners |
| **Address:** | 1130 Bluffs Parkway |
| **City: County:** | Canton (Cherokee) |
| **State: Zip Code:** | Georgia 30114 |

_____ _____

Signature of Authorized Official Name of Applicant

_____ _____

Title of Authorized Official Date

**EXHIBIT 12**

**CERTIFICATION OF EQUAL ACCESS FOR PERSONS WITH DISABILITIES**

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

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

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

Certified this _____ day of _____, 201__ .

_____

(Signature)

_____

(Typed/Printed Name)

_____

(Title)

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

**EXHIBIT 12 (continued)**

ADA EQUIVALENCY ANALYSIS FOR DEMAND-RESPONSIVE

## PUBLIC TRANSPORTATION

Completion of this form **is only required before purchase of a vehicle that is not equipped** with the access features required in 49 CFR Part 38, along with completion of the Certification of Equal Access for Persons with Disabilities.

Under GDOT policy, all grantees must have at least one lift-equipped vehicle (a vehicle that has all the required access features), and must have a sufficient number to offer equivalent service to persons with disabilities, when the program is viewed in its entirety, based on the criteria shown below. No non-accessible vehicles can be ordered unless the system is providing equivalent service for each of the criteria.

**Vehicle Accessibility Status:**

1) Total Current Section 5311 Demand-Responsive Fleet: _____ vehicles
2) Total Current Section 5311 Demand-Responsive accessible (lift-equipped): _____vehicles
3) Total Section 5311 vehicles requested in this grant application:
   (a) _____ Accessible Vehicles
   (b)_____Non-Accessible Vehicles
4) Total Projected Fleet at end of this Application Period:
   (a)_____Accessible Vehicles
   (b)_____Non-Accessible Vehicles

If the answer to question 3(b) is greater than zero, the applicant must complete all cells in this matrix:

| Criteria | For Persons Without Disabilities | For Persons with Disabilities Requiring an Accessible Vehicle |
|---|---|---|
| Response Time (days or hours in advance that a trip must be scheduled): | | |
| Fares: General Public fares | | |
| Geographic area of service availability: | | |
| Hours and days of service | | |

| Criteria | For Persons Without Disabilities | For Persons with Disabilities Requiring an Accessible Vehicle |
|---|---|---|
| availability: | | |
| Trip or usage restrictions based on trip purpose: | | |
| Availability of information and reservations capabilities: | | |
| Any constraints on capacity or service availability: | | |

If there are any differences in the answers between the two answer columns, please explain:

Are there any requests for service that would require a wheelchair lift that you are presently unable to meet? If yes, please describe in terms of number, frequency, characteristics (trip purpose, location, etc.)

Do these unmet trip requests differ in type or kind from unmet trip requests by persons who do not need an accessible vehicle?

If there are any differences in the service characteristics for persons with and without disabilities, or if there are unmet requests for accessible demand-responsive service, the system should request lift-equipped, fully accessible vehicles until fully equivalent service can be provided.

**EXHIBIT 13 (continued)**
**GEORGIA DEPARTMENT OF TRANSPORTATION**
**SECTION 5311**
**ACCESSIBLE VEHICLE OUT-OF-SERVICE/RETURNED TO SERVICE DOCUMENTATION WORKSHEET**
**July 2014 - June 2015 Funding Cycle**

**Agency:** **Sample County**

| Vehicle # | Reported Date of Failure | Description of Failure/Service Required | Date Accessible Agency Vehicle Removed from Service | Date GDOT Lease Fleet Accessible Vehicle Placed in Service | Date Accessible Agency Vehicle Placed Back in Service |
|---|---|---|---|---|---|
| *Example 1* | *4/15/2005* | *Lift door will not open* | *9/15/2004* | *n.a.* | *9/17/2004* |
| *Example 2* | *1/5/2005* | *Broken heater* | *1/6/2005* | *1/7/2005* | *1/11/2005* |
| | | | | | |
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Note: ADA regulations state that a subrecipient may not keep a vehicle with an inoperable lift in service for more than five days.

## Exhibit 13

**FEDERAL TRANSIT ADMINISTRATION CIVIL RIGHTS ASSURANCE**
**Non-discrimination Assurance**

The **Cherokee County Board of Commissioners** HEREBY CERTIFIES THAT, as a condition to receiving Federal financial assistance under the Federal Transit Act it will ensure that:

1. No person on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit related benefits.

2. The **Cherokee County Board of Commissioners** will compile, maintain, and submit in a timely manner Title VI information required by FTA Circular 4702.1B and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.7(a).

3. The **Cherokee County Board of Commissioners** will make it known to the public that those persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

DATE: _____

_____
Signature of Authorized Officer

L. B. Ahrens, Jr., Commission Chairman

_____
Name and Title of Authorized Officer

# Specifics of FTA Civil Rights Assurance (Ex. 13)

## (Non-DISCRIMINATION ASSURANCE)

The Applicant/Recipient assures that it will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, religion, sex, disability, or age:

- ✓ Federal transit laws, specifically 49 U.S.C. 5332, as amended by MAP-21 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, or age, and in employment or business opportunity),
- ✓ Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
- ✓ The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
- ✓ The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
- ✓ U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21.7(a),
- ✓ U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- ✓ Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,

As required by 49 CFR 21.7:

1. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
2. It will comply with 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR Part 21 in the manner it conducts each Project, undertakes property acquisitions, and operates its Project facilities, including: it's entire facilities and its facilities operated in connection with its Project. This assurance applies to your Applicant/Recipient's entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
3. It will promptly take the necessary actions to carry out this assurance, including: notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
4. If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination: (1) while the property is used for the purpose that the Federal funding is extended, and (2) while the property is used for another purpose involving the provision of similar services or benefits,
5. It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with Title VI of the Civil Rights Act, 42 U.S.C. 2000d, U.S. DOT regulations, 49 CFR part 21, and Federal transit laws, 49 U.S.C. 5332, as amended by MAP-21,
6. It will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
7. It will extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including: (1) Any Subrecipient, (2) Any Transferee, (3) Any Third Party Contractor or Subcontractor at any tier, (4) Any Successor in Interest, (5) Any Lessee, or (6) Any other Third Party Participant in its Project,
8. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including: (1) Each subagreement, (2) Each property transfer agreement, (3) Each third party contract or subcontract at any tier, (4) Each lease, or (5) Each participation agreement, and

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(iii), as amended by MAP-21, the Applicant/Recipient assures that:

1. It will comply with the following prohibitions against discrimination on the basis of disability, which are a condition of approval or extension of any FTA funding awarded to: (1) Construct any facility, (2) Obtain any rolling stock or other equipment, (3) Undertake studies, (4) Conduct research, or (5) Participate in or obtain any benefit from any FTA administered program, and

2. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be: (1) Excluded from participation, (2) Denied benefits, or (3) Otherwise subjected to discrimination.

The United States has a right to seek judicial enforcement of any matter arising under Title VI of the Civil Rights Act, 42 U.S.C. 2000d, U.S. DOT regulations, 49 CFR part 21, and this assurance.

The assurances made will remain in effect as long as: (1) Federal funding is extended to your Project, (2) Project property is used for a purpose for which the Federal funding is extended, (3) Project property is used for a purpose involving the provision of similar services or benefits, or (4) Ownership or possession is retained of its Project property.

## EXHIBIT 14

## LOBBYING

*An Applicant/Recipient that submits, or intends to submit this fiscal year, an application for a Federal grant or cooperative agreement exceeding $100,000, or a loan (including a line of credit), loan guarantee, or loan insurance exceeding $150,000, except if you are applying on behalf of an Indian tribe, tribal organization, or other Indian organization or if we determine otherwise in writing.*

As required by 31 U.S.C. 1352 and U.S. DOT regulations, ``New Restrictions on Lobbying," specifically 49 CFR 20.110, the Applicant/Recipient understands that the lobbying restrictions of its certification apply to the Applicant/Recipient's requests for $100,000 or more in Federal funding for a grant or cooperative agreement, and $150,000 or more in Federal funding for a loan, line of credit, or loan guarantee. Its certification covers the lobbying activities of it, its principals, and its first tier subrecipients. Therefore, you certify to the best of your knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid by or on its behalf to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an employee of a member of Congress, or an officer or employee of Congress, regarding the award of a Federal grant or cooperative agreement, or Federal loan, line of credit, loan guarantee, or loan insurance.

2. It will submit a complete OMB Standard Form-LLL, ``Disclosure of Lobbying Activities (Rev. 7-97),'' consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence: an officer or employee of any Federal agency, a Member of Congress, an employee of a Member of Congress, or an officer or employee of Congress, regarding the award of a federal grant or cooperative agreement, federal loan, line of credit, loan guarantee, or loan insurance.

3. It will include the language of this certification in the award documents for all subawards at all tiers including, but not limited to: Subcontracts, Subgrants, Subagreements, and Third party contracts under a Federal grant or cooperative agreement, or Federal loan, line of credit, loan guarantee, or loan insurance.

4. It understands that this certification is a material representation of fact that the Federal Government relies on and it must submit this certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a Federal grant or cooperative agreement, or Federal loan, line of credit, loan guarantee, or loan insurance.

5. It also understands that any person who does not file a required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Signature of Authorized Officer and date

# EXHIBIT 15

## SUSPENSION AND DEBARMENT

*An Applicant/Recipient that submits, or intends to submit this fiscal year, an application or request for federal funding exceeding $25,000 must provide the following certification.*

U.S. DOT regulations, ``Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) ``Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180, permit certifications to assure the Applicant/Recipient acknowledges that:

The Applicant/Recipient certifies to the best of its knowledge and belief that, it, its principals, and first tier sub-recipients:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, or disqualified.
b. Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction, violation of any Federal or State antitrust statute, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding Section 'a' of this certification.
d. Have not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this certification.
e. Will promptly provide any information to the FTA if at a later time any information contradicts the statements of subparagraphs above, and
f. Will treat each lower tier contract or lower tier subcontract under the Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it equals or exceeds $25,000, is for audit services, or requires the consent of a Federal official.
g. Will require that each covered lower tier contractor and subcontractor comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 1200, and assure that each lower tier participant in the Project is not presently declared by any Federal department or agency to be:
    - ✓ Debarred from participation in the federally funded project,
    - ✓ Suspended from participation in the federally funded project,
    - ✓ Proposed for debarment from participation in the federally funded project,
    - ✓ Declared ineligible to participate in the federally funded project,
    - ✓ Voluntarily excluded from participation in the federally funded project, or
    - ✓ Disqualified from participation in the federally funded Project.

The Applicant/Recipient will promptly provide a written explanation to GDOT if it or any of its principals, including any of its first tier sub-recipients or lower tier participants, is unable to certify to the preceding statements in this certification.

_____

Signature of Authorized Officer and date

Exhibit 16

## PRIVATE SECTOR PROTECTIONS

*Each Applicant/Recipient that is a state, local or Indian tribal government that is seeking Federal assistance authorized under 49 U.S.C. Chapter 53, as amended by MAP-21 to acquire any property of a private transit operator or operate public transit in competition with or in addition to a private transportation operator.*

As required by 49 U.S.C. 5323(a)(1), the Applicant/Recipient certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with transportation service provided by an existing public transportation company or in addition to transportation service provided by an existing public transportation company it has or will have:

1. Determined that the funding is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;

2. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and

3. Paid just compensation under State or local law to the company for any franchise or property acquired.

_____

Signature of Authorized Officer and date

# Exhibit 17

## DBE Semi-annual reporting (for contracts with Federal amounts over $ 250K)

**INSTRUCTIONS FOR COMPLETING THE UNIFORM REPORT OF DBE AWARDS OR COMMITMENTS AND PAYMENTS**

1. Indicate the DOT Operating Administration (OA) that provides your Federal financial assistance. If assistance comes from more than one OA, use separate reporting forms for each OA. If you are an FT A recipient, indicate your Vendor Number in the space provided.
2. If you are an FAA recipient, indicate the relevant AIP Numbers covered by this report. If more than six, attach a separate sheet.
3. SpecifY the Federal fiscal year (i.e., October 1 - September 30) in which the covered reporting period falls.
4. State the date of submission of this report.
5. Check the appropriate box that indicates the reporting period that the data provided in this report covers. If this report is due June 1, data should cover October I - March 31. If this report is due December I, data should cover April 1 - September 30. If this report is due to the FAA, data should cover the entire year.
6. Name of the recipient.
7. State your annual DBE goal(s) established for the Federal fiscal year of this report to be submitted to and approved by the relevant OA. Your Overall Goal is to be reported as well as the breakdown for specific Race Conscious and Race Neutral Goals (both of which include gender-conscious/neutral goals). The Race Conscious Goal portion should be based on programs that focus on and provide benefits only for DBEs. The use of contract goals is a primary example of a Race Conscious measure. The Race Neutral Goal portion should include programs that, while benefiting D8Es, are not solely focused on D8E firms. For example, a small business outreach program, technical assistance, and prompt payment clauses can assist a wide variety of businesses in addition to helping D8E firms.

8-9. The amounts in items 8(A)-9(I) should include all types of prime contracts awarded-and all types of subcontracts awarded or committed, including: professional or consultant services, construction, purchase of materials or supplies, lease or purchase of equipment and any other types of services. All dollar amounts are to reflect only the Federal share of such contracts, and should be rounded to the nearest dollar.

8(A). Provide the total dollar amount for all prime contracts assisted with DOT funds that were awarded during this reporting period.

8(8). Provide the total number of all prime contracts asststed with DOT funds that were awarded during this reporting period.

8(C). From the total dollar amount awarded in item 8(A), provide the dollar amount awarded to certified D8Es during this reporting period.

8(D). From the total number of prime contracts awarded in item 8(8), specify the number awarded to certified D8Es during this reporting period.

8(E). From the total dollars awarded in 8(C), provide the dollar amount awarded to D8Es though the use of Race Conscious methods. See the definition of Race Conscious Goal in item 7 and the explanation of project types in item 8 to include in your calculation.

8(F). From the total number of prime contracts awarded in 8(D), specify the number awarded to DBEs through Race Conscious methods.

8(G). From the total dollar amount awarded in item 8(C), provide the dollar amount awarded to certified D8Es through the use of Race Neutral methods. See the definition of Race Neutral Goal m item 7 and the explanation of project types in item 8 to include.

8(H). From the total number of prime contracts awarded in 8(D), specify the number awarded to D8Es through Race Neutral methods.

8(I). Of all prime contracts awarded this reporting period, calculate the percentage going to DBEs. Divide the dollar amount in item

8(C) by the dollar amount in item 8(A) to derive this percentage. Round percentage to the nearest tenth.
9(A)-9(I). Items 9(A)-9(I) are derived in the same way as items 8(A)-8(I), except that these calculations should be based on subcontracts
Exhibit 17 (continued)

rather than prime contracts. Unlike prime contracts, which may only be awarded, subcontracts may be either awarded or committed.
IO(A)-1l(I). For all DBEs awarded prime contracts and awarded or committed subcontracts as indicated in 8(C)-(D) and 9(C)-(D), break the data down further by total dollar amount as well as the number of all contracts going to each ethnic group as well as to nonminority women. The "Other" category includes those DBEs who are not members of the presumptively disadvantaged groups already listed, but who are determined eligible for the D8E program on an individual basis (e.g. a Caucasian male with a disability). The TOTALS value in lO(H) should equal the sum of 8(C) plus 9(C), and similarly, the TOTALS value in II(H) should equal the sum of 8(D) plus 9(D). Column I should only be filled out if this report is due on December 1, as indicated in item 5. The values for this column are derived by adding the values reported in column H in your first report with the values reported in this second report.
12(A). Provide the total number of prime contracts completed during this reporting period that had Race Conscious goals. Race Conscious contracts are those with contract goals or another Race Conscious measure.
12(8). Provide the total dollar value of prime contracts completed this reporting period that had Race Conscious goals.
12(C). Provide the total dollar amount of D8E participation on all Race Conscious prime contracts completed this reporting period that was necessary to meet the contract goals on them. This applies only to Race Conscious prime contracts.
12(D). Provide the actual total D8E participation in dollars on the race conscious prime contracts completed this reporting period.
12(E). Of all the prime contracts completed this reporting period, calculate the percentage of D8E participation. Divide the actual total dollar amount in 12(D) by the total dollar value provided in 12(8) to derive this percentage. Round to the nearest tenth.
13(A)-13(E). Items 13(A)-13(E) are derived in the same manner as items 12(A)-12(E), except these figures should be based on Race Neutral prime contacts (i.e. those with no race conscious measures).
14(A)-14(E). Calculate the totals for each column by adding the race conscious and neutral figures provided in each row above.
!5. Name of the Authorized Representative preparing this form.
16. Signature of the Authorized Representative.
17. Phone number of the Authorized Representative.
18. Fax number of the Authorized Representative.

**Submit your completed report to your Regional or Division Office.

# Exhibit 17 (continued)

## Example of DBE semi-annual reporting form due May 1st & Nov 1st

**UNIFORM REPORT OF DBE AWARDS OR COMMITMENTS AND PAYMENTS**

**Please refer to the instructions sheet for directions on filling out this form**

1. Submitted to (check only one): [ ] FHWA [ ] FAA [ ] FTA--Vendor Number

2. AIP Numbers (FAA Recipients Only):

3. Federal fiscal year in which reporting period falls: FY

4. Date This Report Submitted:

5. Reporting Period [ ] Report due June 1 (for period Oct. 1-Mar. 31) [ ] Report due Dec. 1 (for period April 1-Sept. 30)
[ ] FAA Annual Report

6. Name of Recipient:

7. Annual DBE Goal(s): Race Conscious Goal _____% Race Neutral Goal _____% OVERALL Goal _____%

| AWARDS/COMMITMENTS MADE DURING THIS REPORTING PERIOD (total contracts and subcontracts awarded or committed during this reporting period) | A Total Dollars | B Total Number | C Total to DBEs (dollars) | D Total to DBEs (number) | E Total to DBEs /Race Conscious (dollars) | F Total to DBEs/Race Conscious (number) | G Total to DBEs/Race Neutral (dollars) | H Total to DBEs/Race Neutral (number) | I Percentage of total dollars to DBEs |
|---|---|---|---|---|---|---|---|---|---|
| 8. Prime contracts awarded this period | | | | | | | | | |
| 9. Subcontracts awarded/committed this period | | | | | | | | | |
| TOTAL | | | | | | | | | |

| DBE AWARDS/COMMITMENTS THIS REPORTING PERIOD-BREAKDOWN BY ETHNICITY & GENDER | A Black American | B Hispanic American | C Native American | D Subcont. Asian American | E Asian-Pacific American | F Non-Minority Women | G Other (i.e., not of any other group listed here) | H TOTALS (for this reporting period only) | I Year-End TOTALS |
|---|---|---|---|---|---|---|---|---|---|
| 10. Total Number of Contracts (Prime and Sub) | | | | | | | | | |
| 11. Total Dollar Value | | | | | | | | | |

| ACTUAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD | A Number of Prime Contracts Completed | B Total Dollar Value of Prime Contracts Completed | C DBE Participation Needed to Meet Goal (Dollars) | D Total DBE Participation (Dollars) | E Percentage of Total DBE Participation |
|---|---|---|---|---|---|
| 12. Race Conscious | | | | | |
| 13. Race Neutral | | | | | |
| 14. Totals | | | | | |

15. Submitted by (Print Name of Authorized Representative)

16. Signature of Authorized Representative

17. Phone Number:

18. Fax Number:

EXHIBIT 18
TRANSIT ASSET MANAGEMENT

*The Applicant/Recipient will provide the following certification if it applies for funding made available or appropriated for 49 U.S.C chapter 53, as amended by MAP-21 or for former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded MAP-21 cross-cutting requirement.*

The Applicant/Recipient certifies it will:

1. Follow Federal guidance issued that implements transit asset management system provisions of 49 U.S.C. 5326, as amended by MAP-21, except as FTA determines otherwise in writing, and

2. Comply with the final Federal regulations that implement the transit asset management system required by 49 U.S.C. 5326, as amended by MAP-21, after those regulations have been issued as required by 49 U.S.C. 5326(e), as amended by MAP-21.

_____

Signature of Authorized Officer and date

Exhibit 19

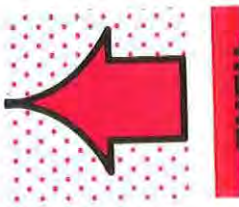
# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

*The Applicant/Recipient will provide the following certification if it applies for funding made available or appropriated for 49 U.S.C chapter 53, as amended by MAP-21 or for former 49 U.S.C. chapter 53 in effect in FY 2012 or a previous fiscal year, except as superseded MAP-21 cross-cutting requirement.*

The Applicant/Recipient certifies it will:

1. Follow Federal guidance issued that implements the safety plan provisions of 49 U.S.C. § 5329(a) – (d), as amended by MAP-21, except as FTA determines otherwise in writing, and

2. Comply with the final Federal regulations that implement the safety plan requirements of 49 U.S.C. § 5329(a) – (d), as amended by MAP-21, after within one year after FTA has issued that plan as required by 49 U.S.C. 5329(b), as amended by MAP-21.



_____

Signature of Authorized Officer and date

**EXHIBIT 20**

ACQUISITION OF CAPITAL ASSETS BY LEASE

*An Applicant/Recipient that intends to request the use of Federal funding authorized under 49 U.S.C. Chapter 53 to acquire capital assets by lease is required to provide the following certification.*

As required by FTA regulations, "Capital Leases," 49 CRF part 639, specifically 49 CFR 639.15(b)(1) and 49 CFR 639.21, if the Applicant/Recipient acquires any capital asset through a lease financed with Federal funding authorized under 49 U.S.C. Chapter 53, the Applicant/Recipient certifies as follows:

1. It will not use Federal funding authorized under 49 U.S.C. Chapter 53 to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and it completes these calculations before entering into the lease or receiving a capital grant for the asset, and

2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

_____

Signature of Authorized Officer and date

EXHIBIT 21

ACQUISTION OF ROLLING STOCK FOR USE IN REVENUE SERVICE

*An Applicant/Recipient that intends to request the use of Federal funding authorized under 49 U.S.C. Chapter 53, as amended by MAP-21 to acquire any rolling stock for use in revenue service is required to provide the following certification.*

The Applicant/Recipient certifies that in procuring revenue service rolling stock for use in revenue service, it will comply with Federal transit law, specifically 49 U.S.C. 5323(m), FTA regulations, ``Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,'' 49 CFR part 663, specifically 49 CFR 663.7.

The Applicant/Recipient will:

1. Conduct or cause to be conducted the required pre-award and post-delivery reviews, and
2. Maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

_____

Signature of Authorized Officer and date

**EXHIBIT 22**

BUS TESTING

*An Applicant/Recipient for Federal funding appropriated or made available for 49 U.S.C. Chapter 53, as amended by MAP-21, to acquire any new bus model and new bus models that require bus testing is required to provide the following certification.*

Because the MAP-21 cross-cutting requirement "Bus Testing" applies to all acquisitions of new buses and new bus models that require bus testing, the Applicant/Recipient will comply with 49 U.S.C. 5318, as amended by MAP-21, and FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318, as amended by MAP-21.

As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:

- ✓ The Applicant/Recipient will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that bus until (1) The bus has been tested at FTA's bus testing facility, and (2) It has received a copy of the test report prepared on that new bus model, and
- ✓ The Applicant/Recipient will not authorize final acceptance of the bus until: (1) The bus has been tested at FTA's bus testing facility, and (2) It has received a copy of the test report prepared on that new bus model,
- ✓ The Applicant/Recipient will ensure that the bus that is tested has met the performance standards consistent with those regulations, including:
    - Performance standards for: (1) Maintainability, (2) Reliability, (3) Performance (including braking performance),(4) Structural integrity, (5) Fuel economy, (6) Emissions, and (7) Noise, and
    - Minimum safety performance standards established under 49 U.S.C. 5329, as amended by MAP-21.

After FTA has issued regulations authorized by 49 U.S.C. 5318(e)(2), as amended by MAP-21, the Applicant/Recipient will ensure that the bus that is tested has received a passing aggregate test score under the "Pass/Fail" standard established under 49 U.S.C. 5318(e)(2), as amended by MAP-21.

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Signature of Authorized Officer and date

EXHIBIT 23

BUY AMERICA

*An Applicant/Recipient that intends to request the use of Federal assistance authorized under 49 U.S.C. Chapter 53, as amended by MAP-21 to acquire goods and rolling stock or for construction contracts (valued at more than $100,000) is required to provide the following certifications.*

The Applicant/Recipient agrees to comply with 49 U.S.C. 5323(j), as amended by MAP-21 and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), as amended by MAP-21 and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

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Signature of Authorized Officer and date

# APPENDIX A

## Grants and Cooperative Agreements; Fiscal Year 2013 Annual List of Certifications and Assurances

**Federal Transit Administration**

**Federal Fiscal Year 2013 Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements**

**AGENCY:** Federal Transit Administration, DOT.
**ACTION:** Notice of availability.

**SUMMARY:** The Federal Transit Administration (FTA) is directed to publish annually a list of all certifications required under 49 U.S.C. Chapter 53. For Federal Fiscal Year 2013 (FY 2013), FTA consolidated and updated the various pre-award Certifications and Assurances required to be submitted by an Applicant seeking an award of Federal public transportation assistance (funding) during FY 2013. This notice announces the availability of the FY 2013 Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements and the FTA Master Agreement, both of which are available at the FTA Web site, *http:// www.fta.dot.gov.* This notice also highlights the changes made to FTA's Certifications and Assurances for FY2013 that differ from previous provisions and also provides instructions on how and when to submit Certifications and Assurances for FY 2013.

**DATES:** *Effective Date:* These FY 2013
Certifications and Assurances are effective October 1, 2012, the first day of Federal Fiscal Year (FY) 2013.
**FOR FURTHER INFORMATION CONTACT:** The appropriate Regional or Metropolitan Office listed in this Notice. For copies of related documents and information, see our Web site at *http:// www.fta.dot.gov* or contact our Office of Administration at 202–366–4007.

**Region 4: Atlanta**

States served: Alabama, Florida, Georgia, Kentucky, Mississippi, NorthCarolina, South Carolina, Tennessee;
Territories served: Puerto Rico and theU.S. Virgin Islands
Telephone # 404–865–5600
**SUPPLEMENTARY INFORMATION:**

**1. What are FTA's responsibilities?**

The second sentence of 49 U.S.C.5323(n) states in pertinent part that"The Secretary [of Transportation] shall publish annually a list of all certifications required under this



chapter [49 U.S.C. chapter 53] * * *."

Below is our list of certifications required for our programs:

01. Required Certifications and Assurances for Each Applicant.
02. Lobbying.
03. Private Sector Protections.
04. Procurement and Procurement System.
05. Rolling Stock Reviews and Bus Testing.
06. Demand Responsive Service.
07. Intelligent Transportation Systems.
08. Interest and Finance Costs and Leasing Costs.
09. Transit Asset Management and Agency Safety Plans.
10. Alcohol and Controlled Substances Testing.
11. Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP–21.
12. State of Good Repair Program.
13. Fixed Guideway Modernization Grant Program.
14. Bus/Bus Facilities Programs.
15. Urbanized Area Formula Programs and Job Access and Reverse Commute (JARC) Program.
16. Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.

17. Rural/Other Than Urbanized Areas/Appalachian Development/Over- the-Road Bus Accessibility Programs.
18. Public Transportation on Indian Reservations and "Tribal Transit Programs".
19. Low or No Emission/Clean Fuels Grant Programs.
20. Paul S Sarbanes Transit in Parks Program.
21. State Safety Oversight Program.
22. Public Transportation Relief Program.
23. Expedited Project Delivery Pilot Program.
24. Infrastructure Finance Programs. Since 1995, we have consolidated Certifications and Assurances into a single document for publication in the **Federal Register.** To receive Federal funding made available or appropriated for the grant and cooperative agreement programs we administer, your Applicant must submit the annual Certifications and Assurances required for the type of funding your Applicant is seeking. We are now publishing our FY 2013 Certifications and Assurances, after our **Federal Register** publication of our "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP–21) and FTA Fiscal Year

2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 FR 63670, October 16, 2012 (FTA FY 2013 Apportionments Notice). In addition to reading the information in this Notice and its Appendix A (located at our Web site, *http:// www.fta.dot.gov*) we strongly advise your Applicant's certified or authorized representative (you) to read the information accompanying the apportionment tables in the FTA FY 2013 Apportionments Notice, particularly in light of the following legislation signed into law during FY2012:

a. The Moving Ahead for Progress in the 21st Century Act (MAP–21) Pub. L. 112–141, July 6, 2012, which is FTA's most recent authorizing legislation, and b. The Continuing Appropriations Resolution, 2013 (CR), Pub. L. 112–175, September 28, 2012, which provides appropriations to FTA for October 1, 2012 through March 27, 2013.

**2. What is Their Legal Effect?**

a. *With Certain Exceptions, the Latest FTA Certifications and Assurances Control.* Certifications and Assurances are pre-award representations typically required by Federal law or regulation that your Applicant must submit before FTA may provide Federal funding for a Project. Typically, FTA's FY 2013 Certifications and Assurances have superseded any FTA Certifications and Assurances published in an earlier fiscal year, except as FTA determines otherwise in writing. Our annual Certifications and Assurances also supersede other Certifications and Assurances that may have appeared as illustrations in a discontinued FTA circular. For this year, however, certain Certifications and Assurances in effect before MAP–21 became effective will continue to apply to certain Projects and Project activities. For this reason, our Certifications and Assurances have increased to accommodate requirements for Programs funded by MAP–21 and Programs funded in FY 2012 or a previous fiscal year. Therefore, it is critically important that you know the fiscal year in which the funding awarded for your Project was appropriated. After publication in the **Federal Register**, your Applicant must submit sufficient FY 2013 Certifications and Assurances required by Federal law or regulations before FTA may award Federal funds to support your Applicant's Project.

b. Binding Commitment. An Applicant typically acts through its certified or authorized representative. In that case, your Applicant will be required to comply with any Certifications or Assurances you make on its behalf irrespective of how long you remain your Applicant's authorized representative. When you provide your Applicant's Certifications and Assurances to FTA, both you and your Applicant are agreeing to comply with their terms. As a result, when Certifications and Assurances that would apply under MAP–21 differ from Certifications and Assurances that would apply in FY 2012 or a previous fiscal year, we have included both types in the single Group used to support the funding your Applicant's requests.

c. Length of Commitment. Your Applicant's FY 2013 Certifications and Assurances remain in effect until its Project is closed or the useful life of its Project property has expired, whichever is later. If your Applicant provides different Certifications and Assurances in a later fiscal year, the later Certifications and Assurances generally will apply to its Project, except as we determine otherwise in writing.

d. Duration. You and your Applicant may use the FY 2013 Certifications and Assurances in Appendix A to support applications for FTA funding until we issue our FY 2014 Certifications and Assurances.

e. Our FY 2013 Certifications and Assurances are an Incomplete List of Federal Requirements. We caution that our FY 2013 Certifications and Assurances focus mainly on those representations your Applicant is required to present to FTA before FTA may award Federal funds for your Applicant's Project. Consequently, our Certifications and Assurances do not include many other Federal requirements that will apply to your Applicant and its Project.

f. Federal Requirements. In addition to the information in this Notice and our FTA FY 2013 Apportionments Notice, we also strongly encourage you and your Applicant's staff and Third Party Participants to review all Federal legislation, regulations, and guidance that apply to your Applicant and its proposed Project. Our FY 2013 Master Agreement identifies many of those requirements and can be accessed at *http://www.fta.dot.gov.*

g. Penalties for False or Fraudulent Statements. If you or your Applicant provides any false or fraudulent statement to the Federal government, you or your Applicant may incur both Federal civil and criminal penalties. *See:*

(1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 *et seq.,*



(2) U.S. Department of Transportation (U.S. DOT) regulations, "Program Fraud Civil Remedies," 49 CFR part 31, and

(3) Section 5323(l)(1) of title 49, U.S.C., which provides for Federal criminal penalties and termination of Federal funding should you or your Applicant provide a false or fraudulent certificate, submission, or statement in connection with the Federal transit program authorized by 49 U.S.C. chapter 53.

**3. What are your responsibilities?**

a. Make Sure All Involved With Your Applicant's Project Understands the Federal Requirements That Will Apply to Your Applicant and Its Project. Your Applicant will be responsible for compliance with all Federal requirements that apply to itself and its Project. Nevertheless, people and organizations participating in your Applicant's Project (Third Party Participants) can seriously affect your Applicant's ability to comply with those Federal requirements. Therefore, all Third Party Participants involved in your Applicant's Project need to know and agree to comply with the Federal requirements that affect their Project related activities.

b. Subrecipient and Other Third Party Participation. Except in limited circumstances when we have determined otherwise, your Applicant is ultimately responsible for compliance with all Certifications and Assurances that you select on its behalf even though much of its Project will be carried out by Subrecipients or other Third Party Participants. Therefore, we strongly recommend that you take appropriate measures to ensure that the Subrecipients and other Third Party Participants in your Applicant's Project do not take actions that will cause your Applicant to violate the representations made in its Certifications and Assurances.

c. Submit Your Applicant's Certifications and Assurances. You must submit all Groups of the FY 2013 Certifications and Assurances that apply to your Applicant and the Projects for which it seeks FTA funding in FY 2013. For your convenience, we recommend that you submit all 24 Groups of Certifications and Assurances. Those provisions of the various Certifications and Assurances that do not apply to your Applicant or its Project will not be enforced.

d. Obtain the Affirmation of Your Applicant's Attorney. You must obtain an affirmation of your Applicant's Attorney, signed in FY 2013, stating that your Applicant has sufficient authority under its State and local law to certify its compliance with the FY 2013 Certifications and Assurances that you have selected on its behalf. Your Applicant's Attorney must sign this affirmation during FY 2013. An Affirmation of your Applicant's Attorney dated in a previous fiscal year is insufficient, unless FTA expressly determines otherwise in writing.

e. When To Submit.

(1) If your Applicant is applying for funding under any of the discretionary capital programs (New Starts, Small Starts, or Core Capacity Improvement), we expect to receive your FY 2013 Certifications and Assurances within ninety (90) days from the date of this publication or soon after the submittal of your Applicant's request for FY 2013 funding. Likewise, if your Applicant is a current FTA grantee with an active project funded with FTA capital or formula funds, we expect to receive your FY 2013 Certifications and Assurances within ninety (90) days from the date of this publication or soon after the submittal of your Applicant's request for FY 2013 funding.

(2) If your Applicant seeks funding from an FTA program other than a formula program or a discretionary capital program, we expect to receive your Applicant's FY 2013 Certifications and Assurances as soon as possible.

**4. Where are FTA's FY 2013 certifications and assurances?**

a. Appendix A of this Notice, which is available at our Web site, *http:// www.fta.dot.gov*, and

b. TEAM-Web, our electronic award and management system, *http:// ftateamweb.fta.dot.gov*, at the "Cert's & Assurances" tab of the "View/Modify Recipients" page in the "Recipients" option.

**5. What changes have been made since FY 2012?**

a. *Recent Federal Statutes.* MAP–21 and the CR have required many changes to FTA's annual Certifications and Assurances and the Projects to which they apply. FTA's FY2013 Certifications and Assurances encompass those necessary changes:

b. *Application of Statutes.* When FTA issued its FY 2013 Certifications and Assurances, the CR provided for continuing projects or activities for which funding was available in FY 2012, except as provided in section 154 of the CR. In section 154 of the CR, Congress updated the appropriations language for FTA's formula programs providing an obligation limitation and liquidating authority to reflect changes to FTA's formula programs authorized in MAP–21. Section 154 of the CR allows FTA to administer FY 2013 funds for formula grant programs according to the terms and conditions established under MAP–21. Funding under the CR is not available for programs that were repealed by MAP–21. Except for the "MAP–21 cross- cutting" requirements listed in subsection 5.c below, the program and eligibility requirements in effect in FY 2012 or a previous fiscal year apply to the following Projects as of October 16, 2012, the date the FTA FY 2013 Apportionments Notice was published: (1) Projects financed with funding made available or appropriated in FY 2012 or a previous fiscal year, which funding FTA has awarded before October 1, 2012, when MAP–21 became effective, (2) Projects financed with funding made available or appropriated for FY 2012 or a previous fiscal year, which funding FTA awards or will award after October 1, 2012, when MAP–21 became effective.[1]

c. Notwithstanding the applicability of program and eligibility requirements in effect in FY 2012 or a previous fiscal year for those Projects listed in the preceding subsection 5.b above, FTA has determined that the following MAP–21 requirements apply to Projects funded with appropriations for FY 2012 or a previous fiscal year. (FTA refers to these requirements as "MAP–21 cross- cutting" requirements.) As listed in the FTA FY 2013 Apportionments Notice, FTA has determined MAP–21 cross-cutting requirements include, but are not limited to:

(1) Metropolitan and Statewide Planning,
(2) Environmental Review Process,
(3) Agency Safety Plans,
(4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
(5) Costs Incurred by Providers of Public Transportation by Vanpool,
(6) Revenue Bonds as Local Match,
(7) Debt Service Reserve,
(8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
(9) Private Sector Participation,
(10) Bus Testing,
(11) Buy America,
(12) Corridor Preservation,
(13) Rail Car Procurements,

(14) Veterans Preference/Employment, and
(15) Alcohol and Controlled
Substance Testing.

[1] FTA may provide unobligated funds made available or appropriated for FY 2012 or a previous fiscal year for new projects authorized under provisions of law that MAP–21 has repealed.



d. *Preface.* We amended the Preface to identify the Web site for our FY 2013 Master Agreement, *http://www.fta.dot.gov.*
e. *Compliance with All Applicable Requirements.*
(1) In the past, we have cautioned Applicants that their Subrecipients may also be responsible for compliance with certain Federal requirements that are not identified in our annual Certifications and Assurances. Now, throughout this Notice and the FY 2013 Certifications and Assurances, we are cautioning your Applicant that its other Third Party Participants may also need to comply with certain Federal requirements, regardless of whether those requirements are identified in our annual Certifications and Assurances, and (2) Because TEAM-Web has the capacity for only twenty-four (24) Groups of Certifications and Assurances, we have consolidated related Certifications and Assurances, both old and new, into a single group, so that the total number of groups does not exceed twenty-four (24). Should one or more certifications or assurances within a group not apply to your Applicant or its Project, selecting the entire group will not make those inapplicable certifications or assurances then applicable to your Applicant and its Project. Provisions of any Certification or Assurance that do not apply to your Applicant or its Project will not be enforced.
f. *Group 01, Certification D,*
*''Nondiscrimination,'' and former Certification E, ''Assurance of Nondiscrimination on the Basis of Disability.''*
(1) For consistency with the MAP–21 amendment to 49 U.S.C. 5332 that added disability to the list of prohibited reasons for discrimination, we made the following changes:
(a) We consolidated the former Group 01, Certification E, prohibiting discrimination against individuals with disabilities with the former Group 01, Certification D, the ''Nondiscrimination'' certifications that apply to various other prohibitions against discrimination, (b) We added ''disability'' as a prohibited reason for discrimination in Sections 1 and 1.a, and
(c) We substituted ''religion for ''creed,'' in Sections 1 and 1.a,
(2) We added a reference to U.S. DOT regulations, 49 CFR part 39, in Sections 1.f, and
(3) We added a new Section 2 to obtain your Applicant's agreement to follow Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing.
g. *Re-numbering.* We re-numbered:
(1) Former Group 01, Certification F as Group 01, Certification E, and
(2) Former Group 01, Assurance G, as Group 01, Assurance F.
h. *Re-numbered Group 01, Certification F, ''U.S. OMB Assurances in SF–424B and SF–424D'' [former Group 01, Certification G].* We added a reference to the new MAP–21 amendment to 49 U.S.C. 5323(b), which expressly requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 *et seq.* among the requirements that apply to FTA's Capital Projects funded by 49 U.S.C. chapter 53.
i. *New Group 03, ''Private Sector Protections,'' [consolidating former Group 04 ''Protections for Private Providers of Public Transportation,'' former Group 09 ''Charter Service Agreement,'' and former Group 10 ''School Transportation Agreement'']*. We established a new Group 03 focusing on protections for private providers of public transportation:
(1) The ''Private Sector Property Protections'' of Group 03 include the following:
(a) Private Sector Property Protections, with no substantive changes made,
(b) Charter Service Agreement, with the following substantive changes:
(1) Consistent with the exception for JARC activities authorized in FTA's Charter Service Regulations, 49 CFR 604.2, for repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, the Federal Transit Administrator has determined that FTA's Charter Service requirements are not appropriate for the JARC activities that will be funded under 49 U.S.C. 5307, as amended by MAP–21,
(2) Consistent with the exception for New Freedom activities authorized in FTA's Charter Service Regulations, 49 CFR 604.2, for repealed 49 U.S.C. 5317, the Federal Transit Administrator has determined that FTA's Charter Service requirements are not appropriate for the New Freedom activities that will be funded under 49 U.S.C. 5310, as amended by MAP–21, and
**(3) Use by intercity and charter operators of FTA funded facilities as specified in 49 U.S.C. 5323(r), as amended by MAP–21, will not result in a violation of FTA's Charter Service Regulations, and**
(c) School Bus Agreement, with no substantive changes made.
j. *Re-numbered Group 04,*
*''Procurement and Procurement System'' [former Group 03,*
*''Procurement Certification'']*. We transferred former Group 03 to Group 04 without making any substantive changes.
k. *New Group 05 ''Rolling Stock Reviews and Bus Testing'' [consolidating former Group 06,*
*''Acquisition of Rolling Stock for Use in Revenue Service,'' and Group 08, ''Bus Testing'']*. We established a new Group 05 focusing certifications that certain reviews and testing required for certain rolling stock have or will be completed:
(1) The following Certifications are included in the new Group 05:
(a) ''Rolling Stock Reviews,'' required by 49 U.S.C. 5323(m), and
(b) ''Bus Testing,'' required by 49 U.S.C. 5318, as amended by MAP–21, and
(2) MAP–21 Changes:
(a) MAP–21 did not make any substantive changes to the ''Rolling Stock Reviews'' certification, but

(b) MAP–21 did change the bus testing requirements, which requirements are now reflected in the FY 2013 "Bus Testing" certification.

l. *Former Group 05 "Public Hearing."* We deleted the former "Public Hearing"certification because MAP–21 amended 49 U.S.C. 5323(b) to repeal FTA's special statutory public hearing requirements.

m. *Re-numbered Group 06, "Demand Responsive Service," [former Group 11].* We transferred the "Demand Responsive Service" certification from former Group 11 to Group 06 without making any substantive changes.

n. *Re-numbered Group 07, "IntelligentTransportation Systems," [former Group 14]:*

(1) We transferred the "Intelligent Transportation Systems" assurance from former Group 14 to Group 7, and

(2) We changed the assurance to add the new citation to the Intelligent Transportation System statutory provisions now codified at 23 U.S.C. 517.

o. *New Group 08, "Interest and Financing Costs and Leasing Costs," [consolidating former Group 13, "Interest and Other Financing Costs," and former Group 07, "Acquisition of Capital Assets by Lease"].*

(1) We established a new Group 08 focused on certifications involving finance that includes the following certifications:

(a) "Interest and Financing Costs,"

and

(b) "Acquisition of Capital Assets by Lease,"

(2) In addition to transferring the certifications identified above, (a) Rather than include in the "Financing and Leasing Costs



certification the several citations to those requirements in 49 U.S.C. chapter 53 (both before and after MAP–21 was signed into law), we have listed the types of projects to which the "Interest and Financing Costs" certifications would apply, and

(b) We made no substantive changes to the "Acquisition of Capital Assets through a Lease" certification.

p. *New Group 09, "Transit Asset Management and Safety Plans."* We established a new Group 09 focused on plans MAP–21 requires:

(1) The "Transit Asset Management

Plan" certification of compliance with the rule issued under 49 U.S.C. 5326(d), as amended by MAP–21, are required by 49 U.S.C. 5337(a)(4), as amended by MAP–21, and

(2) The "Public Transportation

Agency Safety Plan" certifications required by 49 U.S.C. 5329(d), as amended by MAP–21.

q. *Re-numbered Group 10, "Alcohol and Controlled Substances Testing," [former Group 12, "Alcohol Misuse and Prohibited Drug Use"].* We transferred former Group 12 to re-numbered Group

10 and revised its provisions to conform to 49 U.S.C. 5331, as amended by MAP– 21. We added a provision that should your Applicant reside in a State that permits marijuana use for medical or recreational purposes, your Applicant must comply with Federal (not State) controlled substance testing requirements of 49 CFR part 655.

r. *New Group 11, "Fixed Guideway Capital Investment Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect Before MAP–21."*

(1) We established a new Group 11 focused on certifications for FTA's new Fixed Guideway Capital Investment Program, consisting of only the New Starts Program, the Small Starts Program, and the Core Capacity Program.

(a) Before MAP–21 became effective, the Capital Investment Program under former 49 U.S.C. 5309 consisted of the:

(i) New Fixed Capital Program,

(ii) Fixed Guideway Modernization Grant Program, and

(iii) Buses and Bus Related Equipment and Facilities Program, (b) MAP–21:

(i) Repealed the former Fixed Guideway Modernization Grant Program, and

(ii) Established the new Bus and Bus Facilities Formula Program in 49 U.S.C. 5339, as amended by MAP–21.

(c) Therefore, we have established separate certifications for Fixed Guideway Capital Investment Program, encompassing the New Starts Program, the Small Starts Program, and the Core Capacity Program) that remain in 49 U.S.C. 5309, as amended by MAP–21, irrespective of whether those programs are:

(i) Financed with funding that was made available or appropriated for 49 U.S.C. 5309, as amended by MAP–21, or

(ii) Financed with funding that was made available or appropriated for former 49 U.S.C. 5309 in effect in FY2012 or a previous fiscal year, and

(2) Your Applicant should provide the certifications in Group 11 if it seeks funding made available or appropriated for:

(a) 49 U.S.C. 5309, as amended by MAP–21, or

(b) Former 49 U.S.C. 5309 in effect in FY2012 or a previous fiscal year.

s. *New Group 12, "State of Good Repair Program."* MAP–21 created a new State of Good Repair Program. We request each Applicant for State of Good Repair funding to provide the "State of Good Repair Program" certification in new Group 12.

t. *New Group 13, "Fixed Guideway Modernization Grant Program."* MAP–

21 amended 49 U.S.C. 5309 without re- authorizing the Fixed Guideway Grant Modernization Program. Because unobligated funds remain for that Program, we have included a "Fixed Guideway Modernization Grant Program" certification for Applicants seeking those funds.

u. *New Group 14, "Bus and Bus Facilities Programs."*

(1) MAP–21 amended former 49 U.S.C. 5309 by:

(a) Changing the Bus and Bus Related Equipment and Facilities Program from a discretionary program to a new formula Bus and Bus Facilities Formula program,

(b) Establishing the new program under 49 U.S.C. 5339, and

(c) Repealing the Alternatives Analysis Program under former 49 U.S.C. 5339 in effect in FY 2012 or a previous fiscal year,

(2) Accordingly, we established a new Group 14 with certifications for Bus and Bus Facilities Projects depending on whether the funding source for those Projects is:

(a) The Bus and Bus Facilities Formula Program under MAP–21, or

(b) The Bus and Bus Related Equipment and Facilities Grant Program (Discretionary),

(3) The "Bus and Bus Facilities Formula Program" certification reflects the provisions of MAP–21, while the "Bus and Bus Related Equipment and Facilities Grant Program (Discretionary)" certification, reflects the provisions of FTA enabling legislation in effect in FY 2012 or a previous fiscal year,

(4) Notwithstanding 49 U.S.C. 5339(b), as amended by MAP–21, which makes 49 U.S.C. 5307 requirements applicable to the new Bus and Bus Facilities Formula Program, the Federal Transit Administrator has determined that:

(a) The certification required by 49 U.S.C. 5307(c)(1)(J), as amended by MAP–21, to spend one (1) percent of the funds made available for security projects does not apply to the Bus and Bus Facilities Formula Program because the requirement applies only to the 49 U.S.C. 5307 urbanized area formula apportionments, and (b) The certification required by 49 U.S.C. 5307(c)(1)(K), as amended by MAP–21, to spend one (1) percent of the funds made available for associated transit improvement projects does not apply to the Bus and Bus Facilities Formula Program because the requirement applies only to the 49 U.S.C. 5307 urbanized area formula apportionments, and

(5) Therefore, to assure that FTA can award the type of funding most suitable for your Applicant's Project, your Applicant should provide the certifications in Group 14 if it seeks funding made available or appropriated for:

(a) 49 U.S.C. 5339, as amended by MAP–21, or

(b) Former 49 U.S.C. 5309 in effect in FY2012 or a previous fiscal year.

v. *New Group 15, "Urbanized Area Formula Grant Programs and Job Access and Reverse Commute (JARC) Formula Grant Program," [consolidating former Group 15, "Urbanized Area Formula Program," and Group 19, "Job Access and Reverse Commute Program," with the new "Urbanized Area Formula Program" authorized by MAP–21]:*

(1) We established a new Group 15 focused on our public transportation programs in urbanized areas, including separate certifications for each of the following three programs:

(a) The Urbanized Area Formula Grant Program under MAP–21,

(b) The Urbanized Area Formula Program in effect in FY 2012 or a previous fiscal year, and

(c) The Job Access and Reverse Commute (JARC) Program, which authorized the separate JARC program,[2] even though MAP–21 repealed former

[2] JARC activities are now eligible for funding made available or appropriated for the Urbanized Area Formula Program authorized by 49 U.S.C. 5307, as amended by MAP–21.



49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, and (2) Therefore, to assure that FTA can award the type of funding most suitable for your Applicant's Project, your Applicant should provide the certifications in Group 15 if it seeks funding made available or appropriated for:

(a) 49 U.S.C. 5307, as amended by MAP–21,

(b) Former 49 U.S.C. 5307 in effect in FY2012 or a previous fiscal year, or

(c) Former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year.

w. *New Group 16, "Seniors/Elderly/Individuals with Disabilities and New Freedom Programs," [consolidating former Group 18, "Elderly and Individuals with Disabilities Formula Program and Pilot Program," and Group 20, "New Freedom" Program," with the new certification for the "Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program"].*

(1) We established a new Group 16 focused on our programs that provide specialized public transportation for seniors and individuals with disabilities, including separate certifications for each of the following three programs:

(a) The Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,

(b) The Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program in effect in FY 2012 or a previous fiscal year, and

(c) The New Freedom Program, even though MAP–21 repealed former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, which authorized the separate New Freedom program,[3]

(2) Consistent with the legislation under former 49 U.S.C. 5310 in effect in FY 2012 and previous fiscal years, the new Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, as amended by MAP–21, must comply with the requirements of 49 U.S.C. 5307, as amended by MAP–21, but does permit exceptions. Therefore, as authorized by 49 U.S.C. 5310(c)(1), as amended by MAP–21, and consistent with similar determinations made for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program authorized by former 49 U.S.C.

[3] New Freedom activities are now an eligible for funding made available or appropriated for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, as amended by MAP–21.

5310 in effect in FY 2012 or a previous fiscal year, the Federal Transit Administrator has determined that the following Certifications required by 49 U.S.C. 5307(c)(1), as amended by MAP–21, are not appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program:

(a) The half fare requirements of U.S.C. 5307(c)(1)(D), as amended by MAP–21, are not appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program because:

(i) The services financed under this Program are designed specifically for and available primarily to seniors and individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design, and

(ii) The half fare provisions that benefit those individuals are focused on peak periods, and peak demand that has not been relevant to the provision of 49 U.S.C. 5310 specialized services,

(b) The public participation, planning, and coordination provisions of 49 U.S.C. 5307(c)(1)(F), as amended by MAP–21, are not appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program because 49 U.S.C. 5310, as amended by MAP–21, prescribes specific public participation, planning, and coordination provisions for this Program,

(c) The requirements of 49 U.S.C. 5307(c)(1)(I), as amended by MAP–21, for a "locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation" are not appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program because 49 U.S.C. 5310(c)(2)(B), as amended by MAP–21, expressly requires a locally coordinated transportation plan from which projects to support public transportation for seniors and individuals with disabilities are to be selected,

(d) The requirement of 49 U.S.C. 5307(c)(1)(J), as amended by MAP–21, to spend one (1) percent of funds made available for 49 U.S.C. 5310, as amended by MAP–21, for security projects is not appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities because the requirement applies only to the 49 U.S.C. 5307 urbanized area formula apportionments, and

(e) The requirement of 49 U.S.C. 5307(c)(1)(K), as amended by MAP–21, to spend one (1) percent of funds authorized for 49 U.S.C. 5310, as amended by MAP–21, for associated transit improvements is not appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program because the requirement applies only to the 49 U.S.C. 5307 urbanized area formula apportionments, and (4) To assure that FTA will be able to award the type of funding most suitable for your Applicant's Project, your Applicant should provide the certifications in Group 16 if it seeks funding made available or appropriated for:

(a) 49 U.S.C. 5310, as amended by MAP–21,

(b) Former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, or

(c) Former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year.

x. *New Group 17, "Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs," [former Group 18, "Nonurbanized Area Formula Program for States"].*

(1) We established a new Group 17 focused on our public transportation programs in rural areas, including separate certifications for the following four programs:

(a) The Formula Grants for Rural Areas Program,

(b) The Formula Grants for Other than Urbanized Areas Program,

(c) The Appalachian Development Public Transportation Assistance Program, and

(d) The Over-the-Road Bus Accessibility Program, and

(2) Therefore, to assure that FTA will be able to award the type of funding most suitable for your Applicant's Project, your Applicant should provide the certifications in Group 17 if it seeks funding made available or appropriated for:

(a) 49 U.S.C. 5311(b), as amended by MAP–21,

(b) Former 49 U.S.C. 5311(b) in effect in FY2012 or a previous fiscal year,

(c) 49 U.S.C. 5311(c)(2), as amended by MAP–21, or

(d) Former section 3038 of the Transportation Equity Act for the 21st Century, as amended by section 3039 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users.

y. *New Group 18, "Public Transportation on Indian Reservations"*

*and 'Tribal Transit' Programs" [former Group 22, "Tribal Transit Program"].* (1) We established a new Group 18 focused on our public transportation programs in Indian tribal areas, including separate certifications for the following two programs:

(a) The Public Transportation on Indian Reservations Program, and (b) The "Tribal Transit Program," and

(2) Therefore, to assure that FTA can award the type of funding most suitable for your Applicant's Project, your Applicant should provide the certifications in Group 18 if it seeks funding made available or appropriated for:

(a) 49 U.S.C. 5311(c)(1), as amended by MAP–21, or

(b) Former 49 U.S.C. 5311(c)(1) in effect in FY2012 or a previous fiscal year.

z. *New Group 19, "Low or No Emission/Clean Fuels Grant Programs" [former Group 16, "Clean Fuels Grant Program"].*

(1) We established a new Group 19 focused on our programs to reduce emissions, including separate certifications for the following two programs:

(a) The Low or No Emission Vehicle Deployment Program, authorized by 49 U.S.C. 5312(d)(5), as amended by MAP–
21, and (b) The Clean Fuels Grant Program, authorized by former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year,

(2) Consistent with the determinations made for the Clean Fuels Program authorized by former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year, the new Low or No Emission Vehicle Deployment Program must comply with the requirements of 49 U.S.C. 5307, as amended by MAP–21. The Federal Transit Administrator has determined, however, that the following Certifications required by 49 U.S.C. 5307(c)(1), as amended by MAP–21, are not appropriate for the Low or No Emission Vehicle Deployment Program:

(a) The certification required by 49 U.S.C. 5307(c)(1)(J), as amended by MAP–21, to spend one (1) percent of funds made available for the Low or No Emission Vehicle Deployment Program, 49 U.S.C. 5312(d)(5), as amended by MAP–21, for security projects:

(i) Does not apply to the Low or No Emission Vehicle Deployment Program because the requirement applies only to the 49 U.S.C. 5307 urbanized area formula apportionments, but (ii) Does apply to the Low or No Emission Vehicle Deployment Program if funds made available or appropriated for 49 U.S.C. 5307 will be used for projects within the Low or No Emission
Vehicle Deployment Program, and (b) The certification required by 49 U.S.C. 5307(c)(1)(K), as amended by MAP–21, to spend one (1) percent of funds made available for 49 U.S.C. 5312(d)(5), as amended by MAP–21, for associated transit improvement projects:

(i) Does not apply to the Low or No Emission Vehicle Deployment Program because the requirement applies only to the 49 U.S.C. 5307 urbanized area formula apportionments, but (ii) Does apply to the extent that funds made available or appropriated for 49 U.S.C. 5307 will be used for a project within the Low or No Emission Vehicle Deployment Program, and

(3) To assure that FTA can award the type of funding most suitable for your Applicant's Project, your Applicant should provide the certifications in Group 19 if it seeks funding made available or appropriated for:

(a) 49 U.S.C. 5312(d)(5), as amended by MAP–21, or

(b) Former 49 U.S.C. 5308 in effect in FY2012 or a previous fiscal year.

aa. *Re-Numbered Group 20, "Paul S. Sarbanes Transit in Parks Program," [former Group 21].* MAP–21 repealed the Paul S. Sarbanes Transit in Parks Program, authorized by former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year. Because unobligated funds remain under that Program, we have included certifications required for Applicants seeking those funds.

bb. *New Group 21, "State Safety Oversight Grant Program."* MAP–21 created a new State Safety Oversight Grant Program. We request that each Applicant for State Safety Oversight Program funding to provide the Assurances in new Group 21.

cc. *New Group 22, "Public Transportation Emergency Relief Program."* MAP–21 created a new Public Transportation Emergency Relief Program. We request each Applicant for Public Transportation Emergency Relief Program funding to provide the Assurances in new Group 22.

dd. *New Group 23, "Expedited Project Delivery Pilot Program."* MAP–21 established a new Pilot Program requiring a certification that an Applicant's public transportation
system is in a state of good repair. We request each Applicant for that Pilot Program funding to provide the Assurances in new Group 23.

ee. *New Group 24, "Infrastructure Finance Programs," [consolidating former Group 23, "TIFIA Projects" and former Group 24, "Deposits of Federal Financial Funding to State Infrastructure Banks"].*

(1) We established a new Group 24 focused on infrastructure finance programs, including:

(a) The Transportation Infrastructure Finance and Innovation Act (TIFIA) Program under 23 U.S.C. 601–609, and

(b) The State Infrastructure Banks(SIB) Program under 23 U.S.C. 610,

(2) For the TIFIA Program, we added references to MAP–21, TIFIA financing, and the 49 U.S.C. 5337 requirements added for Projects funded with TIFIA financing pursuant to 49 U.S.C. 5323(o), as amended by MAP–21,[4] and

(3) For the SIB Program, we added references to MAP–21, SIB financing, and the 49 U.S.C. 5337 requirements added for Projects funded with SIB financing pursuant to 49 U.S.C. 5323(o), as amended by MAP–21.[5]

(4) To clarify, the Federal Transit Administrator has determined that the following Certifications required by 49 U.S.C. 5307(c)(1), as amended by MAP–21, are not appropriate for the TIFIA or SIB Programs:

(a) The certification required by 49 U.S.C. 5307(c)(1)(J), as amended by MAP–21, to spend one (1) percent of funds made available for the TIFIA and for the SIB Programs, as amended by MAP–21, for security projects:

(i) Does not apply to the TIFIA or SIB Programs because the requirement applies only to the 49 U.S.C. 5307 urbanized area formula apportionments, but

(ii) Does apply to any TIFIA or SIB Program to the extent that funds made available or appropriated for 49 U.S.C. 5307 will be used for a project within a TIFIA or SIB Program, and

(b) The certification required by 49 U.S.C. 5307(c)(1)(K), as amended by MAP–21, to spend one (1) percent of funds made available for 49 U.S.C. 5312(d)(5), as amended by MAP–21, for associated transit improvement projects, which:

(i) Does not apply to the Low or No Emission Vehicle Deployment Program because the requirement applies only to the 49 U.S.C. 5307 urbanized area formula apportionments, but (ii) Does apply if funds made available or appropriated for 49 U.S.C.

[4] Although Section 2002 of MAP–21 made several changes to 23 U.S.C. 601–609, which authorize the TIFIA program, we only added references to MAP–21, TIFIA financing, and 49 U.S.C. 5337 requirements for transit asset management plans, which MAP–21 added for TIFIA Projects. Apart from having a transit asset management plan, the provisions of 49 U.S.C. 5337, as amended by MAP–21, however, do not add new Certification requirements to those of 49 U.S.C. 5307 or 5309.

[5] Apart from having a transit asset management plan, the provisions of 49 U.S.C. 5337, as amended by MAP–21, however, do not add new Certification requirements to those of 49 U.S.C. 5307 or 5309.

Appendix B

Subrecipients with Third Party Operators

(complete only if applicable)

Subrecipient Name: _____

Third Party Operator Name: _____

TPO Contact Name & email _____email:_____

TPO Address: _____

TPO City, State _____

If more than one TPO, please complete below:

Third Party Operator Name: _____

TPO Contact Name & email _____email:_____

TPO Address: _____

TPO City, State _____

Third Party Operator Name: _____

TPO Contact Name & email _____email:_____

TPO Address: _____

TPO City, State _____

Appendix C

Please complete, if applicable:

Please provide a copy of the Purchase of Service agreements (Ex 4A), if existing, between Georgia Department of Human Services for human service transportation contracts and/or Medicaid subcontracts (Logisticare or Southeast Trans).

DHS Anticipated annual revenue: $_____

DHS Anticipated annual OWPT trips: _____

Medicaid anticipated annual revenue: $ _____

Medicaid Anticipate annual OWPT trips: _____

Appendix D

5311 Vehicle Inventory

| DOT Vehicle Number | Description | Purchase Date | Vehicle Identification Number (VIN) | Purchase Cost | Location | Use | Condition | Mileage as of December 31, 2013 | Disposition Data |
|---|---|---|---|---|---|---|---|---|---|
| **Example** 3266 | 2012 Conversion Van/lift | 03/29/12 | 1FTDS3EL8 CDA54904 | $38,699 | BERRIEN COUNTY | 5311 | EXCELLENT | 33,222 | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

**VEHICLE INVENTORY**

***To be replaced in FY 2015**

# Cherokee County 2014 BUS LISTING

| | | 5311 | RURAL | BUSES | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | ASSET |
| BUS # | YEAR | MAKE | MODEL | VEHICLE ID # | PASS | WC | ID/TAG |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 3054 | 2011 | FORD | GOSHEN/BUS | 1FDEE3FS4BDA02620 | 11 | YES | X13005 |
| 3055 | 2010 | FORD | GOSHEN/BUS | 1FDFE4FS6ADA82334 | 20 | NO | X11603 |
| 3157 | 2011 | FORD | GOSHEN/BUS | 1FDFE4FS2BDA02643 | 16 | YES | X13004 |
| 3158 | 2011 | FORD | GOSHEN/BUS | 1FDFE4FS4BDA02644 | 16 | YES | X13003 |
| 3159 | 2011 | FORD | GOSHEN/BUS | 1FDFE4FS6BDA02645 | 16 | YES | X13002 |
| 3160 | 2011 | FORD | GOSHEN/BUS | 1FDFE4FS8BDA02646 | 16 | YES | X13001 |
| 3372 | 2013 | FORD | GOSHEN GCII | 1FDFE4FS8DDB28962 | 16 | YES | $43,992 |
| 3373 | 2013 | FORD | GOSHEN GCII | 1FDFE4FS1DDB30844 | 16 | YES | $43,992 |
| 3374 | 2013 | FORD | GOSHEN GCII | 1FDFE4FS1DDB36661 | 16 | YES | $43,992 |
| 3375 | 2013 | FORD | GOSHEN GCII | 1FDFE4FS8DDB30842 | 16 | YES | $43,992 |
| 3376 | 2013 | FORD | GOSHEN PACERII | 1FDFE3FS1DDB36634 | 13 | NO | $35,759 |
| 3377 | 2014 | FORD | GOSHEN PACERII | 1FDEE3FS9EDA13357 | 11 | YES | $39,346 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| | 5307 | FIXED | ROUTE | PASS | WC | ASSET/ID TAG |
|---|---|---|---|---|---|---|
| BUS # | YEAR | MODEL | VIN # | | | |
| | | | | | | |
| 3052 | 2010 | Ford Shuttle | 1FDFE4FS3ADA79083 | 16 | WC | X11602 |
| 3053 | 2010 | Ford Shuttle | 1FDFE4FS1ADA90132 | 16 | WC | X11601 |
| TROLLEY | 2004 | Villager 158 | 4UZAACBW54CM34287 | 26 | WC | 2677 |
| GABBY | 2010 | Glaval Apollo | 4UZAACDT7ACAT2918 | 30 | YES | 3079 |

*Updated 12/11/2013*

***Legend:***

# RTIP Ledger Report

Operator: CHEROKEE
Budget Year: 2015
Period: From 07/01/14 To 06/30/15

| Administrative Budget | | Cost | Operating Budget | | Cost | Capital Budget | | Qty | Cost |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Director Salary | 15,000 | 16. | Driver Salary | 220,000 | 33. | Standard Van | 0 | 0 |
| 2. | Supervisor Salary | 51,000 | 17. | Dispatcher Salary | 25,300 | 34. | Modified Van | 0 | 0 |
| 3. | Bookkeeper Salary | 18,000 | 18. | Mechanic Salary | 0 | 35. | Conversion Van | 0 | 0 |
| 4. | Secretary Salary | 18,000 | 19. | Fuel Expenses | 139,000 | 36. | Conversion Van / Lift | 0 | 0 |
| 5. | Training Expenses | 1,000 | 20. | Oil Expenses | 0 | 37. | Shuttle Van | 0 | 0 |
| 6. | Marketing Expenses | 2,000 | 21. | Tire Expenses | 0 | 38. | Shuttle Van / Lift | 0 | 0 |
| 7. | Telephone Expenses | 6,300 | 22. | Part Expenses | 0 | 39. | Shuttle Bus | 0 | 0 |
| 8. | Office Supplies | 2,000 | 23. | Maintenance & Repair | 45,000 | 40. | Shuttle Bus / Lift | 4 | 175,928 |
| 9. | Rental Expenses | 500 | 24. | Insurance Expenses | 10,000 | 41. | Mobile Radio | 0 | 0 |
| 10. | Standard Overhead | 2,500 | 25. | Drug/Alcohol Testing | 2,300 | 42. | Base Radio | 0 | 0 |
| 11. | Computer Software | 14,200 | 26. | Fringe Benefits | 96,000 | 43. | Computer Hardware | 0 | 0 |
| | | | 27. | License Expenses | 200 | | | | |
| | | | 28. | Uniform Expenses | 2,000 | | | | |
| 12. | None | 0 | 29. | None | 6,000 | 44. | Other | 4 | 1,000 |
| 13. | None | 7,800 | 30. | None | 8,600 | 45. | Other | 1 | 1,500 |
| 14. | None | 0 | 31. | None | 3,500 | 46. | Other | 4 | 8,000 |
| 15. | Other | 0 | 32. | Other | 5,400 | 47. | None | 4 | 2,400 |
| | Total | 138,300 | | Total | 563,300 | | Total | | 188,828 |

Net Operating Summary

| | | | |
|---|---|---|---|
| | Administrative Total / Ratio | 138,300 | 19.71% |
| | Operating Total / Ratio | 563,300 | 80.29% |
| | Total Operating Budget | 701,600 | |
| 48. | LESS: Purchase of Service (POS) Revenue | 70,000 | |
| 49. | LESS: Non-5311 Expenses | 0 | |
| | Public Transportation Budget | 631,600 | |
| 50. | LESS: % Fare Revenue | 63,160 | 10.00% |
| | Net Operating Total | 568,440 | |

| **Budget Summary** | Totals | Federal | State | Local |
|---|---|---|---|---|
| Operating Budget Total | 568,440 | 284,220 | | 284,220 |
| Purchase of Service (POS) Local Funds | 170,000 | | | |
| Less: Excess POS Local Funds | | 0 | | |
| Capital Budget Total | 188,828 | 151,062 | 18,883 | 18,883 |
| **Budget Grand Total** | **757,268** | **435,282** | **18,883** | **303,103** |

SECTION 5311 OPERATING ASSISTANCE
FY 2015 Budget Planning

City/County: Cherokee

Period: From: 07/01/14

To: 06/30/15

| ADMINISTRATIVE BUDGET | 2013 Budget | Balance FY 2013 | Current (FY 2014 Budget) | Proposed FY 2015 Budget | Explanation of Increases for 2015 |
|---|---|---|---|---|---|
| 1. Director Salary | 14,600.00 | 2,142.23 | 14,600.00 | 15,000.00 | 3% COLA |
| 2. Supervisor Salary | 49,500.00 | (5,516.00) | 49,500.00 | 51,000.00 | 3% COLA |
| 3. Bookkeeper Salary | 17,500.00 | (2,002.50) | 17,500.00 | 18,000.00 | 3% COLA |
| 4. Secretary Salary | 17,500.00 | (2,002.50) | 17,500.00 | 18,000.00 | 3% COLA |
| 5. Training | 800.00 | 543.34 | 1,000.00 | 1,000.00 | |
| 6. Marketing | 2,000.00 | 569.00 | 2,000.00 | 2,000.00 | |
| 7. Telephone | 7,800.00 | (560.47) | 6,300.00 | 6,300.00 | |
| 8. Office Supplies | 1,500.00 | (1,622.86) | 2,000.00 | 2,000.00 | |
| 9. Facilities/Equipment Rental | 0.00 | 0.00 | 500.00 | 500.00 | |
| 10. Standard Overhead | 2,500.00 | 739.20 | 2,500.00 | 2,500.00 | |
| 11. Computer Software Maintenance | 500.00 | 500.00 | 14,200.00 | 14,200.00 | |
| 12. Audits | 1,000.00 | 1,000.00 | 0.00 | 0.00 | |
| 13. Other | 7,800.00 | 7,800.00 | 7,800.00 | 7,800.00 | |
| **OPERATING BUDGET** | | | | | |
| 14. Driver Salary | 235,000.00 | 47,758.76 | 215,000.00 | 220,000.00 | 3% COLA |
| 15. Dispatcher Salary | 24,600.00 | 1,416.00 | 24,600.00 | 25,300.00 | 3% COLA |
| 16. Mechanic Salary | 0.00 | 0.00 | 0.00 | | |
| 17. Fuel | 139,000.00 | 9,538.23 | 139,000.00 | 139,000.00 | |
| 18. Maintenance and Repair | 35,000.00 | (21,686.10) | 45,000.00 | 45,000.00 | |
| 19. Vehicle Insurance | 15,000.00 | 228.53 | 10,000.00 | 10,000.00 | |
| 20. Drug and Alcohol Testing | 1,250.00 | 672.00 | 2,300.00 | 2,300.00 | |
| 21. License | 200.00 | 200.00 | 200.00 | 200.00 | |
| 22. Uniforms | 1,200.00 | 1200.00 | 2,000.00 | 2,000.00 | |
| 23. Fringe Benefits | 94,000.00 | 14359.00 | 82,000.00 | 96,000.00 | Accurate @ current staffing level, COLA, |
| 24. Communications(Radios) | 1,000.00 | (3111.76) | 7,150.00 | 6,000.00 | |
| 25. Utilities | 8,600.00 | 747.74 | 8,600.00 | 8,600.00 | |
| 26. Other | 2,200.00 | 1462.76 | 3,500.00 | 3,500.00 | |
| 27. Other | 0.00 | 0.00 | 0.00 | | |
| **28. Total Expenses (sum of lines 1 thru 27** | 680,050.00 | 54,374.60 | 674,750.00 | 696,200.00 | |
| **BUDGET SUMMARY** | | | | | |
| LESS PURCHASE OF SERVICE REVENUE | 80,000.00 | | 75,000.00 | 70,000.00 | |
| TOTAL EXPENSES | 600,050.00 | | 599,750.00 | 626,200.00 | |
| REQUIRED FAREBOX(10%) | 60,005.00 | | 59,975.00 | 62,620.00 | |
| NET OPERATING DEFICIT | 540,045.00 | | 539,775.00 | 563,580.00 | |
| 50% FEDERAL SHARE | 270,022.50 | | 269,887.50 | 281,790.00 | |
| 50% LOCAL SHARE | 270,022.50 | | 269,887.50 | 281,790.00 | |
| TOTAL PURCHASE OF SERVICE (LOCAL MATCH) | 170,000.00 | | 170,000.00 | 0.00 | |

Signed by: _____ (Transit Director)

| | |
|---|---|
| **Description** | **Cost** |
| Four (4) - Shuttle Bus w/ Lift @ $43,982 | $ 175,928 |
| Four (4) - 4 Channel Camera Security System @ $ 2000.00 Ea | $ 8,000 |
| Four (4) -Bus Graphics & Safety Equipment $600. EA | $ 2,400 |
| R & R Motorola 2-way radios - $250 Ea | $ 1,000 |
| Additional RouteMatch User License | $ 1,500 |
| **Total Cost** | **$ 188,828** |
| Federal | $ 151,062 |
| State | $ 18,883 |
| **Local** | **$ 18,883** |
| | |
| | |
| **Replacing 3157,3158,3159 & 3160** | |

# Cherokee County, Georgia
## Agenda Request

SUBJECT: Resolution to Rename a portion of Old Rope Mill Road to Ridgewalk Parkway

MEETING DATE: March 4, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider a resolution to rename a portion of Old Rope Mill Road to Ridgewalk Parkway.

FACTS AND ISSUES:

Cherokee County and the City of Woodstock have determined that the roadway crossing I-575 at the Ridgewalk Parkway interchange is still known as Old Rope Mill Road. Portions of the roadway lie within the boundary of the City of Woodstock, and a portion lies within unincorporated Cherokee County.

This resolution would officially rename Old Rope Mill Road, west of I-575 that lies within unincorporated Cherokee County; beginning at Ashland Parkway and continuing east across I-575, where it lies within the boundary of the City of Woodstock and ending at Ridgewalk Parkway, to Ridgewalk Parkway.

The City of Woodstock City Council will be considering the identical resolution at its Council Meeting on March 10, 2014.

This roadway name change does not affect any residences or businesses since there are none located on this section of roadway at this time.

BUDGET:

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

Account Name:
Account #:

Budget Adjustment Necessary: Yes ☐ No ■ If yes, please attach budget amendment form.
Contract or Amendment: Yes*☐ No ■ *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes ■ No ☐

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of a resolution to rename a portion of Old Rope Mill Road to Ridgewalk Parkway.

REVIEWED BY:

DEPARTMENT HEAD: _____

Geoffrey E. Morton

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

County of Cherokee
State of Georgia

# RESOLUTION

## Renaming a Portion of Old Rope Mill Road

**WHEREAS**: Cherokee County and the City of Woodstock have determined the need to change the name of "Old Rope Mill Road" for the section of road between the current "Ridgewalk Parkway" and "Ashland Parkway" to "Ridgewalk Parkway"; and

**WHEREAS**: A portion of this road falls within the boundary lines of the City of Woodstock, Georgia City Limits and a portion of this road falls within the boundary lines of Cherokee County, Georgia.

**NOW, THEREFORE BE IT RESOLVED**, The Cherokee County Board of Commissioners do hereby announce their intention to rename that portion of "Old Rope Mill Road", west of Interstate 575 that lies within its unincorporated boundaries, to "Ridgewalk Parkway" effective immediately upon adoption of this resolution. And furthermore hereby authorize the appropriate signage to be placed and proper notification to be sent to the U.S. Postal Service, City of Woodstock, Georgia and the general public.

**RESOLVED, this ____ day of _____, 2014.**

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

**Attest:** _____
**Christy Black, County Clerk**

EXPERIENCE WOODSTOCK
HER HERITAGE, HER VISION

City of Woodstock
State of Georgia

# RESOLUTION

## Renaming a Portion of Old Rope Mill Road

**WHEREAS**: Cherokee County and the City of Woodstock have determined the need to change the name of "Old Rope Mill Road" for the section of road between the current "Ridgewalk Parkway" and "Ashland Parkway" to "Ridgewalk Parkway"; and

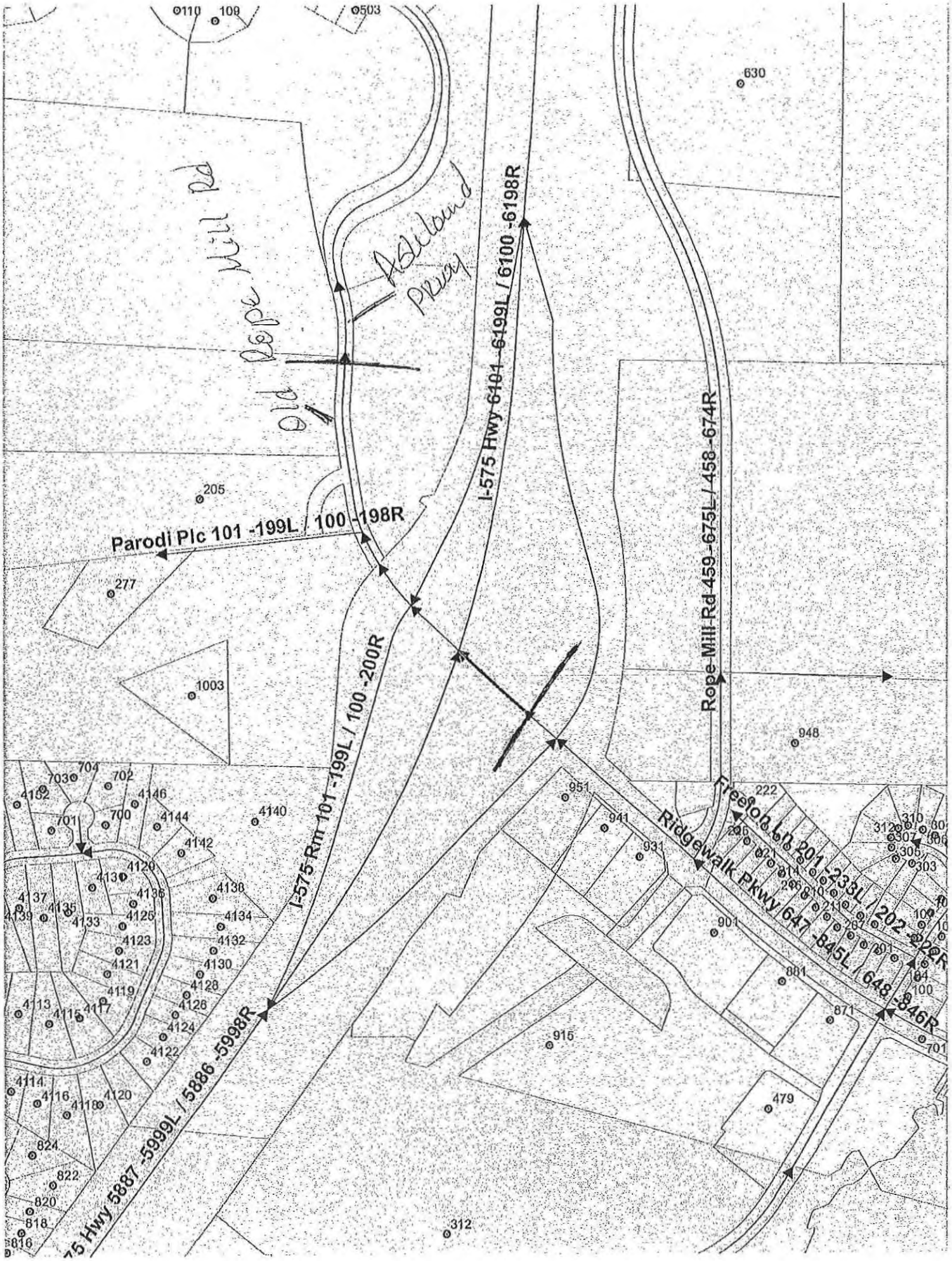
**WHEREAS**: A portion of this road falls within the boundary lines of the City of Woodstock, Georgia City Limits and a portion of this road falls within the boundary lines of Cherokee County, Georgia.

**NOW, THEREFORE BE IT RESOLVED**, The Mayor and Council of the City of Woodstock, Georgia do hereby announce their intention to rename that portion of "Old Rope Mill Road", west of Interstate 575 that lies within its corporate boundaries, to "Ridgwalk Parkway" effective immediately upon adoption of this resolution. And furthermore hereby authorize the appropriate signage to be placed and proper notification to be sent to the U.S. Postal Service, City of Woodstock, Georgia and the general public.

**RESOLVED, this 10th day of March, 2014.**

_____
**Donnie Henriques, Mayor**

**Attest:** _____
**Rhonda Pezzello, City Clerk**


Old Rope Mill Rd
Ashland Pkwy
I-575 Hwy 6101 -6199L / 6100 -6198R
Parodi Plc 101 -199L / 100 -198R
I-575 Rm 101 -199L / 100 -200R
Rope Mill Rd 459 -675L / 458 -674R
Freeton Ln 201 -233L / 202 -232R
Ridgewalk Pkwy 647 -845L / 648 -846R
I-575 Hwy 5887 -5999L / 5886 -5998R
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# Cherokee County, Georgia
## Agenda Request

SUBJECT: Chevrolet Tahoe SSP MEETING DATE: March 04, 2014

SUBMITTED BY: Tim Prather

COMMISSION ACTION REQUESTED:

Requesting authorization for Cherokee County Fire-ES to purchase one (1) Chevrolet Tahoe SSP from the low bidder, AutoNation, in the amount of $36,188.00, plus add-on package in the amount of $300 for a total requested amount of $36,488.00.

FACTS AND ISSUES:

RFB# 2014-29 was released on January 27, 2014 requesting pricing on a 2015 Chevrolet Tahoe Special Services Package (SSP); bids were received by two (2) dealers on February 14, 2014. The original bid opening date was scheduled for February 11, 2014, but was postponed due to the inclement weather causing the County offices to be closed. Additionally, this RFB was a re-issue of RFB# 2014-12 (originally issued December 09, 2013), which was canceled due to SSP pricing not being available until late January. This vehicle is to be assigned to the 3rd Battalion Chief position that was reinstated at the beginning of this year.

Pricing received is as follows (includes all add-on packages):

| | | |
|---|---|---|
| Hardy Chevrolet | $37,809.00 | Estimated Delivery: 10-12 weeks |
| AutoNation | $36,488.00 | Estimated Delivery: July 15, 2014 |

BUDGET:

Budgeted Amount:
Amount Encumbered:
Amount Spent to Date:
Amount Requested: 36488.00
Remaining Budget:

Account Name: SPLOST V Fire Vehicles
Account #: 33520000-542200-57410

Budget Adjustment Necessary: Yes ☐ No ■ If yes, please attach budget amendment form.
Contract or Amendment: Yes* ☐ No ■ *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes ☐ No ■

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Authorize Cherokee County Fire-ES to purchase one (1) Chevrolet Tahoe SSP for $36,488.00.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

# CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: **2014-29**
RFB/RFP NAME: **Fire SSP Tahoe**
OPENING DATE/TIME: **02/14/2014 at 2:00pm (due to inclement weather)**

***Opening/Reading Attendance***

| COMPANY | PRINT NAME | SIGNATURE |
|---|---|---|
| CC Procurement | Savanah Shadburn | |
| | | |
| | | |
| | | |

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

| NAME | CITY/STATE | Price | Estimated Delivery Date | Non-Coll Aff |
|---|---|---|---|---|
| Hardy Chevrolet | Dallas, GA | $ 37,809.00 | 10-12 weeks | Yes |
| AutoNation | Alpharetta, GA | $ 36,188.00 | 7/15/2014 | Yes |
| | | | | |
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# Procurement Summary

| | |
|---|---|
| Date Submitted: | 14-Feb-14 |
| Submitted by: | Savanah Shadburn |
| RFB Number: | 2014-29 |
| Value of Contract: | $36,488 |
| Period of Performance: | Estimated 07/15/2014 delivery |
| Supplier Name: | AutoNation |
| General Description: | SSP Tahoe for Fire |
| Source of Funds: | 33520000-542200-57410 |

**Contract Information**

**Proposed Contract Type**

| | |
|---|---|
| | Standard Professional Services Agreement |
| | PSA with Exceptions Approved by Counsel |
| | Supplier Agreement Approved by Counsel |
| ■ | Standard Purchase Order |

| | | |
|---|---|---|
| Formal Advertised Procurement: | Yes ■ | No* |

Number of Bidders Contacted / Number of Bids Received: 5 | 2

Supplier Selection Based on:

| | |
|---|---|
| | Only One Bidder |
| ■ | Lowest Bidder |
| | Lowest Evaluated Bidder |
| | Highest Proposal Scoring |
| | Other* |

| Weight | Evaluation Criteria |
|---|---|
| ■ | Price |
| | Service Plan / Delivery Timing |
| | Equipment Capabilities |
| | Quality Assurance Program |
| | Transition Plan |

If Award to Non-County Business:
(If Applicable)

| | |
|---|---|
| ■ | No *Cherokee County* Business submitted bid/proposal |
| | CC Business bid/proposal was non-responsive/not-responsible |
| | CC Business not within 5% of Low Bid (for consideration) |
| | CC Business Total Evaluated Score Inadequate (for consideration) |

Summary of Analysis / Scoring

| Total Score* | Price* | Bidder | Location | Rep Brand |
|---|---|---|---|---|
| | $ 36,488.00 | AutoNation | Alpharetta, GA | Chevrolet |
| | $ 37,809.00 | Hardy Chevrolet | Dallas, GA | Chevrolet |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Fair Price Determination:

| Method | Price Analysis Type |
|---|---|
| ■ | Lowest Bidder |
| | Lowest Evaluated Bidder |
| | Best Pricing Among Comparable Features / Suppliers |
| | Market Analysis or Market Pricing |
| | State Contract Pricing |
| | Other, see attached price analysis. |

Important Price Evaluation Notes:

Why Other Than Low Bidder Selected:
(If Applicable)

*Notes:

This was a re-issue of RFB 2014-12, which was canceled due to lack of adequate timing for participation. This is a new body style offered with the 2015 model year vehicle, and pricing was not available until early February.

| Feature | HARDY CHEVROLET | | | | AUTONATION | | | |
|---|---|---|---|---|---|---|---|---|
| | No Longer Available on 2015 SSP Model (even at | Standard (included in BASE BID Price) | Non-Standard (upcharge and/or credit) | Total Cost (+/-) *if Non Standard* | No Longer Available on 2015 SSP Model (even at | Standard (included in BASE BID Price) | Non-Standard (upcharge and/or credit) | Total Cost (+/-) *if Non Standard* |
| | | YES / NO | YES / NO | | | YES / NO | YES / NO | |
| Special Services Vehicle Identifier | | YES | | | | YES | | |
| Four Wheel Drive | | YES | | | | YES | | |
| Four Door | | YES | | | | YES | | |
| Suspension Package, Premium Smooth Ride | | YES | | | | YES | | |
| Commercial Preferred Equipment Group (with 5W4 [2014 mfr code]) | | YES | | | | YES | | |
| VORTEC 5.3L V8 SFI Flex Fuel | | YES | | | | YES | | |
| 6-Speed Auto Transmission with O/D | | YES | | | | YES | | |
| Rear Axle 3.42 Ratio | | YES | | | | YES | | |
| Emissions | | YES | | | | YES - FE9 Federal | | |
| Four 17"x17.5" Aluminum Wheels | NO | 18" wheels | | | NO | 18" wheels | | |
| P265-70R17 On/Off Road Black Wall Tires | All Season Blackwalls | P265/65R18 | | | All Season Blackwalls | P265/65R18 | | |
| Solid Paint | | YES | | | | YES | | |
| Bucket Seats Front – no console; 2-Passenger, includes 6-way power driver seat adjuster with manual lumbar, driver and passenger seats manual reclining, outboard head restraints and rear storage pockets | | NO | YES | $ 212.50 | | | | |
| Vinyl Ebony Seat Trim | NO | Front = Cloth; Back = Vinyl | | | NO | Front = Cloth; Back = Vinyl | | |
| Heavy Duty Trailering Package (includes KNP, KC4 and GU6 [2014 mfr codes]) | | NO | YES | $ 552.50 | | YES | | |
| Heavy Duty Locking Rear Differential | | NO | YES | $ 250.75 | | YES | | |
| Integrated Trailer Brake Controller | | YES | | | | YES | | |
| Duel 660 Cold Crankings AMPS Batteries | | YES | | | | YES | | |
| Skid Plate Package (without 9G3 [2014 mfr code]) | | NO | YES | $ 127.50 | | YES | | |
| Front Halogen Fog Lamps | | | | | | | | |
| Front Mounting Package for License Plate | | YES | | | | YES | | |
| Wiring – Grille Lamps and Speakers | | NO | YES | $ 102.00 | | YES | | |
| Wiring – Horn and Siren Circuit | | NO | YES | $ 36.00 | | YES | | |
| Programmable Remote Keyless Entry Fleet Package (include 6 additional remotes) | | NO | YES | $ 75.00 | | NO | YES | $ 300.00 |
| Auxiliary Ground Studs | | NO | YES | $ 85.00 | | YES | | |
| Special Paint Color – One color | | NO | YES | $ 150.00 | | YES | | |
| Special Paint | | NO | YES | $ - | | YES | | |
| Spare P265-70R17 On/Off Road Black Wall Tire | NO | NO | NOT AVAILABLE | | NO | NO | NOT AVAILABLE | |
| Rear Seats – Vinyl 60/40 Split Folding Bench Ebony | | NO | YES | $ - | | YES | | |
| Exterior Body Colored Parts – Special Paint Color Victory Red (WA9260) | | NO | YES | $ 335.00 | | YES | | |
| Black Rubberized-vinyl Floor Covering | | YES | | | | YES | | |
| Luggage Rack – NOT WANTED (this should be credit in last column) | | YES | | $ - | | YES | | $ - |

| | | |
|---|---|---|
| BASE BID PRICE: | $ 35,882.75 | $ 36,188.00 |
| Add-Ons Total: | $ 1,926.25 | $ 300.00 |
| Credit Total: | $ - | $ - |
| Total Price per Vehicle | $ 37,809.00 | $ 36,488.00 |
| Delivery Date: *(this is date delivered to County inclusive of all features and specified paint color)* | 10-12 WEEKS | 7/15/2014 |

| | |
|---|---|
| Difference | $ 1,321.00 |

# Cherokee County, Georgia
# Agenda Request

SUBJECT: Economic Development - Marketing MEETING DATE: March 4, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider one-time payment of $25,000 to the Cherokee Office of Economic Development (COED) to enhance marketing efforts.

FACTS AND ISSUES:

One-time funding in the amount of $25,000 to the Cherokee Office of Economic Development (COED) will allow their office to enhance marketing efforts this year, with funding to be taken from the reserves generated by the Conference Center. Misti Martin, CEO, Cherokee Office of Economic Development, would propose the one-time funding be used as follows: 1) advertise in various publications, 2) create updated print and web marketing materials on Cherokee County and Cherokee 75 Corporate Park (for business development), 3) general marketing/outreach, 4) create short video, and 5) update strategic plan with additional private funding.

The Conference Center fund balance increased by $187,000 this past fiscal year to approximately $433,000.

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 and approval by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve budget amendment to transfer $25,000 from Conference Center reserves to the Cherokee Office of Economic Development.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

# Cherokee County, Georgia
## Agenda Request

SUBJECT: Authorize Equipment Purchase MEETING DATE: 3/4/2014

SUBMITTED BY: Cliff Harden, Director Roads and Bridges

COMMISSION ACTION REQUESTED:

Award purchase order in the amount of $141,116 to the highest ranked proposer, Flint Equipment Company, for the acquisition of an Excavator machine for Roads and Bridges and authorize the trade in of a County owned Excavator; funding is from budgeted SPLOST V monies.

FACTS AND ISSUES:

RFB#2014-21 was released on February 4, 2014 for sealed proposals for a John Deere 201G LC Excavator (or an equivalent machine) for the Roads and Bridges Department. Four (4) companies provided proposals for four different machines. A Trade-In Option was included as part of the Proposal. The Roads and Bridges Department currently have a 1998 John Deere JD230 LC for trade in. All four proposers offered a price for the County owned machine. A Surplus Disposition Form is included for approval by the Board.

Proposals were scored on the criteria set forth in the RFP and as per the attached Procurement Summary. The Procurement and Risk Management Department concur with awarding the purchase to the highest ranked proposer. The final price was calculated at the quoted price in Flint's proposal of $163,285.59; less the trade-in offer for the County owned Excavator of $32,000 plus the addition of $9,830 (maximum – may be less) for optional parts to the JD 210G LC for a bottom line price of $141,116.

BUDGET:

| | | |
|---|---|---|
| Budgeted Amount: | $650,000 | Account Name: SPLOST V – Machinery |
| Amount Encumbered: | $0 | Account #: 34214000-542100-50013 |
| Amount Spent to Date: | $108,644 (Roller and Truck) | |
| **Amount Requested:** | **$141,116** | |
| Remaining Budget: | $400,240 | |

Budget Adjustment Necessary: Yes ☐ No ■ If yes, please attach budget amendment form.
Contract or Amendment: Yes*☐ No ■ *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes☐ No ■

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Award purchase order in the amount of $141,116 to the highest ranked proposer, Flint Equipment Company, for the acquisition of an Excavator machine for Roads and Bridges and authorize the trade in of a County owned Excavator; funding is from budgeted SPLOST V monies.

REVIEWED BY:

DEPARTMENT HEAD: Cliff Harden

AGENCY DIRECTOR: Geoffrey E. Morton

COUNTY MANAGER

# Procurement Summary

**Date Submitted:** 28-Feb-14
**Submitted by:** Kristi Thompson
**PSA Number:** 2014-21
**Value of Contract:** $138,958
**Period of Performance:** 4 Months
**Supplier Name:** Flint Equipment Company
**General Description:** Purchase of Excavator for Roads and Bridges
**Source of Funds:** SPLOST V - Machinery

**Contract Information**

**Proposed Contract Type**

| | |
|---|---|
| | Standard Professional Services Agreement |
| | PSA with Exceptions Approved by Counsel |
| | Supplier Agreement Approved by Counsel |
| X | Standard Purchase Order |

**Formal Advertised Procurement:**

| Yes | X | No* | |
|---|---|---|---|

**Number of Bidders Contacted / Number of Bids Received:** 5 / Web | 4

**Supplier Selection Based on:**

| | |
|---|---|
| | Only One Bidder |
| | Lowest Bidder |
| | Lowest Evaluated Bidder |
| X | Highest Proposal Scoring |
| | Other* |

*

| Weight | Evaluation Criteria |
|---|---|
| 50% | Price |
| 30% | Service Plan / Warranty |
| 20% | Construction Integrity |
| | Quality Assurance Program |
| | Transition Plan |

**If Award to Non-County Business:**
(If Applicable)

| | |
|---|---|
| X | No ***Cherokee County*** Business submitted bid/proposal |
| | CC Business bid/proposal was non-responsive/not-responsible |
| | CC Business not within 5% of Low Bid (for consideration). |
| | CC Business Total Evaluated Score Inadequate (for consideration) |

**Summary of Analysis / Scoring**

| Total Score* | Price* | Bidder | Location | Rep Brand | Trade-In Offer (deleted from price) |
|---|---|---|---|---|---|
| **90.6** | **$ 163,285.59** | **Flint Equipment Company** | **Atlanta, GA** | **John Deere 210LG** | **$32,000** |
| 62.4 | $ 208,032.00 | Yancey Brothers | Austell, GA | Caterpillar 320EL | $18,449 |
| 72.9 | $ 166,035.00 | Border Equipment | Conley, GA | Case CX210C | $25,000 |
| 69.8 | $ 154,439.00 | Cowin Equipment | Mabelton, GA | Kobelko SK210LC-9 | $24,000 |

**Fair Price Determination:**

| Method | Price Analysis Type |
|---|---|
| | Lowest Bidder |
| | Lowest Evaluated Bidder |
| X | Best Pricing Among Comparable Features / Suppliers |
| | Market Analysis or Market Pricing |
| | State Contract Pricing |
| | Other, see attached price analysis. |

**Important Price Evaluation Notes:**

**Why Other Than Low Bidder Selected:**
(If Applicable)

***Notes:**

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

# SURPLUS PROPERTY TRANSFER FORM

Date: 28-Feb

| Transferred From: | Transferred To: |
|---|---|
| Roads & Bridges | Flint Equiment Company |

Action Requested: _____Transfer _____ Surplus ___X___ Trade-In

| Line | Qty | Description (Model, Serial#, Etc.) | Condition G=Good F=Fair P=Poor | Final Disposition | Fixed Asset# |
|---|---|---|---|---|---|
| 1 | 1 | John Deere Trackhoe JD230 LC 1998; SN#FF0230X060313 | G | $32,000 | 1138 |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | Trade in for 2014 John Deere 210G LC Track Excavator | | | |
| 5 | | | | | |
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| Purchasing Representative | Dept Property Coordinator | Received By |
|---|---|---|
| Signature: *Kristi Thompson* | Signature: | Signature: |
| Title: Sr. Procurement Specialist | Title: | Title: |
| Date: 2/28/2014 | Date: | Date: |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ASSET # 1138 | | MASTER ASSET | | DESCRIPTION | EXCAVATOR - NO TITLE | | |
| CLASS | 01 MACHINERY AND E | FUND SOURCE | | | | | |
| SUBCL | 201 HEAVY EQUIPMENT | ACQUIS METH | 01 PURCHASED | MAINT CONT | Y | INSURED | Y |
| COMMODITY | | | | VENDOR DESC | Vendor Name Mi | CARRIER | ST. PAUL INSUR |
| DEPT | 4212 SPLOST IV - ROA | ACQUIS DATE | 07/01/1998 | TYPE | G | INSURED VAL | 182,217.69 |
| LOC CODE | 1004 PUBLIC WORKS | ACQUIS COST | 182,217.89 | EXPIRE DATE | | EXPIRE DATE | |
| LOC MEMO | | ACRES | 0.000 | ANNUAL COST | 0.00 | POLICY CST | 0.00 |
| ROOM | | QTY | 1 | MEMO | | MEMO | |
| STORAGE LOC | | UNIT PRICE | 182,217.89 | | | | |
| | | PURCH MEMO | | | | | |
| STATUS | A ACTIVE | | | | | | |
| CONDITION | 02 GOOD | SOY BOOK | 0.00 | DEPRECIATE | Y | | |
| CUSTODIAN | DEPARTMENT HEAD | CURRENT BOOK | 0.00 | DEPREC PRIN | 182,217.89 | | |
| TITLEHOLDER | CHEROKEE COUNTY BOC | EST SALVAGE | 0.00 | FIRST YR/PR | 1998/07 | LAST YR/PR | 2008/06 |
| | | REPL COST | 182,217.89 | EST LIFE | 10 | | |
| TAG # 7011139 | | LAST INVENT | 07/01/1998 | PERIODS TAKEN | 120 | | |
| SERIAL # FF0230X060313 | | IMPROVE MEMO | | ACCUM DEPREC | 182,217.89 | | |
| MANUFACTURER | DEERE DEERE CREDIT IN | | | | | | |
| MODEL | EXCAVATOR | RETIRE DATE | | | | | |
| MODEL YEAR | 1998 | DISP CODE | | | | | |
| LICENSE # | | DISP PRICE | | | | | |
| | | SALE PRICE | 0.00 | | | | |

| VEND # | PO # | DOCUMENT # | INVOICE # | INV DATE | INV AMT |
|---|---|---|---|---|---|

G/L Accounts

| TYPE | DESC | ORG | OBJ | PROJ | PERCENT |
|---|---|---|---|---|---|
| 1 | ASSET | 321 | 117500 | 40013 | 100.00 |
| 2 | CONTRA | 321 | 134225 | 40013 | 100.00 |
| 5 | DEPRECIATION EXPENSE | 34212000 | 561510 | 40013 | 100.00 |
| 6 | ACCUMULATED DEPRECIATION | 321 | 117510 | 40013 | 100.00 |

PO Accounts

| ORG | OBJ | PROJ | AMOUNT |
|---|---|---|---|

RECEIVED 1/31/14 MA

# CITY of WOODSTOCK

## Application for Public Hearing

#2796-2014

**Important Notes:**

1. Please check all information supplied on the following pages to ensure that all spaces are filled out accurately before signing this form. This page should be the first page of your completed application package.
2. All documents required as part of the application package shall be submitted at the same time as the application. Incomplete application packages WILL NOT BE ACCEPTED.
3. Please contact the Zoning Administrator in the Community Development Department at 770.592.6039 if you have any questions regarding the application package, this application or the public hearing process.

Contact Person: Joel L. Larkin Phone: (770) 422-7016

**Applicant's Information:**

Name: Camellia Place, LLC

Address: 376 Powder Springs Street, Suite 100, Phone: (770) 422-7016

City, State, Zip: Marietta, GA 30064 Fax: (770) 426-6583

**Property Owner's Information:** ☐ same as above

Name: James M. Queen

Address: 181 County Road 667 Phone: (256) 422-5643

City, State, Zip: Cedar Bluff, AL 35959 Fax:

**Requested Public Hearing (check all that apply):**

- [X] Annexation
- [✔] Rezoning
- [X] Variance
- [ ] Comprehensive Plan Amendment
- [ ] Other:

**STAFF USE ONLY:**

Case: A #065-14

Received by: Development Services

Fee Paid: $ 950.00

Date: 2/4/14

**PUBLIC HEARING SCHEDULE:**

Public Input Meeting: February 25, @ 7PM Chambers

Planning Commission: April 10, 2014 @ 7PM Chambers

Board of Appeals: N/A

City Council: April 28, 2014 @ 7PM chambers

Other: DPC March 5, 2014 @ 10:AM



P. Hart 2.10.14

**Property Information:**

Location: 294 Rope Mill Road

Parcel Identification Number(s) (PIN): 15N11 056 Total Acerage: approx. 8.13

Existing Zoning of Property: R40 Future Development Map Designation: T4

Adjacent Zonings: North LI South R-40 East IN-VILL West NC

Applicant's Request (Itemize the Proposal):

Applicant proposes to annex the property into the City of Woodstock under the SL-C classification, with contemporaneous variances as are necessary to permit Applicant to develop a 96 unit, campus-style assisted living facility substantially as shown on the site development plan which is being submitted with the Applicant's petittion for annexation and rezoning.

Proposed Use(s) of Property:

96 unit, campus-style, assisted living facility

**Infrastructure Information:**

Is water available to this site? ☑ Yes ☐ No Jurisdiction: Cherokee County

How is sewage from this site to be managed?

The property has an existing easement to access the public sanitary sewer lines located on an adjace property.

Will this proposal result in an increase in school enrollment? ☐ Yes ☑ No

If yes, what is the projected increase? N/A students

| Proposed Use(s) | # of units | Multiplier | Number of Students |
|---|---|---|---|
| Single Family (Detached) Home | | 0.725 | |
| Multi Family (Attached) Home | | 0.287 | |

**Traffic Generation:**

If a traffic study is not required as part of this application, complete the following charts to estimate traffic generated by the proposal. Information for additional residential and all commercial/industrial development shall follow the summary of ITE Trip Generation Rates published in the Transportation Planning Handbook by the Institute of Transportation Engineers.

What is the estimated number of trips generated? 22 trips

| Code | Land Use(s) | # of units* | Daily Trip Ends | Number of Trips |
|---|---|---|---|---|
| 210 | Single Family Home/Townhome | | 9.57 | |
| 220 | Apartment | | 6.63 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

* A unit for residential purposes is equal to one residential unit. For commercial/industrial uses it is defined in the ITE table, but most often is equal to 1,000 square feet of floor area for the use specified.

**Authorization:**

Upon receipt of the completed application package, the Community Development Department shall notify the applicant of scheduled dates, times, and locations of the public meetings/hearings. The applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the case may be delayed or postponed at the discretion of the department.

This form is to be executed under oath. I, Denise Swords, on behalf of the Applicant, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This 31st day of January, 2014.

Print Name Denise Swords

Member and Manager of Camellia Place, LLC

# APPLICANT RESPONSE STATEMENT
# ANNEXATIONS AND REZONINGS

The applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to unrestricted use of property and shall govern the exercise of the zoning power.

If this application is in response to an annexation and/or rezoning, please respond to the following standards in the form of a written narrative:

1. Explain the intent of the requested zoning.

2. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

3. How the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.

4. Whether the property to be affected by a proposed zoning has a reasonable economic use as currently zoned.

5. Whether the proposed zoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

6. Whether the proposed zoning is in conformity with the policy and interest of the land use plan.

7. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed zoning.

# APPLICANT RESPONSE STATEMENT
# ANNEXATIONS AND REZONINGS

## CAMILLIA PLACE APPLICATION REGARDING
## 294 ROPE MILL ROAD

1) **Explain the intent of the requested zoning. The intent of the requested rezoning is to enable the Applicant to develop a campus-style assisted living facility consisting of 96 units located in six (6) one story residential style buildings and a single one story administrative building containing offices, a commercial kitchen and other facilities to serve and enhance the lives of the residents of the project.**

2) **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. Yes.**

3) **How the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property. Zoning the property to the classification requested by the applicant and development of the Property in accordance with the site plan that has been submitted with the Petition to Annex and Rezone the Property should have no adverse impact on the use or usability of adjacent or nearby properties.**

4) **Whether the property to be affected by a proposed zoning has a reasonable economic use as currently zoned. No. As zoned, development of the Property is limited to single-family lots containing not less than forty thousand square feet. Such use and development of the Property is not reasonable given, among other things, the zoning and use of adjacent and nearby properties.**

5) **Whether the proposed zoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools. No. The proposed zoning and use of the Property will not excessively burden the foregoing. In fact, the impact of the proposed project will be significantly less than if the Property was developed and used in accordance with its current zoning classification.**

6) **Whether the proposed zoning is in conformity with the policy and interest of the land use plan. Yes.**

7) **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed zoning. Yes. Recent developments and the trend in an around the immediate area in which the Property is located support the zoning and use requested by the Applicant.**

# APPLICANT RESPONSE STATEMENT
# VARIANCES

The applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to unrestricted use of property and shall govern the exercise of the zoning power.

If this application is in response to a variance, please respond to the following standards in the form of a written narrative:

1. Explain requested variance.

2. How any special conditions and circumstances existing on the property which are peculiar to the land, structure(s) or building(s) involved and which are not applicable to other lands, structure(s) or building(s) in the same district.

3. How the literal interpretation of the provisions of the Zoning Ordinance would deprive the applicant of right commonly enjoyed by other properties within the same district under the terms of the Zoning Ordinance.

4. How the special conditions and circumstances do not result from the actions of the applicant.

5. How granting of the variance requested will not confer on the applicant any special privileges that is denied by the Zoning Ordinance to other lands, structure(s) or building(s) in the same district.

6. How no non-conforming use of neighboring lands, structures, or buildings in the same district and not permitted or non-use of lands, structure(s) or building(s) in other districts shall be considered grounds for issuance of a variance.

7. Explain how this requested variance is the minimum necessary that will allow the reasonable use of the land, structure(s) or building(s).

8. Explain how, if granted, this requested variance will be in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, surrounding properties or otherwise detrimental to the public welfare.

# APPLICANT RESPONSE STATEMENT
# VARIANCES

## CAMELLIA PLACE APPLICATION REGARDING
## 294 ROPE MILL ROAD

1) **Explain requested variance.**

   a. Waive the Build to Line Requirement of Minimum 5 foot and Maximum of 10 foot
   b. Waive the restrictions that prohibit parking between the buildings and the main access street and requiring that vehicular access to the buildings shall be provided from the rear, side, underneath or a courtyard.

2) **How any special conditions and circumstances existing on the property which are peculiar to the land, structure(s) or building(s) involved and which are not applicable to other lands, structure(s) or building(s) in the same district.**

   The subject Property is a large tract of land that is deeper than it is wide. This fact makes development of the Property immediately on the frontage difficult. The topography of the Property exacerbates that difficulty. In addition, the frontage of the Property contains large specimen trees that would have to be removed if the buildings were developed on the required Building Line. Finally, the campus style of the project and the effort to create a residential ambience are inconsistent with the subject requirements, and compliance with the applicable development regulations would make it impossible to preserve the green space on the frontage of the Property that is intended to benefit both the Applicant's development and the public at large.

3) **How the literal interpretation of the provisions of the Zoning Ordinance would deprive the applicant of right commonly enjoyed by other properties within the same district under the terms of the Zoning Ordinance.**

   The proposed variances are consistent with the mode and manner of other developments that have occurred in the general area and insistence on compliance with the subject criteria would make it impossible for the Applicant to develop its intended project. If the Applicant were to comply with the subject regulations, Applicant would be compelled to develop a less desirable project that would not benefit the City of Woodstock, the public or any public interest.

4) **How the special conditions and circumstances do not result from the actions of the applicant.**

Other than an effort on the part of the Applicant to develop a park-like project in a manner which preserves specimen trees and provides an a visual relief from traditional development, no actions or omissions on the part of the Applicant or the Owner have caused or contributed to the need for the requested variances.

5) **How granting of the variance requested will not confer on the applicant any special privileges that is denied by the Zoning Ordinance to other lands, structure(s) or building(s) in the same district.**

The requested variances relate specifically to the subject property because of its unique size and shape, and the presence of large specimen trees in the area that would otherwise be slated for development. No special benefits would be conferred on the Applicant by granting the requested variances in that they are intended to preserve unique features of the property and the proposed development and are not intended to and do not increase the yield of the development. In fact, the proposed project is significantly less dense than the other assisted living projects that have been zoned, approved and/or developed in the City and the surrounding area.

6) **How no non-conforming use of neighboring lands, structure(s) or building(s) in the same district and not permitted or non-use of lands, structure(s) or building(s) in other districts shall be considered grounds for issuance of a variance.**

The variances are primarily requested due to the unique features of the subject Property and are intended to allow for flexibility within this development to be able to build a campus-style project while preserving the unique features of the Property.

7) **Explain how this requested variance is the minimum necessary that will allow the reasonable use of the land, structure(s) or building(s).**

The requested variances are based upon the specific development needs for the Applicants' Property and are not requested for financial reasons. It would be possible to develop a project within the subject guidelines, but it would be a far less desirable project and would likely be developed with greater density.

8) **Explain how, if granted, this requested variance will be in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, surrounding properties or otherwise detrimental to the public welfare.**

The proposed zoning and development will be less dense than a typical assisted living project and will provide a park-like setting to the residents of the Project and to the area at large. The proposed project will have less of an impact on the area that would development of single family or other uses under the applicable development and zoning criteria.

# AUTHORIZATION OF PROPERTY OWNER

I, James Queen, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Cherokee County/City of Woodstock, Georgia.

He/She authorizes the person named below to act as applicant in the pursuit of a request for:

- [x] Annexation
- [x] Rezoning
- [x] Variance
- [ ] Comprehensive Plan Amendment
- [ ] Other: with contemporaneous variances

I hereby authorize the staff of the City of Woodstock, Department of Planning and Economic Development to inspect the premises which are subject of this application.

Applicant's Information:

Name: Camellia Place, LLC Attn: Joel L. Larkin

Address: 376 Powder Springs Street, Suite 100, Phone: (770) 422-7016

City, State, Zip: Marietta, GA 30064 Fax: (770) 426-6583

Signature of Owner: James Queen Date: 1/28/14

Print Name: James Queen

Sworn to and Subscribed before me this: 28 day of January, 20 14.

Notary Signature:

(Notary Seal)

MARK T BROWN
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JAN 15, 2016
COBB COUNTY, GEORGIA

# CONFLICT OF INTEREST CERTIFICATION

The undersigned below, making application for a zone change has complied with the O.C.G.A. § 36-67A, et. Seq., Conflict of Interest In Zoning Actions, and has submitted or attached the required information on the forms provided. Title 36 relates to disclosure of financial interests, campaign contributions, and penalties for violating O.C.G.A.

Signature of Applicant: Lauren A. Clifton Date: 1/30/14

Print Name: Lauren A. Clifton

Signature of Applicant's Attorney: Date: 1/30/14

Print Name: Joel Larkin Title: Attorney

Sworn to and Subscribed before me this: 30 day of January, 20 14.

Notary Signature: Beth Goodwin

(Notary Seal)

BETH GOODWIN
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 1, 2014
CHEROKEE COUNTY, GEORGIA

# CONFLICT OF INTEREST CERTIFICATION

The undersigned below, making application for a zone change has complied with the O.C.G.A. § 36-67A, et. Seq., Conflict of Interest In Zoning Actions, and has submitted or attached the required information on the forms provided. Title 36 relates to disclosure of financial interests, campaign contributions, and penalties for violating O.C.G.A.

Signature of Applicant: Denise Swards Date: 1/30/14

Print Name: Denise Swards

Signature of Applicant's Attorney: [signature] Date: 1/30/14

Print Name: Joel Larkin Title: Attorney

Sworn to and Subscribed before me this: 30 day of January, 2014.

Notary Signature: Beth Goodwin

(Notary Seal)

BETH GOODWIN
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 1, 2014
CHEROKEE COUNTY, GEORGIA

# DISCLOSURE STATEMENT

Nothing in Chapter 36 of O.C.G.A. shall be construed to prohibit a local government official from voting on a zoning decision when the local government is adopting a zoning ordinance for the first time or when a local government is voting upon a revision of the zoning ordinance initiated by the local government pursuant to a comprehensive plan as defined in Chapter 70 of this title.

☒ No, I have not made any campaign contributions to City Officials voting on this application exceeding $250 in the past two years.

☐ Yes, I have made campaign contributions to City Officials voting on this application exceeding $250 in the past two years.

To Whom: _____

Value of Contribution: _____

Date of Contribution: _____

Signature of Applicant: Lauren A. Clifton Date: 1/30/14

Print Name: Lauren A. Clifton

Sworn to and Subscribed before me this: 30 day of January, 2014.

Notary Signature: Beth Goodwin

(Notary Seal)

BETH GOODWIN
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 1, 2014
CHEROKEE COUNTY, GEORGIA

# DISCLOSURE STATEMENT

Nothing in Chapter 36 of O.C.G.A. shall be construed to prohibit a local government official from voting on a zoning decision when the local government is adopting a zoning ordinance for the first time or when a local government is voting upon a revision of the zoning ordinance initiated by the local government pursuant to a comprehensive plan as defined in Chapter 70 of this title.

☒ No, I have not made any campaign contributions to City Officials voting on this application exceeding $250 in the past two years.

☐ Yes, I have made campaign contributions to City Officials voting on this application exceeding $250 in the past two years.

To Whom: _____

Value of Contribution: _____

Date of Contribution: _____

Signature of Applicant: Denise Swords Date: 1/30/14

Print Name: Denise Swords

Sworn to and Subscribed before me this: 30 day of January, 20 14.

Notary Signature: Beth Goodwin

(Notary Seal)

BETH GOODWIN
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JULY 1, 2014
CHEROKEE COUNTY, GEORGIA

State of Georgia

County of Cherokee

**AFFIDAVIT REGARDING**

**CORPORATE AUTHORITY TO PURSUE ANNEXATION/REZONING**

COME NOW, **Lauren Clifton** and **Denise Swords**, who after having been duly sworn, give this Affidavit with respect to an application by Camellia Place, LLC (hereinafter referred to as the "Application") to annex into the City of Woodstock and rezone an approximately 8.14 acre tract of land located at **294 Rope Mill Road**, Cherokee, County, Georgia (hereinafter referred to as the "Property").

1.

The undersigned are of legal age, suffer from no disabilities which would affect their competence to give this Affidavit, and have personal knowledge of the matters addressed herein.

2.

The undersigned are the sole Members and Managers of the Applicant, **Camellia Place, LLC** (hereinafter referred to as the "Company"). As such, the undersigned have the authority to act on behalf of and are knowledgeable regarding the actions of the Company, including (but not limited to) the filing of the aforesaid Application.

3.

As the Managers of the Company, the undersigned were authorized to, and did in fact authorize the Company to, file the Application to annex and rezone the Property. The undersigned are further authorized on behalf of the Company to attend the various public hearings that are to be

held with respect to the Application and to enter into and make such agreements, conditions and/or stipulations of zoning as they deem appropriate regarding the Application and the Property.

Further Affiant Sayeth Not, this 13 day of February, 2014.

Signed, sealed and delivered:

Behnam Kazemimovahed

Notary Public

[Notarial Seal]

BEHNAM KAZEMIMOVAHED
MY COMMISSION EXPIRES
NOTARY
PUBLIC
AUGUST 23, 2016
FULTON COUNTY, GEORGIA

BY: Lauren Clifton

Lauren Clifton, Member/Manager

Signed, sealed and delivered:

Erica B Redd

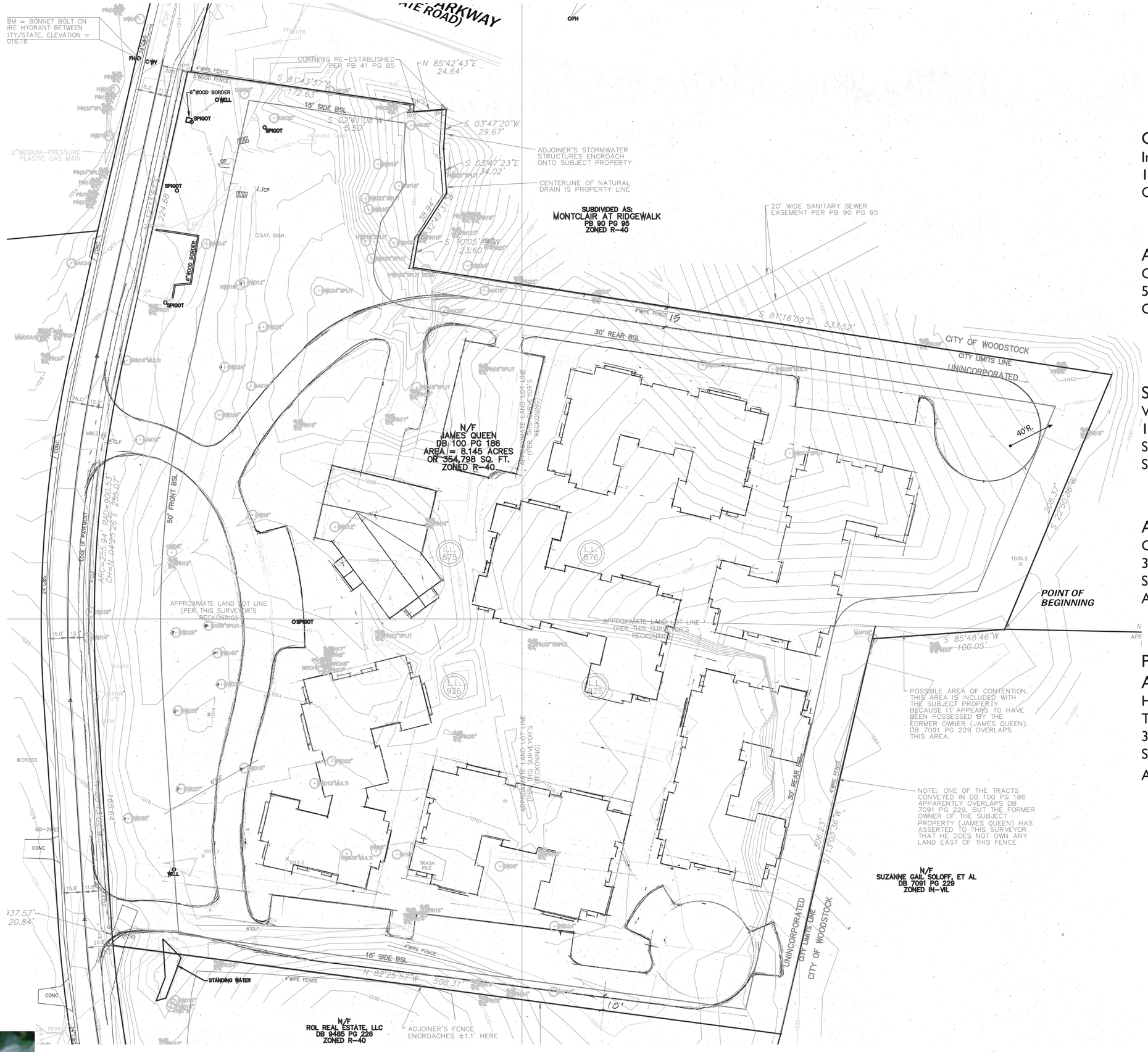
Notary Public

[Notarial Seal]

ERICA B. REDD
My Commission
NOTARY
PUBLIC
EXPIRES
08-15-2017
PAULDING COUNTY, GEORGIA

BY: Denise Swords

Denise Swords, Member/Manager




## OWNER:
Irene & James Queen
181 County Road 667
Cedar Buff, AL 35959

## APPLICANT:
Camellia Place, LLC
581 Ivey Drive
Canton, GA 30114

## SURVEYORS:
Valentino & Associates
1280 Winchester Parkway
Suite 243
Smyrna, GA 30080

## ARCHITECTS:
Collins Cooper Carusi Architects
3391 Peachtree Rd. NE
Suite 400
Atlanta, GA 30326

## PLANNERS/LANDSCAPE ARCHITECTS:
HGOR:
Two Live Oak
3445 Peachtree RD NE
Suite 1425
Atlanta, GA 30326

HGOR

EVERGREEN CONSTRUCTION

# CAMELLIA PLACE ASSISTED LIVING COMMUNITY

SITE PLAN
2014-02-04

COLLINS COOPER CARUSI Architects


HGOR

0 20' 40' 80'

EVERGREEN CONSTRUCTION

# CAMELLIA PLACE
OF WOODSTOCK

COLLINS COOPER CARUSI *Architects*

25 February 2014

# 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.

STATE OF GEORGIA )
COUNTY OF CHEROKEE )

**RESOLUTION NO. 2013-R-033**

## A RESOLUTION ADOPTING RULES OF PROCEDURE

**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**, the Cherokee County Board of Commissioners desires to adopt a set of rules to govern the conduct of the Board of Commissioners with respect to scheduling and conducting its meetings;

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

### I. ADOPTION OF RULES OF PROCEDURE

The Cherokee County Board of Commissioners hereby adopts the Rules of Procedure, which is attached hereto as Exhibit "A" (the "Rules of Procedure") and incorporated herein.

### II. SEVERABILITY

If any portion of this Resolution shall be held invalid or unconstitutional, the other provisions of this Resolution shall not be affected, and thus, the provisions of this Resolution are declared severable.

### III. REPEALER

Any other Cherokee County Ordinance, Resolution, policy, rule, or local law, or portion thereof, now in effect, that is in conflict with any of the provisions of this Resolution, is hereby repealed.

### IV. EFFECTIVE DATE

This Resolution shall become effective on the date it is passed by the Board of Commissioners.

**SO RESOLVED** this 19th day of November, 2013.

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

L.B. Ahrens, Jr., Chairman

ATTEST:

Christy Black, County Clerk
(SEAL)

# CHEROKEE COUNTY BOARD OF COMMISSIONERS
# 2013 RULES OF PROCEDURE

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# 1.0 OPERATIONAL PROCEDURE

## SECTION 1.01 MEETINGS

**1.01.01** **Regular Meeting/Public Hearings, Work Sessions and Special Called Meetings** of the Cherokee County Commission (also referred herein as the "Commission," the "Commissioners" or the "Board"). Regular Meeting/Public Hearings and Work Sessions are scheduled recurring meetings of the Commission to conduct or discuss the ongoing business of the County. Special Called Meetings are to conduct emergency business and the Chairman, a majority of the Board, the County Manager, or the County Attorney may call for a Special Called Meeting.

**1.01.02** An **Adjourned Meeting** is a continuation of the meeting immediately preceding, whether a regular or special meeting:

a. If the scheduled business of the Commission is not completed due to time constraints or emergency, the meeting shall be adjourned to the following day or a specific day scheduled by the Commission to allow for the completion of pending business;

b. In an adjourned meeting (regular or special), only business which would have been proper to consider at that meeting may be considered and acted upon at the adjourned meeting;

c. Adjourned meetings resume business under the same rules, limitations and rights as the original meeting from which it was adjourned;

d. The continuation of a public hearing will be allowed provided it is postponed to a certain date.

**1.01.03** **Executive session meetings** shall be conducted in accordance with O.C.G.A. Section 50-14-3 and Section 50-14-4, or as these sections may be amended from time to time.

## SECTION 1.02 QUORUM

Any three (3) of the district Commissioners shall constitute a quorum for any meeting of the Cherokee County Commission.

**1.02.01** If a quorum is not present thirty (30) minutes following the scheduled hour for convening, the chairman or the vice-chairman, or in their absence, the second vice-chairman (or his/her designee), may adjourn the meeting. By unanimous consent, those present may select another hour and day for the meeting.

**1.02.02** If during the meeting there ceases to be a quorum, all business must stop, except that the Board, by majority, votes to be recorded in the minutes (naming those present at the time of the vote) may:

a. Set another day at which to reconvene;

b. Adjourn and return at the next regular meeting; and

c. Recess to determine if a quorum will be present within a short period of time.

## SECTION 1.03 CHAIRMAN

**1.03.01** The chairman shall have the same rights and privileges of the other Commissioners and no other authority above and beyond any other commissioner, except as described below.

As a facilitator and guide to the Board, the chairman, in conjunction with the Board, should work to establish and implement the vision, mission, and values of the community.

The chairman's primary responsibility is to insure efficient and productive meetings of the Board with his/her duties to include:

a. Presiding over meetings of the Commission;

b. Calling the meeting to order at the scheduled hour;

c. Determining that a quorum is present;

d. Preserving decorum and order at all meetings;

e. Making the Commissioners aware of the substance of each motion;

f. Calling for the vote;

g. Announcing the results of each vote; and

h. Calling for a recess at such times as deemed advisable.

**1.03.02** The chairman, upon approval of a simple majority vote, may appoint representatives from the Board to serve on various committees and as liaison to various departments.

The chairman, or his/her designee, may serve as a representative of the Board of Commissioners at various local, regional or state groups, boards or events.

The chairman may succeed himself/herself. The chairman can make motions, debate, and vote or abstain on motions.

**1.03.03** The chairman shall exercise other duties as prescribed under Georgia law.

## SECTION 1.04 VICE-CHAIRMAN

By tradition, the vice-chairman rotates among the district commissioners. Officially, he or she shall be elected by a majority of the Board no sooner than the first meeting in January of each year and no later than the second meeting in January of each year. The vice-chairman shall serve for a period of one year and shall assume the duties of the chair in the absence of the chair.

The vice-chairman shall have the same rights and privileges of any other commissioner and no other authority above and beyond any other commissioner.

## SECTION 1.05 SECOND VICE-CHAIRMAN

By tradition, the second vice-chairman position rotates among the district commissioners, with the second vice-chairman becoming the vice-chairman in the subsequent year. Officially, he or she shall be elected by a majority of the Board no sooner than the first meeting in January of each year and no later than the second meeting in January of each year. The second vice-chairman shall serve for a period of one year and shall assume the duties of the chair in the absence of the chair and the vice-chair.

The second vice-chairman shall have the same rights and privileges of any other commissioner and no other authority above and beyond any other commissioner.

## SECTION 1.06 MINUTES

**1.06.01** All actions of the Commission, except for actions described in the O.C.G.A., Section 50-14-3 and Section 50-14-4, or as these sections may be amended from time to time, shall be accurately recorded by the clerk (or his/her designee) in the minutes which shall include:

a. All main motions, exactly as worded when adopted (including amendments or stipulations);

b. The name of the maker of all important motions.

c. Disposition of all main motions, whether

1) Adopted;

2) Defeated;

3) Referred to committee or to staff for further information or recommendation; and

4) Held until _____ (a definite time/date).

d. How each commissioner voted.

e. Commissioner's comments (these are only printed in the minutes if, when requested by the commissioner, the majority votes to have the remarks included).

**1.06.02** The responsibility for correcting and approving the minutes shall be vested only in the members of the Commission. The minutes shall be adopted at the next regular meeting of the Board. The minutes of each meeting shall indicate their subsequent approval/correction. The minutes may be corrected whenever an error is noticed regardless of the time which has elapsed. The Board may correct the minutes of a previous meeting prior to the adoption with a majority approval of the Board. The Board may otherwise correct errors in minutes that have been adopted with a majority approval of the Board.

**1.06.03** The County Clerk or the Deputy County Clerk shall attest to the Minutes.

## SECTION 1.07 AGENDA

a. An agenda for the Regular Meetings/Public Hearings will be prepared by the County Manager with the advice of the Commissioners. Drafts of the agendas will be available to the Commissioners no later than noon of the Friday preceding the Regular Meeting. Any Commissioner may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is 4:00 PM on the Friday preceding the Regular Meeting.

b. An agenda for the Work Session will be prepared by the County Manager with the advice of the Commissioners. Drafts of the Work Session agenda will be available to the Commissioners no later than noon of the Friday preceding the Work Session. Any Commissioner may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is 4:00 PM on the Friday preceding the Work Session.

c. While it is usual for unfinished business (that referred or held from another meeting) to be considered prior to new business, the order of business listed in any published agenda may be changed when it seems advisable to a majority of the Commission.

d. After the cutoff time for either Regular Meetings or Work Sessions, no additional items shall be added to the agenda other than those deemed necessary for the operation or functioning of the County as recommended by the County Manager, County Attorney, or any two Commissioners. Any item added to the agenda after the cutoff time but prior to formal publication of the agenda will be included in the published agenda, but support and backup documentation will only be inserted into the Commissioners' agenda books if the County Clerk has adequate time to make such additions. If backup documentation is not included in the agenda books due to time constraints, the party(ies) seeking the late addition shall be required to utilize best efforts to distribute backup documentation to Board members. An item that is proposed to be placed on the agenda after the publication of the agenda, may be so placed only if in conformance with Section 1.07.02.

**1.07.01** All items contained in the **consent agenda** may be voted on en gross. The County Manager shall determine suitable items for the consent agenda. Prior to voting on the consent agenda, any commissioner may remove an item from the consent agenda and place it on the regular agenda for discussion.

**1.07.02** A **non-agenda item** shall be defined as that which is deemed by a Commissioner to require urgent attention but has not been placed on the published agenda. Such a non-agenda item may be added to any Regular Meeting/Public Hearing or Work Session meeting agenda subject to the following conditions:

a. Adequate information, including the specific topic, shall be given on any items requested to be added as non-agenda items.

b. A majority shall be required to add a non-agenda item.

**1.07.03** A majority vote shall be required to postpone or remove any published agenda item, except as otherwise provided in Sections 1.07(a) and (b) of these rules.

**1.07.04** Subject to the priority of Motions set forth in Section 3.01**,** at any time during a Regular Meeting/Public Hearing an agenda item may be postponed, tabled, or moved to a future Regular Meeting/Public Hearing or Work Session agenda by a majority vote.

## SECTION 1.08 VOTING

**1.08.01** Formal voting on Board matters will ordinarily occur only during a **Regular Meeting/Public Hearing** or during a **Special Called Meeting**. Any votes taken during a **Work Session** will ordinarily be for procedural purposes, such as authorizing placement of such item to the agenda of a Regular meeting/Public Hearing.

**1.08.02** All votes shall be taken by voice vote or show of hands. An affirmative vote of a majority of the members of the Board in attendance shall be required to adopt a motion unless otherwise noted in this document.

**1.08.03** A tie vote shall cause all **procedural motions** to be defeated. A tie vote on a **main motion** shall keep the motion as pending before the Board and the motion shall be rescheduled for another time.

**1.08.04** No commissioner who is present at any meeting of the Commission at which an official decision, ruling or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling or act except when, with respect to any such commissioner, there is or appears to be a possible conflict of interest as described in the Cherokee County Ethics Ordinance. In such cases, the abstaining commissioner shall give his/her reason for abstaining.

**1.08.05** Any vote taken on an intergovernmental agreement shall require two readings prior to a vote by the Board of Commissioners, and a super-majority vote for passage of the intergovernmental agreement.

**1.08.06** A County-initiated rezoning of land shall be permissible. However, prior to placement of the legal advertisement for such a rezoning in the legal organ, a majority of the Board of Commissioners shall be required to authorize placement of such legal advertisement. A vote in favor of placement of the legal advertisement for a County-initiated rezoning shall not be deemed nor construed as a vote in favor of the rezoning itself. If a proposed County-initiated rezoning is related to an item that is otherwise a permissible topic for Board discussion during a closed meeting, the requisite authority to commence the legal advertisement may be provided in closed session without the requirement of a formal vote in open session.

## SECTION 1.09 PUBLIC PARTICIPATION IN BOARD MEETING

The Cherokee County Board of Commissioners welcomes visitors to board meetings and is willing to hear any person or persons desiring to appear before the Board who is not currently an announced candidate for public office or a salaried member of the county staff. 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.

**1.09.01** Persons wishing to address the Board shall do so during the **Public Comment Portion** of the agenda.

a. At each regular meeting of the Commission, a fifteen (15) minute period, 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. Comments must be limited to chosen topic and must pertain to County business. 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.

b. 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 District Commissioner, and the County Clerk, explaining the nature of the request, at least seventy-two (72) hours prior to said meeting.

c. 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.

d. 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.

**1.09.02 Persons wishing to address the Board in duly advertised Public Hearings shall do so in the Public Hearing portion of the agenda.**

a. The Chairman shall announce the Public Hearing and call for motion and a second to open the Public Hearing; once approved by a vote of the majority, the Chairman will announce that the Public Hearing is now open and should call forth those persons who wish to speak in favor, against, or otherwise on the particular issue. The Chairman shall inform the public that all comments by proponents, opponents, or the public shall be made from the podium and that any individual making a comment should first give their name and address. The Chairman shall also inform the public that comments will only be received from the podium.

b. Members of the public who wish to speak must sign up on the form provided prior to the commencement of the Public Hearing. Members of

the public are expected to adhere to the rules of decorum outlined in these Rules of Procedure and should be informed of such at the beginning of the Public Hearing by the Chairman. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chairman and shall, at his/her discretion, be removed from the building.

c. Time. Proponents and opponents are allowed fifteen (15) minutes per side to present data, evidence, and opinions. Each side's time period may be divided among multiple speakers in whatever manner desired. No petition shall be the subject of more than one (1) public hearing before the Board of Commissioners regardless of the number of times final action is deferred by the Board, unless a simple majority of members of the Board of Commissioners vote to conduct such additional public hearings. Speakers will be called as they appear on the sign up form. Additional time may be allotted for either side at the Board's discretion and upon a simple majority of affirmative votes of the Board. Clerk's Note: State Law Mandates that the time be at least 10 minutes per side. (O.C.G.A. § 36-66-5).

d. Once the Public Hearing has concluded, the Chairman shall so announce and call for a motion and a second to close the Public Hearing; after an affirmative vote by a majority of the Board, the Board may convene into regular session to make its decisions.

e. As a general rule, members of the public do not speak on agenda items unless those items have been advertised for public hearing, or unless the Board, by a simple majority of affirmative votes, has decided that public participation is necessary in its deliberative process. The Board shall follow its Public Hearing rules when such participation is warranted.

f. Public Hearings will be advertised in the newspaper of general circulation (County's Legal Organ), at least 15 days, but no more than 45 days prior to the date of the hearing.

g. The only exception to this will be public hearings pertaining to the budget or as otherwise governed by State Law.

h. Public Hearings are hereby required for Zoning Ordinance modifications; adoption of the annual budget; setting of the millage rate; and other matters as required by State law or at the request of the Cherokee County Board of Commissioners.

## SECTION 1.10 APPOINTMENTS OF THE BOARD

**1.10.01 Appointments by the Board of Commissioners are made by one of the following:**

a. Individual Commissioner appointment: such candidate is appointed by the District Commissioner and requires no vote; or

b. Board of Commissioners appointment: such candidate must be elected by a majority of the Board.

**1.10.02 Cherokee County's Boards and Committees List, outlining appointment type and term information is attached as Appendix "B".**

# 2.0 DECORUM OF DEBATE

The following practices shall be followed in the discussions (debate) on motions and matters presented to the Board of Commissioners.

## SECTION 2.01 ADHERENCE TO AGENDA

In discussion, the remarks made by the Commissioners shall be confined to the motion or matters immediately before the body.

## SECTION 2.02 DISCUSSION OF THE ISSUE

In discussion, a commissioner may condemn the nature or likely consequences of the proposed measure in strong terms, but must avoid personalities, and under no circumstances may he/she attack or question the motives of another commissioner or staff. The issue, and not a person shall be the item under discussion.

## SECTION 2.03 CALL TO ORDER, REMARKS

The chair shall immediately call as “out of order” any remarks made in regards to comments outside the issue being addressed; or another commissioner may call this breach of procedure to the attention of the chair and other Commissioners. In either case, the errant commissioner shall immediately cease the breach of decorum and continue with his/her remarks confined to the remarks confined to the issue.

## SECTION 2.04 DISCUSSION THROUGH THE CHAIR

All discussion shall be made through the chair, and one commissioner may not interrogate another commissioner or person speaking from the public except through the chair (or with the permission of the chair).

## SECTION 2.05 EQUAL OPPORTUNITY

After a commissioner has spoken or asked questions on a matter before the Commission, other commissioners shall be given the opportunity to speak. If no other commissioner wishes to speak to the issue, the commissioner may continue speaking to the issue.

## SECTION 2.06 DISRUPTIONS

During discussion or voting, a commissioner shall not disturb the other Commissioners in any way that may be considered disruptive to the proceedings or hamper the transaction of business.

## SECTION 2.07 CALL TO ORDER, ACTION

The chair may rule as “out of order” any action deemed inappropriate or dilatory and may interrupt a speaker for reasons deemed necessary by the chair. The chairman shall say, something to the effect of, “Commissioner, those remarks are out of order. Please cease this line of comments and restrict your comments to the inquiry and the merits of the agenda item.”

# 3.0 PROCEDURE IN MEETINGS

## SECTION 3.00 MOTIONS

Prior to taking the vote, the chair, or at his/her request the clerk, should re-state the motion (or resolution) or its substance.

## SECTION 3.01 RANKING MOTIONS

These motions shall take precedence in order in which they are listed below:

a. Adjourn;

b. Recess;

c. Motions of privilege;

d. Call the question;

e. Limit discussion or debate by the Commission;

f. Hold until a time certain;

g. Refer back to staff/committee; or refer to staff/committee;

h. Amend;

i. Main motion.

**3.01.01** A **main motion** shall be a motion whose introduction brings business before the Commission. Main motions require a second and will fail in the absence of a second.

a. Possible **dispositions** of a main motion include:

1) Adopt;
2) Amend and adopt with amendments (or stipulations);
3) Defeat;
4) Refer to staff/committee;
5) Hold until (a definite time).

b. Incidental motions such as consider en gross, consider by paragraph, or divide the motion (each described in Section 3.03) may also be applied to main motions.

**3.01.02** Concerning the **amending** of particular motions:

a. If a commissioner feels that the main motion might be more acceptable in a way other than the way presented, the commissioner may amend through substitution, insertion of stipulations, striking out portions, or striking out and inserting portions. Such proposed amendments shall require a second, allow for discussion, and require a majority vote on the proposed amendment.

b. If a proposed amendment fails to obtain a majority vote, the main motion considered shall be the one originally presented.

c. An amendment must be germane (relating to the substance of the main motion) and may not introduce an independent question.

d. Improper amendments shall be:

1) one which is not germane;

2) one which would make the adoption of the amended motion equivalent to a rejection of the motion;

3) one which is frivolous or absurd.

**3.01.03** If the Commissioners feel that adequate information has not been given, the Board may, by majority vote, **refer** the motion to staff (or an agency, committee, etc.) for more information. A date may be set for hearing the additional information or it may be open-ended. This motion shall require a second and shall be debatable only as to whether or not it shall be referred to whom it shall be referred, or when the person to whom it is referred shall report back. If the motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to refer.

**3.01.04** A motion to **hold to a time certain (postpone)** may be used if a majority of the Commission feels that the motion before them should be considered at a more convenient time or if the discussion shows that a final decision should be made at a later time or date. This motion shall be used if the Commissioners themselves feel that they may obtain information that is needed or that the facts as presented are not adequate for their final vote. A second shall be required and discussion shall be limited to the reason for holding the motion or the time to which it is to be held. If the motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to hold.

The continuation of a public hearing will be allowed provided it is postponed to a certain date.

**3.01.05** If a commissioner feels that a set period of time for discussion of a motion should be adopted as to time for the motion as a whole, or as to individual time given, the commissioner may move to "**limit discussion (or debate)** to minutes." This motion shall require a second and no discussion on the motion shall be allowed. It shall require a super-majority vote to adopt.

**3.01.06** A commissioner may **"call the question"** (a motion to end discussion) when it is clear that further discussion is unnecessary or that discussion is becoming repetitive. This motion shall require a second and no discussion on the motion shall be allowed. It shall require a super-majority vote to adopt.

**3.01.07** If any matters occur such as to impede a commissioner in attending to the business, e.g., too much noise, the microphone not working, matters that affect the safety, orderliness, or comfort of the Commissioners, or affects the honor of an individual commissioner, such commissioner may state to the chairman that he/she has a **question of privilege** and the matter must be addressed before the pending business of the Commission continues. No vote is required unless a motion arises out of the privilege.

**3.01.08** A **recess** may be taken as it appears on the agenda or declared by the chair when he/she deems it advisable or by a motion from a commissioner. If the motion is made by a Commissioner, a second and an affirmative majority vote shall be required to recess.

**3.01.09** The highest-ranking motion shall be the motion to **adjourn**, requiring a second and majority vote with no discussion allowed, except that the motion shall contain a time to hear any non-completed items on the agenda, if such exist. If all business on the agenda has been completed, the chair may assume the motion and, without a second, obtain unanimous consent to adjourn.

## SECTION 3.02 MOTIONS USED TO BRING BACK AN ISSUE

Except as otherwise provided by law, if a commissioner wishes to bring back to the Board a matter which has been adopted, he/she may do so through the motions to reconsider, rescind and amend something previously adopted. These shall have the same rank as a main motion.

**3.02.01** If a commissioner wishes to amend an action taken at a previous meeting, the **Motion to Amend Something Previously Adopted** shall be followed and may be used by any commissioner regardless of how he/she originally voted. This motion shall be used when the Commission desires to change only a part of the text or to substitute a different version for a matter that was previously adopted. A second shall be required and full discussion shall be allowed. If the item has been listed on the published agenda, a majority vote shall be required for adoption. A super-majority vote shall be required if the item is not on the official agenda

A Motion to Amend cannot be used when something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo. (The unexecuted part of an order, however, can be amended.)

**3.02.02** If in the same meeting, new information or changed situations make it appear that a different result might reflect the will of the Board, any commissioner (regardless of how he/she originally voted on the matter) may move to **Reconsider the Vote.** A motion to reconsider may be applied to a vote that was either affirmative or negative and shall propose no specific change in a decision but simply shall propose that the motion be reopened for discussion and another vote taken. A second shall be required to this motion and discussion shall be allowed as to the reasons for wishing to reconsider the vote. A majority vote shall be required to adopt the motion to reconsider.

**3.02.03** If a Commissioner wishes to annul an action taken at a previous meeting, the motion to **Rescind** may be used by any commissioner regardless of how he/she originally voted on the matter. The motion to rescind shall require prior notice at a regularly scheduled meeting of the intent to rescind a motion at the next scheduled meeting. The motion to rescind shall not be in order if:

a. the motion to reconsider has already been made and defeated at the same meeting;

b. the matter is routine and only part of the action needs to be changed, in which case the motion to “amend something previously adopted” shall be used;

c. something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo. (The unexecuted part of an order, however, can be rescinded.).

A second shall be required and full discussion shall be allowed. If the item has been listed on the published agenda, a majority vote shall be required for adoption. A super-majority vote shall be required if the item is not on the official agenda

## SECTION 3.03 INCIDENTAL MOTIONS

Incidental motions have no rank but shall be decided immediately before business may proceed and may be used throughout the meeting as follows:

**3.03.01** **Point of Information** is a request, directed to or through the chair, for information relevant to the business at hand, but not related to parliamentary procedure.

**3.03.02** A commissioner may call for a **Point of Order** if he/she believes that the chair has failed to notice a breach in the rules. The point of order shall require the chair to make a ruling on the question involved.

**3.03.03** Whenever a commissioner believes that the chair is mistaken in his/her ruling, a commissioner may **Appeal the Chair's Decision**. An appeal shall require a second and shall be debatable with the chair speaking first to explain his/her ruling. The chair may also close out the debate with a statement defending the ruling. An appeal may be made only on a ruling and may not be made:

a. in response to a parliamentary inquiry or point of information.

b. in areas that challenge verifiable rulings of factual nature.

The chair shall state the motion as "Shall the chair's decision be sustained?" A tie vote shall sustain the chair because a majority of those voting shall be required to overturn the chair's ruling.

**3.03.04** A **Parliamentary Inquiry** is a question directed to the chair to obtain information on a matter of parliamentary law or the rules of the Commission. The chair will answer such questions or may ask the county attorney or parliamentarian for an opinion. The chair's reply, whether or not he/she has requested advice from the county attorney or parliamentarian, is an opinion, not a ruling. If a commissioner does not agree with the chair's opinion, he/she may act in a way contrary to this opinion and if ruled out of order may then appeal the chair's ruling. The chair is not obligated to respond to hypothetical questions.

**3.03.05** If the motion presented contains two (2) or more parts capable of standing as separate motions, a commissioner may move to **"Divide the Motion."** This motion shall require a second and discussion shall be allowed only on why it should or should not be divided. A majority vote shall be required to adopt the motion to "divide the motion."

**3.03.06** If a main motion is in the form of a resolution or document containing several paragraphs or sections which are not separate motions but could be discussed more efficiently if discussed in sections, a motion to **Discuss by Paragraphs, Sections, or Numbered Agenda Items under a "tab"** may be made. A second shall be required and discussion shall be brief as to the necessity for the action. A majority vote shall be required to "consider by paragraphs, Sections, or numbered agenda items under a 'tab'."

**3.03.07** Once a motion has been moved and seconded, the maker of the motion has the right to withdraw the motion, in which case, the second is deemed automatically withdrawn.

**3.03.08** If a commissioner feels that time could be saved by acting on all of the agenda items under a ”tab,” he/she may move that it be **“Considered en Gross.”**

# 4.0 PARLIAMENTARIAN

The county attorney or his/her designee shall serve as parliamentarian and shall advise and assist the chair and the Commission in matters of parliamentary law. A professional parliamentarian may be consulted as deemed necessary.

# 5.0 PARLIAMENTARY AUTHORITY

The latest edition of **ROBERT'S RULES OF ORDER NEWLY REVISED** shall govern meetings of the Cherokee County Board of Commissioners in all areas in which it is applicable and in which it is not inconsistent with these rules adopted by the Commissioners or higher law.

## 6.0 AMENDMENTS

These rules may be amended by a super-majority vote of the entire Commission at a regular meeting or special meeting of the Cherokee County Board of Commissioners, provided notice has been given of the amendment(s) at the meeting prior to the vote on the amendment(s).

# APPENDIX "A"

## Parliamentary Definitions

The following parliamentary definitions apply to the **RULES OF PROCEDURE FOR THE CHEROKEE COUNTY BOARD OF COMMISSIONERS**.

**Adjourn** – to officially terminate a meeting

**Adjourned meeting** – a meeting that is a continuation at a later time of a regular or special meeting

**Adopt** – to approve or pass by whatever vote is required for the motion

**Affirmative vote** – a vote in favor of the motion as stated

**Agenda** – the official list of items of business planned for consideration during the meeting

**Approval of minutes** – formal acceptance of the record of a meeting, thus making this record the official minutes of the Commission

**Board** – the Cherokee County Board of Commissioners

**Chair** – the presiding commissioner

**Clerk** – the duly appointed County Clerk or Assistant Clerk

**Commission**– the Cherokee County Board of Commissioners

**Commissioner** – any person elected to that position

**Common parliamentary law** – the body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization; does not include statutory law or particular rules adopted by any organization or board

**Convene** – to open a meeting

**Debate** – formal discussion of a motion under the rules of parliamentary law and more often herein referred to as discussion

**Defer or hold** – to delay action by referring the motion to staff (or an agency, committee, etc) for more information, or by postponing a vote to a certain time

**Demand** – an assertion of a parliamentary right by a commissioner

**Dilatory motions or tactics** – misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting

**Floor** – when a person received formal recognition from the chair, he/she “has the floor” and is the only person entitled to speak

**Germane amendment** – an amendment relating directly to the motion to which it is applied

**Germane discussion** – discussion relating directly to the matter involved

**Hearing** – a meeting for the purpose of listening to the views of an individual or of a particular group on a particular subject

**In order** – permissible and right from a parliamentary standpoint

**Majority vote** – an affirmation vote of at least three (3) Commissioners, one of which may be the chair

**Minutes** – the legal record of the action of the Commission after the record has been approved by vote of the body

**Motion** – a proposal submitted to the Commission for its consideration and decision; it is introduced by the body

**Objection** – the formal expression of opposition to a proposed action

**Order of business** – the adopted order in which the business is presented to the meeting of the Commission

**Out of order** – not correct, from a parliamentary standpoint, at the particular time

**Pending motion**- sometimes referred to as pending question; a motion that has been proposed and stated by the chair for the Commission’s consideration and that is awaiting decision by vote

**Precedence** – the rank or priority governing the motion

**Precedent** – a course of action that may serve as guide or rule for future similar situations

**Procedural motion** – motion to assist the Commission in treating or disposing of a main motion; or motion relating to the pending business otherwise at hand

**Proposal or proposition** – a statement of a motion of any kind for consideration and action

**OCGA** – Official Code of Georgia Annotated

**Quorum** – the number of persons that must be present at a meeting of the Commission to enable it to act legally on business; any three (3) of the district commissioners, one of which may be the chair, shall constitute a quorum for any meeting of the Board of the Cherokee County Commission

**Recognition** - acknowledgement by the chair, giving a person sole right to speak

**Reconsider** – to review again a matter previously disposed of and to vote on it again; must be made on the same day of business

**Regular Meeting/Public Hearing** – the scheduled meetings of the Board of Commissioners held on the first and third Thursday of each month

**Request** – a statement to the chair asking a question or some "right"

**Rescind** – to nullify or cancel out a previous action; cannot be made if action has already been taken to implement the motion it wishes to rescind

**Resolution** – a formal motion, usually in writing, and introduced by the word "resolved" that is presented to the Commission for a decision

**Ruling** – the chair's decision as it relates to the procedure of the Board

**Second** – a commissioner's statement that he/she is willing to have the motion considered

**Seriatim** – consideration by sections or paragraphs

**Special Called Meetings** – a meeting called by the Chairman, a majority of the Board, the County Manager, or the County Attorney to conduct emergency business of the County

**Statute** – a law passed by the Georgia legislature

**Super-Majority Vote** – A vote of four (4) commissioners.

**Technical inquiry** – request for information relevant to the business at hand

**Tie vote** – vote in which the affirmative and negative votes are equal on a motion

**Unanimous consent** – deciding on a motion without voting on it but where no commissioner voices objection; with single objection a vote must be taken

**Unfinished business** – any business that is postponed definitely to a time certain

**Work Session** – the scheduled work sessions of the Board of Commissioners and staff - typically held in the afternoon before the normally scheduled regular meetings.

| Cherokee County Boards & Committees Appendix "B" | | | | | |
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| | | | | | |
| Board/Committee | Term | # of Members | Appointment | Purpose | |
| Airport Authority | 4 years | 6 | 2-Board of Commissioners; 4-Grand Jury | Established for the purpose of overseeing the daily operations and functions of the airport and to ensure its expansion to enhance and promote growth in Cherokee County | |
| Animal Control Advisory Board | 4 Years | 5 | Individual; Concurrent w/appointment Commissioner | To conduct hearings and determine matters as required in section 10-96. The board is further authorized and shall have jurisdiction to conduct such hearings and determine matter provided for in section 10-96 of the Cherokee County Code. | |
| Board of Ethics | 7 Years | 7 | 2-Chairman 5-Board of Commissioners | Established for the purpose of a "guardian" for the Board of Commissioners and other government officials within Cherokee County. | |
| Board of Health | Varies | 7 | 2-Board of Commissioners; 5-Serves While in Office | Established by the Georgia Legislature for the purpose of overseeing the operations and functions of the departments of Environmental Health and the Health Department. | |
| Board of Tax Assessors | 6 Years | 5 | Board of Commissioners | Governing body for the determination of property values through out the county and established the tax digest. | |
| Board of Equalization | 3 Years | 12 | Grand Jury | Established as the Appellate level of the Board of Tax Assessors. | |
| Cemetery Preservation Committee | 4 Years | 5 | Individual; Concurrent w/appointment Commissioner | Re-established December 7, 2010. Established for the purpose of providing for the preservation, protection, and maintenance of all such family and community cemeteries, graveyards, and burial grounds. | |
| Cherokee County Development Authority | | 7 | 2-Board of Commissioiners; 5-Cities | | |

| | | | | | |
|---|---|---|---|---|---|
| Department of Family and Children Services | 5 Years | 7 | Board of Commissioners | Established for the purpose of ensuring that the best interest of the children within this State Agency are adhered to. | |
| Cherokee Parks & Recreation Advisory Board | 4 years | 5 | Individual; Concurrent w/appointment Commissioner | Established by the Board of Commissioners to oversee all recreation issues through out Cherokee County. | |
| Development Authority of Cherokee County | 4 Years | 8 | Board of Commissioners | Established by the Georgia Legislature for the purpose of developing business in Cherokee County. The Development Authority is called a “statutory authority” because they were established by constitutional amendment to the Georgia Constitution. | |
| Joint Development Authority of Cherokee & Cobb | 6 Years | 5 | 3-Board of Commissioners; 2-Other | Established for the purpose of a "conduit" for State tax breaks in both counties for business and industry. | |
| Construction Board of Appeals | 4 Years | 5 | Individual; Concurrent w/appointment Commissioner | Established for the purpose of ensuring that all building code procedures have been adhered to if an appeal is sought over and above the direction of the Building Inspection Department. | |
| Region 1 DBHDD | 3 Years | 4 | Board of Commissones | Established by the State Legislature | |
| Fire Code Appeals Board | 4 years | 5 | Individual; Concurrent w/appointment Commissioner | Established for the purpose of providing an individual who wishes another level of review to appeal the decision of the Fire Chief. | |
| Highland Rivers Community Service Board | 2 Years | 2 | Board of Commissioners | Established for the purpose of overseeing the operation of the Highland Rivers Community Center. | |
| Impact Fee Appeals Board | 4 Years | 5 | Individual; Concurrent w/appointment Commissioner | Established as the Appellate board governing Building Inspection’s administration of the Impact Fee Ordinance. | |

| | | | | | |
|---|---|---|---|---|---|
| Lanier Joint Development Authority | | 3 | Board of Commissioiners; Other Counties | Established for the purpose of encouraging cooperation among participating counties in the promotion of quality economic development. | |
| Lake Allatoona Preservation Authority | 4 Years | 9 | Legislation | Established by the Georgia Legislature to ensure against abuse to the lake. | |
| Planning Commission | 4 Years | 9 | 5-Individual; Concurrent w/appointment Commissioner; 2-Cities; 2-At Large | Established for the purpose of hearing all re-zoning applications and making recommendations to the Board of Commissioners. | |
| Region 1 EMS Advisory Board | 2 Years | 2 | Board of Commissioners | Established for the purpose of hearing all re-zoning applications and making recommendations to the Board of Commissioners. | |
| Resource Recovery Development Authority (RRDA) | 4 Years | 5 | Board of Commissioners | Established for the purpose of developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities in the County by recovering and utilizing resources contained in sewage, sludge, solid waste, and water resources. | |
| Sequoyah Regional Library System | 3 Years | 11 | 6-Board of Commissioners; 5-Cities | Established for the purpose of overseeing the general operations and functions of the libraries through out the county. | |
| Wrecker Service Advisory Board | 4 years | 5 | Individual; Concurrent w/appointment Commissioner | Established for the purpose of overseeing the operation of the wrecker service companies through out Cherokee County and is the administrator of the wrecker ordinance on behalf of the Board of Commissioners. | |
| Zoning Board of Appeals | 4 years | 5 | Individual; Concurrent w/appointment Commissioner | Established for the purpose of hearing appeals concerning provisions of the zoning ordinances. | |

**SO ADOPTED** this 19th day of November, 2013.

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

L. B. Ahrens, Chairman

Jason Nelms, Vice Chairman

Harry Johnston, Commissioner

Raymond Gunnin, Commissioner

Brian Poole, Commissioner

Cherokee County Board of Commissioners

# 2014 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month, with the exception noted below in September. **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 | 7th | 21st |
| February | 4th | 18th |
| March | 4th | 18th |
| April | 1st | 15th |
| May | 6th | 20th |
| June | 3rd | 17th |
| July | 1st | 15th |
| August | 5th | 19th |
| September | 9th | 23rd |
| October | 7th | 21st |
| November | 4th | 18th |
| December | 2nd | 16th |

## Cherokee County Holidays

Jan 1 – New Year's Day
Jan 20 – Martin Luther King Day
May 26 – Memorial Day
July 4 – Independence Day
September 1 – Labor Day
November 11 – Veterans Day
November 27 – 28 Thanksgiving
December 24, 25, 26 Christmas
Birthday - Floating